

## MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement (this "Release Agreement"), dated as of December \_\_, 2020, is entered into by and among the Maryland Transit Administration ("MTA") and the Maryland Department of Transportation ("MDOT" and, together with MTA, the "Owner"), Purple Line Transit Partners LLC, a Delaware limited liability company ("Concessionaire"), Purple Line Transit Constructors, LLC, a Delaware limited liability company ("PLTC") (MTA, MDOT, Concessionaire, and PLTC are each individually referred to herein as a "Party" and collectively referred to herein as the "Parties"), and, in each case solely for purposes of paragraphs 4, 5, 15 and 16 hereof, (i) Fluor Corporation, a Delaware corporation ("Fluor Corp"), (ii) Webuild S.p.A. (formerly known as Salini Impregilo S.p.A.), an Italian corporation, and (iii) Traylor Bros., Inc., an Indiana corporation (collectively, the "DB Guarantors"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the P3 Agreement or the Settlement Agreement referred to (and as defined) below, as appropriate.

### RECITALS

A. WHEREAS, a Public-Private Partnership Agreement, dated as of April 7, 2016 (as amended, supplemented and/or otherwise modified from time to time prior to the date hereof, the "P3 Agreement"), was entered into by and between Owner and Concessionaire to finance, develop, design, construct, equip, supply light rail vehicles for, operate, and maintain the Purple Line light rail project (as further described therein, the "Purple Line" or the "Project"); and

B. WHEREAS, Concessionaire and PLTC, as design-build contractor, entered into an Amended and Restated Design-Build Contract, dated as of June 14, 2016 (as amended, supplemented and/or otherwise modified from time to time as of the date of termination thereof,

the "DB Contract"), for the design and construction of the Project (as further described therein, the "DB Work"); and

C. WHEREAS, Concessionaire and Purple Line Transit Operators, LLC, a Delaware limited liability company ("PLTO"), as operations and maintenance contractor, entered into an Amended and Restated Operations and Maintenance Contract, dated as of June 14, 2016 (as amended, supplemented and/or otherwise modified from time to time as of the date hereof, the "O&M Contract"), for the performance of the Services (as defined in the O&M Contract), related to the operation and maintenance of the Project; and

D. WHEREAS, PLTC, PLTO and CAF USA, Inc. ("CAF") entered into a contract (Contract No. PLT4-C-133), dated as of June 17, 2016 (as amended, supplemented and/or otherwise modified from time to time as of the date hereof, the "LRV Supply Contract"), for the design, manufacture and supply of light rail vehicles for the Project; and

E. WHEREAS, Concessionaire, prior to the date of this Release Agreement, submitted to MTA a number of Potential Change Order Notices ("PCOs"), Requests for Change Orders ("RCOs"), supplements to PCOs and RCOs ("Supplements"), Notices of Claims ("NOCs"), and Claims (all such PCOs, RCOs, Supplements, NOCs and Claims existing as of the date hereof, hereinafter, the "MTA/PLTP Matters"), in each case seeking compensable and non-compensable time extensions, financing costs, and other financial relief pursuant to the P3 Agreement; and

F. WHEREAS, Owner disputes that Concessionaire is entitled to the compensable and non-compensable time extensions, direct and indirect costs, financing costs, and other financial relief that Concessionaire seeks pursuant to these MTA/PLTP Matters; and

G. WHEREAS, PLTC, prior to the date of this Release Agreement, submitted to Concessionaire a number of PCOs, RCOs, Supplements, NOCs, and Claims (all such PCOs, RCOs, Supplements, NOCs and Claims existing as of the date hereof, hereafter, the “PLTC/PLTP Matters”) in each case seeking compensable and non-compensable time extensions, direct and indirect costs, and other financial relief pursuant to the DB Contract; and

H. WHEREAS, the events underlying the PLTC/PLTP Matters form the basis of some of the MTA/PLTP Matters; and

I. WHEREAS, PLTC issued to Concessionaire a Notice of Unconditional Election to Terminate the DB Contract dated May 1, 2020, asserting the existence of an Extended Delay of 365 days or more to the Critical Path, and demanded pursuant to the DB Contract that Concessionaire deliver to Owner a notice of unconditional election to terminate the P3 Agreement due to Extended Delay pursuant to Section 19.2.5 of the P3 Agreement; and

J. WHEREAS, Concessionaire (on the basis of such demand) provided a notice of unconditional election to terminate the P3 Agreement to Owner dated June 23, 2020 (the “Notice of Unconditional Termination”), asserting the existence of an Extended Delay resulting in 365 or more days of Critical Path delay; and

K. WHEREAS, Owner disputes the existence of an Extended Delay and provided a Notice of Concessionaire Default to Concessionaire dated June 24, 2020 (the “Notice of Concessionaire Default”), asserting the existence of a Concessionaire Default as a result of the Notice of Unconditional Termination; and

L. WHEREAS, the validity of the Notice of Unconditional Termination is disputed by Owner and the validity of the Notice of Concessionaire Default is disputed by Concessionaire; and

M. WHEREAS, on August 10, 2020, Owner filed a complaint in the Circuit Court for Baltimore City (the “Court”) seeking, among other things, a preliminary injunction (the “P3 Litigation”) and obtained a temporary restraining order (“TRO”) enjoining and restraining Concessionaire from demobilizing and abandoning the Project until Concessionaire established that an Extended Delay of 365 or more days to the Critical Path due to Relief Events exists in accordance with the Dispute Resolution Procedures set forth in the P3 Agreement; and

N. WHEREAS, on September 10, 2020, the Court entered an order (the “September 10 Order”) denying Owner’s preliminary injunction and ordering the TRO to expire upon entry of the September 10 Order; and

O. WHEREAS, in light of the September 10 Order and the MTA/PLTP Matters, and to preserve certain rights under the P3 Agreement or under any applicable law, Owner entered into the Assignment and Assumption Agreement, dated as of September 28, 2020 (the “AA Agreement”), by and among Owner, Concessionaire, PLTC, PLTO, and CAF for the purpose of assigning, transferring, and conveying to Owner the Key Contracts and certain Subcontracts and other agreements; and

P. WHEREAS, in light of the September 10 Order and the MTA/PLTP Matters, and to preserve any and all rights under the P3 Agreement or under any applicable law, Owner issued a notice to Concessionaire on October 9, 2020, indicating Owner’s determination that a Liquid Market exists and its intent to remarket the P3 Agreement in accordance with Attachment 1 to Exhibit 13B of the P3 Agreement (“Notice of Remarket of P3 Agreement”); and

Q. WHEREAS, on October 12, 2020, Concessionaire submitted a response to Owner’s Notice of Remarket of P3 Agreement, challenging Owner’s right to invoke the Resolicitation Process and contesting the existence of a Liquid Market for the Project; and

R. WHEREAS, on October 26, 2020, Concessionaire issued a Notice of Claim disputing Owner's determination that a Liquid Market exists; and

S. WHEREAS, Concessionaire and Owner have executed a Settlement Agreement and Mutual Release, dated as of the date hereof (the "Settlement Agreement"), resolving their current disputes, including in respect of (i) the termination of the DB Contract and the Contract Termination Costs related thereto, including amounts owing by Concessionaire to PLTC in connection with the termination of the DB Contract ("PLTC Termination Costs"); (ii) the MTA/PLTP Matters; (iii) the Notice of Unconditional Termination, the Notice of Concessionaire Default, and the Notice of Remarket of P3 Agreement (hereinafter collectively referred to as the "Disputed Notices"); and (iv) the P3 Litigation; and

T. WHEREAS, Concessionaire, PLTC and Owner desire to enter into this Release Agreement in order to settle any matters related to PLTC in respect of the Project, including, but not limited to, the PLTC Termination Costs as otherwise set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Settlement Agreement, Concessionaire, PLTC, MTA and MDOT agree as follows:

1. The Parties acknowledge and agree that the above recitals are incorporated in and made a part of this Release Agreement.

2. Provided the Settlement Agreement becomes effective, Owner shall make a lump sum payment to Concessionaire and/or PLTC, payable in accordance with clauses (a) and (c) below, equal to \$250,000,000 (the "Owner Settlement Amount"), and Concessionaire will make a lump sum payment to PLTC, payable in accordance with clause (b) below, equal to \$16,280,000 (the "Concessionaire Settlement Amount") for an aggregate amount payable to PLTC of

\$266,280,000 (the "PLTC Settlement Amount"), as follows:

a. Owner will pay \$100,000,000 of the Owner Settlement Amount to Concessionaire for payment to PLTC no later than the date set forth in paragraph 8(a) of the Settlement Agreement, and Concessionaire shall ensure that said funds are paid to and/or received by PLTC immediately thereafter.

b. Concessionaire will pay the Concessionaire Settlement Amount to PLTC no later than concurrently with the payment to PLTC contemplated by clause (a) above.

c. Owner will pay, or cause to be paid, the remainder of the Owner Settlement Amount in the amount of \$150,000,000 (the "Remaining Owner Settlement Amount") to an account identified for payment to PLTC (pursuant to Concessionaire's written direction and in accordance with paragraph 8(b) of the Settlement Agreement), on the earlier of (i) the closing of the New Financing Transactions in respect of the Project, or (ii) the 12-month anniversary of the Effective Date of the Settlement Agreement (the "Settlement Effective Date"). Concessionaire hereby irrevocably, absolutely, and unconditionally assigns and relinquishes to PLTC, in consideration for the PLTC Mutual Release, free and clear of any and all liens, security interests, and other encumbrances, all of its right, title and interest in and to the Remaining Owner Settlement Amount. Concessionaire hereby irrevocably relinquishes any claim to the Remaining Owner Settlement Amount, shall indemnify and hold the State of Maryland harmless against any claim by Concessionaire or any member thereof that payment to PLTC was made incorrectly (so long as made as contemplated herein), and directs Owner to pay the Remaining Owner Settlement Amount to such account as identified by PLTC.

d. Receipt by PLTC of the full amounts specified as payable to it in clauses (a) and (b) above shall be a condition precedent to the effectiveness of (i) this Release Agreement (the

date of such receipt and effectiveness, the “Release Effective Date”) and (ii) any release by Concessionaire of its rights with respect to the MTA/PLTP Matters which are based upon the PLTC/PLTP Matters; provided, however, that, notwithstanding anything herein to the contrary, the obligation of PLTC contemplated in the last sentence of paragraph 13 shall become immediately effective on the Settlement Effective Date irrespective of such condition precedent.

3. The obligation for payment of the full PLTC Settlement Amount to PLTC is hereby confirmed by the Owner (as to the Owner Settlement Amount and subject to paragraph 2 above) and Concessionaire (as to the Concessionaire Settlement Amount). Payment of the full PLTC Settlement Amount is unconditional (but subject to and payable in accordance with the terms described in this Release Agreement and subject to paragraph 34 of the Settlement Agreement). Each of the Owner (with respect to the Owner Settlement Amount) and Concessionaire (with respect to the Concessionaire Settlement Amount and any other amounts to be paid by Concessionaire to PLTC hereunder), respectively, hereby agree that all amounts payable to PLTC hereunder shall not be subject to setoff, reduction, abatement or any other diminishment for any reason except as required under the Tax-General Article of the Annotated Code of Maryland. Without prejudice to the agreed amount and lump-sum nature of the PLTC Settlement Amount and their respective obligations to pay, each of Owner and Concessionaire shall have the same right to request reasonable information in respect of such costs incurred by PLTC in its performance under the DB Contract. All WGL, PEPCO and Verizon invoices for material costs (excluding costs referenced in MTA Document 2020.10.29.3793) are Owner’s obligation and are not included in the PLTC Settlement Amount as contemplated in paragraph 9 of the Settlement Agreement.

4. Except for the Parties’ obligations under this Release Agreement, as of the

Settlement Effective Date, MTA, MDOT, and the State of Maryland, on behalf of themselves and their respective principals, member entities, parent entities, subsidiaries, agents, agencies, departments, subcontractors, suppliers, predecessors, successors, affiliates and assigns (excluding PLTO, the LRV Supplier (as defined in the P3 Agreement), any supplier or subcontractor under any Assigned DB Subcontractor/Agreements (as defined in the AA Agreement), and the O&M Guarantors in relation to the O&M Contract), hereby irrevocably release, waive, and forever discharge PLTC (including its members and affiliates), the DB Guarantors (except, with respect to the DB Guarantors, as provided in paragraph 16 below), and (solely with respect to the Performance Security and, except as provided in paragraph 10 below, the Payment Bond (as referenced in Section 11.2 of the DB Contract)) the Sureties (as defined in the DB Contract), including all of their officers, agents, and employees, from and against any and all claims, accounts, actions, agreements, bonds, bills, causes of action, charges, covenants, demands, disputes, controversies, complaints, liabilities, obligations, promises, damages, costs, invoices, expenses, losses, delays, amount of time, money or other relief of any nature or kind, whether disputed or undisputed, liquidated or unliquidated, known or unknown, foreseen or unforeseen, suspected or unsuspected occurring singly or in any combination, on account of, arising out of, or in connection with any thing, cause, matter, transaction, act or omission of any nature whatsoever related to or arising from the Project, the DB Contract, the Payment Bond (except as provided in paragraph 10 below), the Performance Security, the DB Guaranties (as defined in the DB Contract) (except, with respect to the DB Guaranties, as provided in paragraph 16 below), the Interface Agreement, the LRV Supply Contract, and/or the P3 Agreement (collectively, the “Owner Mutual Release”). Except as expressly set forth herein, this Owner Mutual Release shall include all claims and defenses that were asserted, can be asserted, or could have been asserted in the P3 Litigation



and/or the MTA/PLTP Matters, and includes, without limitation, any claims for any alleged Extended Delay, abandonment, default, breach of contract, delay, negligence, and incomplete or defective work. As to PLTC, this Owner Mutual Release shall not include any of the obligations of PLTC specified in paragraphs 8 through 10 below.

5. Except for the Parties' obligations under this Release Agreement, Concessionaire, on behalf of itself and its respective principals, member entities, parent entities, subsidiaries, agents, agencies, departments, subcontractors, suppliers, predecessors, successors, affiliates and assigns (excluding PLTO and the O&M Guarantors in relation to the O&M Contract), hereby irrevocably releases, waives, and forever discharges PLTC (including its members and affiliates thereof), the DB Guarantors (except, with respect to the DB Guarantors, as provided in paragraph 16 below), and (solely with respect to the Performance Security and, except as provided in paragraph 10 below, the Payment Bond, in each case provided by PLTC) the Sureties, individually and collectively, including all of their officers, agents, employees, and contractors, from and against any and all claims, accounts, actions, agreements, bonds, bills, causes of action, charges, covenants, demands, disputes, controversies, complaints, liabilities, obligations, promises, damages, costs, invoices, expenses, losses, delays, amounts of time, money or other relief of any nature or kind whether disputed or undisputed, liquidated or unliquidated, known or unknown, foreseen or unforeseen, suspected or unsuspected occurring singly or in any combination, on account of, arising out of, or in connection with any thing, cause, matter, transaction, act or omission of any nature whatsoever related to or arising from the Project, the DB Contract, the Payment Bond (except as expressly set forth in paragraph 10 below), the Performance Security, the DB Guaranties (except, with respect to the DB Guaranties, as provided in paragraph 16 below), the Interface Agreement, the LRV Supply Contract, and/or the P3 Agreement, including, but not

limited to, the PLTC Termination Costs, and all MTA/PLTP Matters (collectively, the “Concessionaire Mutual Release”). Except as expressly set forth herein this Concessionaire Mutual Release shall include, without limitation, any claims for any alleged abandonment, default, breach of contract, delay, negligence and incomplete or defective work. This Concessionaire Mutual Release shall not include any obligations of PLTC specified in paragraphs 8 through 10 below. This Concessionaire Mutual Release shall not release any of the DB Guarantors or PLTC members (or their affiliates) in their capacity, if any, as members of Concessionaire or PLTO, and shall not in any way modify any obligations which may exist of any DB Guarantors or PLTC members (or their affiliates) under the Equity Contribution Agreement, the Equity Letters of Credit, the Pledge Agreements or in any way modify any obligations which may exist of any DB Guarantors or PLTC members (or their affiliates) under any O&M Performance Security Instruments (in each case as defined in the applicable Funding Agreements or Security Documents).

6. Except for the Parties’ obligations under this Release Agreement, PLTC, on behalf of itself and its respective principals, member entities, parent entities, subsidiaries, agents, agencies, departments, subcontractors, suppliers, predecessors, successors, affiliates and assigns, hereby irrevocably releases, waives, and forever discharges MTA, MDOT, the State of Maryland, and Concessionaire and Concessionaire’s Lenders, individually and collectively, including their officers, agents, employees, and contractors, from and against any and all claims, accounts, actions, agreements, bonds, bills, causes of action, charges, covenants, demands, disputes, controversies, complaints, liabilities, obligations, promises, damages, costs, invoices, expenses, losses, delays, amounts of time, money or other relief of any nature or kind whether disputed or undisputed, liquidated or unliquidated, known or unknown, foreseen or unforeseen, suspected or

unsuspected occurring singly or in any combination, on account of, arising out of, or in connection with any thing, cause, matter, transaction, act or omission of any nature whatsoever related to or arising from the Project, the DB Contract, the LRV Supply Contract, and/or the P3 Agreement, including, but not limited to, the PLTC Termination Costs, and all PLTC/PLTP Matters (collectively, the "PLTC Mutual Release"). This PLTC Mutual Release shall include, without limitation, any claims for any Extended Delay, alleged abandonment, default, breach of contract, delay, negligence, and incomplete or defective work as of the Release Effective Date and, as to Concessionaire, this PLTC Mutual Release shall include all claims and defenses that were asserted, can be asserted, or could have been asserted in the PLTC/PLTP Matters, and as to Concessionaire and Owner, includes, without limitation, any claims for any alleged Extended Delay, abandonment, default, breach of contract, delay, negligence, and incomplete or defective work (except as expressly contemplated herein, including, without limitation, paragraphs 3, 7, 14 and 15). For the avoidance of doubt, and without limitation, the Parties agree that the DB Contract and the Interface Agreement are terminated and of no further force or effect.

7. PLTC shall not be responsible for any liability, obligation, or commitment arising under any Assigned DB Subcontracts/Agreements (as defined in the AA Agreement) to the extent such liability, obligation, or commitment (including as it relates to costs and expenses incurred for work performed, services rendered, and materials and supplies purchased) arises on or after September 28, 2020 (the "Cut-Off Date"), including, without limitation, any obligation for payment for work performed or costs incurred (including, for clarity, any amounts spent) on or after the Cut-Off Date (the "Post-Assignment Obligations"). For the avoidance of doubt, Post-Assignment Obligations include, without limitation, (a) any and all claims for costs for stored materials purchased for the Project prior to the Cut-Off Date by any supplier or subcontractor

under any Assigned DB Subcontracts/Agreements, provided that neither PLTC nor MTA have previously paid for such materials; and (b) any and all costs incurred (including, for clarity, any amounts spent) by any supplier or subcontractor under any Assigned DB Subcontracts/Agreements on or after the Cut-Off Date related to alleged Relief Events, changes and/or claims which accrued or first arose before the Cut-Off Date. The Owner is responsible for all Post-Assignment Obligations. Without prejudice to paragraph 8 through 10 below, the Owner and Concessionaire hereby release (and solely in the case of Concessionaire, agrees to indemnify and hold harmless) PLTC, Fluor Enterprises, Inc. ("Fluor"), The Lane Construction Corporation, Traylor Bros., Inc., the DB Guarantors (except, with respect the DB Guarantors, as provided in paragraph 16 below), and (solely with respect to the Performance Security and, except as expressly set forth in paragraph 10 below, the Payment Bond) the Sureties for any claims which arise out of or relate to any Post-Assignment Obligations. To the extent that PLTC shall be required to pay any claimed amounts for claims which arise out of or relate to any Post-Assignment Obligations, PLTC shall notify Owner within 10 business days of its receipt of any such claim, and Owner shall reimburse PLTC for the same upon receipt of the appropriate documentation.

8. PLTC shall indemnify, defend and hold harmless the State Indemnified Parties and the Concessionaire Indemnified Parties (each such term as defined in the DB Contract) from and against any and all claims, losses, liabilities, response costs, costs and expenses, arising out of, relating to or resulting from costs incurred before the Cut-Off Date by subcontractors and suppliers under the Assigned DB Subcontracts/Agreements that were assigned by PLTC to Owner pursuant to the AA Agreement. Notwithstanding the foregoing, for the avoidance of doubt, this obligation of PLTC shall not include any Post-Assignment Obligations.

9. Notwithstanding anything to the contrary set forth herein, PLTC shall remain responsible for the cost of repair of any unidentified or unknown defects contained in installed and completed self-performed DB Work (including elements of DB Work) performed by PLTC's own forces that is first discovered within the one-year period commencing on the Cut-Off Date; provided that PLTC is notified, in writing, within 20 days of the discovery of any such defect, and given a reasonable opportunity to repair such defect, in which event PLTC shall be responsible for the repair and the cost of such repair, of any such defects or at its election, PLTC shall pay for any such costs of repair performed by a third party, so long as such costs are first approved by PLTC; provided, further, that PLTC will not be responsible for any items that were known prior to the Cut-Off Date and identified and recorded in the Project records constituting RFIs, FDCs, NDCs, NCRs/Quality Oversight Assessment Reports (QOAR), field reports, QC/QA reports, and official deficiency notices, whether or not a resolution has been provided or agreed upon; and provided, further, that PLTC will not be responsible for any work, material or equipment supplied by others (including subcontractors and suppliers), or any defects, cost or additional work that is the result of (i) any work not having been progressed to completion prior to termination of the DB Contract, (ii) any alterations or repairs conducted by others, or (iii) the Project not progressing and/or sitting idle including, but not limited to, ordinary course wear and tear, damage, erosion, settlement, rust, changes in camber, etc. For the avoidance of doubt, any obligation or liability under this paragraph 9 shall expire on the date which is one year from the Cut-Off Date.

10. For the avoidance of doubt, nothing herein is intended to release PLTC from its statutory or common law liability to Third Parties (not including Concessionaire, Lenders, the Collateral Agent or Owner) for personal injury or injury to real or personal property arising out of defects in the DB Work self-performed by PLTC. PLTC consents to being joined into any lawsuit

filed against Concessionaire and/or Owner in respect of the matters contemplated in the immediately preceding sentence. For the avoidance of doubt, nothing herein is intended to waive any claims any Subcontractors may have under the Payment Bond for amounts owed to such Subcontractor by PLTC arising prior to the Cut-Off Date, which, for clarity, does not include any Post-Assignment Obligations.

11. PLTC will not be responsible for and shall have no liability for any engineering or design, including any errors or omissions contained therein. Such responsibility shall reside and remain with the Engineer of Record. With respect to the E&O policy that was in place prior to termination of the DB Contract, PLTC represents that it remains in place as of the date hereof and the parties are in the process of attempting to transfer such policy to Marsh Canada for future administration on behalf of SNC-Lavalin, the parent company of Atkins North America, and PLTC will continue to reasonably cooperate with such efforts, and the premium for such policy has been paid through September 2022.

12. PLTC shall be responsible for the prompt release and payment of any retainage (if applicable) withheld from subcontractors by PLTC prior to the Release Effective Date and shall provide evidence to Concessionaire and Owner that all such retainage has been released in full.

13. The Parties will continue to work in good faith to demobilize and turn over the Project in accordance with the requirements of the P3 Agreement and the DB Contract, including, without limitation, the execution of a bill of sale, assignment of leases, and transfer of data and documents. PLTC shall cooperate with Owner and Concessionaire in respect of the procurement of a new Design-Build Contractor, in terms of the provision of information and assistance reasonably requested. PLTC shall provide to Owner all Project data and documents, including any data and documents in TraceCloud, in the possession of PLTC no later than (x) in respect of any

such Project data and documents requested in writing prior to the Settlement Effective Date, December 31, 2020, and (y) in respect of any Project data and documents requested on or after the Settlement Effective Date, no later than 15 business days after the written request therefor.

14. In exchange for the mutual promises, representations, warranties, and other consideration set forth herein, the adequacy of which is hereby acknowledged, PLTC hereby acknowledges that, in accordance with the Settlement Agreement, Owner and Concessionaire will execute and file, within 10 days of the Settlement Effective Date, a Stipulation and Order of Dismissal with Prejudice in the P3 Litigation, which will forever bar all claims raised in the P3 Litigation, except as otherwise expressly contemplated in the Settlement Agreement (or in this Release Agreement, as the case may be), prior to the Settlement Effective Date.

15. As of the Release Effective Date, Owner and Concessionaire shall release any claims they may have with respect to, and shall cause to be returned to PLTC and each DB Guarantor, as applicable, the Performance Security and the Concessionaire Construction Letter(s) of Credit (as defined in the DB Contract), and Concessionaire shall procure, in such a manner as will permit reliance by PLTC, the Sureties in respect of the Performance Security, and the DB Guarantors, (a) any necessary consent of the Collateral Agent in order to effectuate the termination of the DB Direct Agreement (as defined in the DB Contract), the Payment Bond, the Performance Security and the Concessionaire Construction Letter(s) of Credit; (b) releases from the Collateral Agent in favor of PLTC, applicable Sureties (solely in their capacities as providers of the Payment Bond and Performance Security), and the DB Guarantors (solely in their capacities as guarantors under the DB Guaranties, and except as provided in paragraph 16 below) of potential Lender claims in respect of the DB Contract, the Performance Security, the Payment Bond, the proceeds of the Concessionaire Construction Letter(s) of Credit, the DB Direct Agreement and the DB

Guaranties (except, with respect to the DB Guaranties, as provided in paragraph 16 below); and (c) the agreement of the Collateral Agent (on behalf of the Lenders) to permit (and not delay or interfere with) the payment of the PLTC Settlement Amount in accordance with the terms of this Release Agreement.

16. Each DB Guarantor and Concessionaire hereby acknowledges and agrees that the definition of “Guaranteed Obligations” set forth in Section 1.01 of each DB Guaranty shall be hereby be amended to be limited solely to the payment and performance obligations of PLTC under paragraphs 8 and 9 of this Release Agreement, and that Concessionaire shall procure the consent of the Collateral Agent to such modification under paragraph 3(f) of each related consent and agreement between the relevant DB Guarantor and the Collateral Agent in respect of each such DB Guaranty.

17. This Release Agreement shall not act as a release or preclude any claims which may arise from the enforcement of this Release Agreement.

18. This Release Agreement shall be interpreted and enforced in accordance with the Laws of the State of Maryland.

19. The provisions of Section 26.11 of P3 Agreement as in effect as of September 10, 2020 related to jurisdiction and venue shall apply hereto and be incorporated herein by reference, *mutatis mutandis*.

20. As between Owner and PLTC and Concessionaire and PLTC, this Release Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein (but without prejudice to the Settlement Agreement or any other related agreements between Owner and Concessionaire) supersedes any prior negotiations, agreements, and understandings with respect thereto. Any written or oral discussions conducted prior to the



execution of this Release Agreement shall not vary or alter the terms of this Release Agreement. Notwithstanding the foregoing, the AA Agreement shall survive, but, as among the Parties hereto, in the event of any conflict between the terms of the AA Agreement and this Release Agreement, the terms of this Release Agreement shall control.

21. This Release Agreement is in compromise and settlement of the PLTC Termination Costs, Disputed Matters, Disputed Notices, and P3 Litigation. Nothing contained herein shall be construed as an admission, expression, or acknowledgment by any of the Parties of the validity of any fact, legal principle, claim, allegation or liability with regard to any person or entity and shall not be admissible, nor have any precedential value, in the litigation or resolution of any other dispute.

22. PLTC and Concessionaire acknowledge and agree that all of Concessionaire's right, title, and interest in and to this Release Agreement (for clarity, excluding the PLTC Settlement Amount) shall be pledged to the Collateral Agent pursuant to, and shall constitute "Collateral" under, and be subject to the terms of, the existing Security Documents.

23. The Parties have executed this Release Agreement on the advice of counsel, and the individuals signing below warrant and represent that they are authorized and empowered to execute this Release Agreement on behalf of their respective Parties.

24. Owner and Concessionaire hereby confirm and agree that from and following the date on which Fluor shall have irrevocably sold or transferred its equity interests in PLTO, Owner and Concessionaire each shall not make any claim or demand against Fluor Corporation on the O&M Guarantee (as defined in the O&M Contract) issued by Fluor Corporation.

25. This Release Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

Electronic transmission in portable document format of any signed (or electronically 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 an original.

26. As between Owner and Concessionaire, in the event of any inconsistency between the terms of the Settlement Agreement and this Release Agreement, the Settlement Agreement shall prevail.

27. For purposes this Release Agreement, the notices and documents required to be given under paragraphs 7 and 9 herein shall be in writing and shall be (i) delivered by email; or (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested; or (iii) sent by overnight express carrier, addressed in each case as follows, or as otherwise designated by each Party:

**TO OWNER:**

Kevin B. Quinn, Jr.  
Administrator  
Maryland Transit Administration  
6 St. Paul Street  
Baltimore, Maryland 21202-1614  
Email: kquinn@mdot.maryland.gov

With a copy to:

Maryland Transit Administration  
Office of the Attorney General  
6 St. Paul Street, 12th Floor  
Baltimore, Maryland 21202  
Attention: Principal Counsel  
Email: jsweeney@mdot.maryland.gov

**TO PLTC:**

Purple Line Transit Constructors, LLC  
100 Fluor Daniel Drive  
Greenville, SC 29607-2762  
Attn: Kim Williams C106-NW  
Email: Scott.Risley@pltcllc.com

With a copy to:

Robert C. Chambers, Esq.  
Smith, Currie & Hancock, LLP  
2700 Marquis One Tower  
245 Peachtree Center Avenue, N.E.  
Atlanta, GA 30303-1227  
Email: RCChambers@smithcurrie.com

**TO CONCESSIONAIRE:**

Purple Line Transit Partners LLC  
6811 Kenilworth Avenue, Suite 601  
Riverdale, MD 20737  
Attn: Peter van der Waart van Gulik, CEO  
Doran Bosso, Deputy CEO  
Email: Peter.Waart@meridiam.com  
Doran.Bosso@purplelinepartners.com

With a copy to:

Tomer Pinkusiewicz  
Gibson Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166  
Email: TPinkusiewicz@gibsondunn.com

IN WITNESS WHEREOF, the Parties agree to be bound by the terms and conditions set forth in this Release Agreement effective as of the Release Effective Date set forth herein.

[SIGNATURES ON THE NEXT PAGE]

WITNESS:

MARYLAND TRANSIT ADMINISTRATION  
OF THE MARYLAND DEPARTMENT OF  
TRANSPORTATION

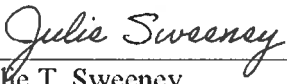
Loretta H. Shields

By:   
Kevin B. Quinn  
Administrator

Digitally signed by  
Kevin B. Quinn, Jr.  
Date: 2020.12.17

12/17/2020  
(Date)

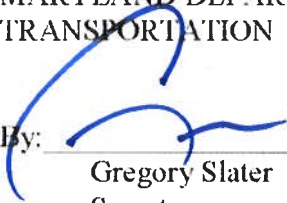
Reviewed and Approved as to  
Form and Legal Sufficiency for MTA:

  
Julie T. Sweeney  
Assistant Attorney General

WITNESS:

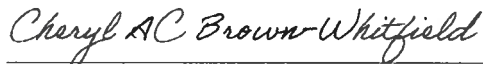
MARYLAND DEPARTMENT OF  
TRANSPORTATION



By:   
Gregory Slater  
Secretary

12/17/20  
(Date)

Reviewed and Approved as to  
Form and Legal Sufficiency for MDOT:

  
Cheryl A.C. Brown-Whitfield  
Assistant Attorney General  
Principal Counsel

APPROVED BY BOARD OF PUBLIC WORKS

Date: 12/16/2020

Item No. Item 14-GM-MOD


[Mutual Release Agreement]

PRIVILEGED & CONFIDENTIAL  
ATTORNEY WORK PRODUCT

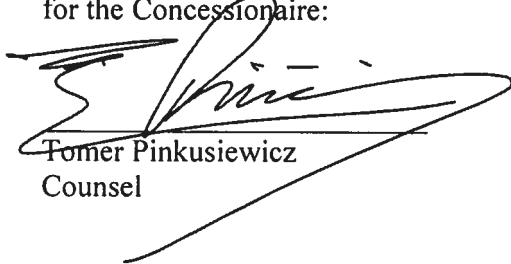
WITNESS:

PURPLE LINE TRANSIT PARTNERS LLC



By:  12/15/2020  
Peter van der Waart van Gulik (Date)  
Chief Executive Officer  
Purple Line Transit Partners LLC

Reviewed and Approved as to  
Form and Legal Sufficiency  
for the Concessionaire:

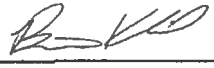



Tomer Pinkusiewicz  
Counsel

*[Mutual Release Agreement]*


WITNESS:

PURPLE LINE TRANSIT CONSTRUCTORS, LLC

  
\_\_\_\_\_

By:  \_\_\_\_\_ 12/13/20  
Scott Risley (Date)  
President  
Purple Line Transit Constructors, LLC

Reviewed and Approved as to  
Form and Legal Sufficiency  
for PLTC:

  
\_\_\_\_\_

Robert Chambers  
Counsel

*[Mutual Release Agreement]*

Solely for purposes of paragraph 16 hereof:

WITNESS:

FLUOR CORPORATION



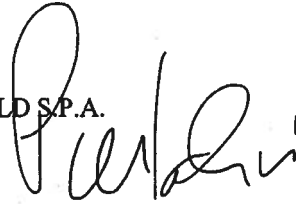
By: John Reynolds  
Name: JOHN REYNOLDS  
Title: CHIEF LEGAL OFFICER  
Date: DECEMBER 13, 2020

[Mutual Release Agreement]

Solely for purposes of paragraph 16 hereof:

WITNESS:

WEBUILD S.P.A.



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

Name: Dr. Pietro Salini

Title: CEO

Date: 14.12.2020



*[Mutual Release Agreement]*



Solely for purposes of paragraph 16 hereof:

WITNESS:

TRAYLOR BROS., INC.

*Tiffany Steuerwald*

By: 

Name:

MICHAEL T. TRAYLOR

Title:

CO-PRESIDENT

Date:

12.13.2020

[Mutual Release Agreement]