

**THIRD AMENDMENT TO THE COMPREHENSIVE AGREEMENT
RELATING TO THE TRANSFORM 66 P3 PROJECT**

This THIRD AMENDMENT TO THE COMPREHENSIVE AGREEMENT RELATING TO THE TRANSFORM 66 P3 PROJECT (this “Amendment”) is made and entered into as of December 30, 2024, by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION, an agency of the Commonwealth of Virginia (the “Department”), the address of which is 1401 East Broad Street, Richmond, Virginia 23219, and I-66 EXPRESS MOBILITY PARTNERS LLC, a Delaware limited liability company (the “Developer”), the address of which is 7450 Century Park Drive, Manassas, Virginia 20109.

RECITALS

WHEREAS, the Department and the Developer entered into that certain Comprehensive Agreement Relating to the Transform 66 P3 Project, dated as of December 8, 2016 (as amended pursuant to the First Amendment, dated as of October 6, 2017 and the Second Amendment, dated as of September 9, 2022, the “Comprehensive Agreement”), pursuant to which the Department has granted to the Developer the right to develop, design, finance, construct, operate and maintain the Transform 66 P3 Project, as more specifically defined and described in the Comprehensive Agreement; and

WHEREAS, the Department and the Developer desire to amend and clarify their respective rights and obligations under the Comprehensive Agreement, on the terms set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meaning assigned to such term in the Comprehensive Agreement.

2. Amendment to Section 5.05 (Disposition of Gross Revenues). Section 5.05(b) of the Comprehensive Agreement is hereby deleted in its entirety and replaced as follows:

(b) The Developer will not use Gross Revenues to make any Distributions or to pay any amount payable pursuant to an Affiliate Contract subject to approval but not approved by the Department pursuant to Section 24.02(k), unless and until the Developer first pays the following:

(i) any undisputed amounts due to the Department pursuant to the terms of this Agreement (other than amounts due and payable under (viii) and (x) below);

- (ii) all current and delinquent Operating Costs (including any payments to Affiliates made solely in accordance with the applicable Affiliate Contracts entered into in accordance with Section 24.02(k));
- (iii) all Revenue Sharing Payments that are currently due and payable or delinquent;
- (iv) all current and delinquent debt service and other current and delinquent amounts due under any Developer Debt (including reserves required by such lenders for Developer Debt);
- (v) all Taxes affecting the Project that are currently due and payable or delinquent;
- (vi) all current and delinquent deposits to the Major Maintenance Reserve Fund;
- (vii) all current and delinquent costs and expenses for Major Maintenance;
- (viii) all Transit Funding Payments that are currently due and payable or delinquent;
- (ix) all current and delinquent deposits to any other reserve contemplated by this Agreement; and
- (x) all Support for Corridor Improvements payments that are currently due and payable or delinquent.

In the event there are any disputed amounts due to the Department pursuant to the terms of this Agreement, the Developer will either maintain an additional cash reserve or, with the Department's prior written consent, deliver to the Department a Letter of Credit (which will be without recourse to the Developer and not secured by any Collateral (as defined in the TIFIA Loan Documentation) for so long as the TIFIA Loan Documentation remains in effect) for such disputed amounts as a condition precedent to making any Distribution or payment to an Affiliate (other than any payment to an Affiliate pursuant to an Affiliate Contract that has been approved or is otherwise permitted hereunder). In the event the Developer delivers to the Department a Letter of Credit to satisfy such additional reserve requirement in accordance with this Section 5.05(b), the Department shall be entitled to draw upon such Letter of Credit in an amount equal to all disputed amounts that have been determined payable to the Department following the final resolution of the Dispute with respect to such disputed amounts if the Developer has not promptly (and, in any case, within fifteen (15) Business Days) following such final resolution made such payment to the Department. In addition, the Department shall be entitled to draw upon such Letter of Credit in an amount equal to all disputed amounts if the Developer for any reason fails to deliver to the Department a new or replacement

Letter of Credit by not later than fifteen (15) Business Days prior to the expiration date of any Letter of Credit previously provided by the Developer to the Department in accordance with this Section 5.05(b). If the Department draws on such Letter of Credit pursuant to the terms of the immediately preceding sentence, the Department shall use the proceeds of such draw to establish the additional cash reserve required under this Section 5.05(b).

The Department shall promptly return any outstanding Letter of Credit to the Developer following the resolution of any of the Disputes in respect of which such Letter of Credit shall have been provided (after giving effect to any draw thereon permitted, if any, pursuant to this Section 5.05(b)).

3. No Modification. This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision of the Comprehensive Agreement.

4. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth. Venue for any legal action arising out of this Amendment shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto consent and agree that this Amendment may be signed and/or transmitted by facsimile, email of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) and that such signed electronic record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Third Amendment to the Comprehensive Agreement Relating to the Transform 66 P3 Project as of the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: Stephen C. Brich
Name: Stephen C. Brich, P.E.
Title: Commissioner of Highways

I-66 EXPRESS MOBILITY PARTNERS LLC


By: _____
Name: Luis Tejerina
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Third Amendment to the Comprehensive Agreement Relating to the Transform 66 P3 Project as of the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____
Name: Stephen C. Brich, P.E.
Title: Commissioner of Highways

I-66 EXPRESS MOBILITY PARTNERS LLC

By:  _____
Name: Luis Tejerina
Title: Chief Executive Officer