

This Second Amendment to the Maintenance Contract (this "Amendment") is made and entered into as of [●], 2021, among:

- (1) Kiewit Meridiam Partners LLC, a limited liability company formed under the laws of the State of Delaware ("Developer"); and
- (2) Roy Jorgensen Associates, Inc., a corporation incorporated under the laws of the State of Delaware (the "O&M Contractor").

The Developer and the O&M Contractor are hereinafter referred to collectively as the "Parties", and "Party" means either the Developer or the O&M Contractor.

RECITALS

Whereas:

- (A) The Developer and the O&M Contractor entered into the Maintenance Contract for the Central 70 Project, dated as of November 21, 2017 (as amended by the First Amendment to the Maintenance Contract, dated December 21, 2017, the "O&M Contract"), in connection with the operation and maintenance of a portion of the I-70 East corridor in Greater Denver, Colorado as more fully described in the O&M Contract.
- (B) On the date hereof, the Enterprises and the Developer have entered into that certain Fourth Amendment to the Project Agreement to make amendments to the Project Agreement as set forth therein, which amendment is contemplated by the Memorandum of Settlement, dated [●], 2021, by and among the Enterprises, the Developer and the Construction Contractor (the "Memorandum of Settlement").
- (C) The Parties have agreed to make the amendments to the O&M Contract set forth in this Amendment.

Now, therefore, in consideration of their mutual undertakings and agreements hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties undertake and agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Terms used but not defined herein shall have the respective meanings ascribed to such terms in the O&M Contract.
- 1.2. Part 2, Sections 2 (excluding only Part 2, Section 2.1.3.a) and 42.2 of the O&M Contract are incorporated by reference as if set forth herein.

2. AMENDMENTS

In accordance with Part 2, Section 43.1 of the O&M Contract, with effect on and from the Settlement Date (as defined in the Memorandum of Settlement), the O&M Contract shall be amended as provided in this Section 2.

2.1. Amendments to Definitions

In Part A of Annex A (*Definitions and Abbreviations*) of the O&M Contract,

- (i) The definition of "Insurance Review Period" is amended by deleting it in its entirety and replacing it with the following:

"Insurance Review Period" means:

- a. with respect to the initial Insurance Review Period, the two year period commencing on the Benchmarked Insurance Inception Date and ending on the Calendar Day immediately prior to the second Insurance Renewal Date; and

- b. thereafter, each subsequent two year period commencing on the Calendar Day immediately following the expiration of the prior Insurance Review Period and ending on the Calendar Day immediately prior to the second anniversary of the first day of such two year period,

in the case of either paragraphs a. or b., except where the end of such period lies beyond the last Calendar Day of the Term, in which case the relevant Insurance Review Period shall end on the last Calendar Day of the Term.

3. DOCUMENTS OTHERWISE UNCHANGED

Except as herein provided, the O&M Contract shall remain unchanged and in full force and effect in accordance with its terms. As of the Settlement Date (as defined in the Memorandum of Settlement), each reference to the O&M Contract, and references in the O&M Contract to such agreement itself, shall reference the O&M Contract as amended hereby and as the same may be further amended, modified or supplemented from time to time.

4. CHOICE OF LAW

- 4.1. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado, other than any provision thereof that permits or requires the application of the laws of another jurisdiction, and regardless of any other jurisdiction's choice of law rules. Any provision incorporated herein by reference which purports to negate this provision, in whole or in part, shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Amendment, to the extent capable of execution.
- 4.2. Part 2, Sections 37 and 38 of the O&M Contract are incorporated by reference as if set forth herein.

5. BINDING EFFECT; SUCCESSORS AND ASSIGNS

This Amendment shall be binding upon and inure to the benefit of the Developer and the O&M Contractor and each of their respective permitted successors and assigns.

6. SEVERABILITY

- 6.1. Notwithstanding Part 2, Section 2.4.1 of the O&M Contract (as incorporated herein pursuant to Section 1.2 of this Amendment), if any provision (or part of any provision) of this Amendment is ruled invalid (including due to Change in Law) by a court having proper jurisdiction, then the Parties shall:
 - (i) promptly meet and negotiate a substitute for such provision or part thereof which shall, to the greatest extent legally permissible, effect the original intent of the Parties; and
 - (ii) if necessary or desirable, apply to the court which declared such invalidity for an interpretation of the invalidated provision (or part thereof) to guide the negotiations.
- 6.2. If any provision (or part of any provision) of this Amendment shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such provision (or part thereof) shall not affect the validity, legality and enforceability of any other provision of (or the other part of such provision) or any other documents referred to in this Amendment, and this Amendment shall be construed as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein.

7. COSTS AND EXPENSES OF THE PARTIES

Except as otherwise expressly provided in the O&M Contract, each Party shall bear its own costs and expenses in connection with the preparation, negotiation, execution and performance of this Amendment.

8. COUNTERPARTS

This Amendment may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by each of the Parties shall constitute a full and original instrument for all purposes.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date it is approved and signed by the Colorado State Controller or their designee below.

KIEWIT MERIDIAM PARTNERS LLC

By: _____
Paulo Andre
Project Manager

ROY JORGENSEN ASSOCIATES, INC.

By: _____
Charles E. Henningsgaard
Senior Vice President