

**EXHIBIT B**

**FORM OF FUNDS TRANSFER CERTIFICATE**

Date: \_\_\_\_\_, \_\_\_\_\_

Subject Funding Date: \_\_\_\_\_, \_\_\_\_\_

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

Re: Kiewit Meridiam Partners LLC

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agency Agreement”), among Kiewit Meridiam Partners LLC (the “Borrower”), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”), U.S. Bank National Association, a national banking association, in its capacity as intercreditor agent on behalf of the Secured Creditors (in such capacity, the “Intercreditor Agent”), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”) and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the “Securities Intermediary”) and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto.

The undersigned is an Authorized Representative of the Borrower and is delivering this certificate (this “Funds Transfer Certificate”) pursuant to Section 5.03(b) and Section 5.26 of the Collateral Agency Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned (whether directly or by reference to another agreement) in the Collateral Agency Agreement.

1. Revenue Account. The following transfers are requested to be made from the Revenue Account on [\_\_\_\_\_, \_\_\_\_\_] (the “Subject Funding Date”)<sup>1</sup> in accordance with this Funds Transfer Certificate as set forth in greater detail in Part A of the attached Schedule I, each in accordance with Section 5.03(b) of the Collateral Agency Agreement and the other provisions of the Collateral Agency Agreement:

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<sup>1</sup> Each Subject Funding Date shall be a Monthly Transfer Date.

- (a) In accordance with priority “First” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the [Operating Account [**and insert name of Other Operating Account**]] for application to Operations and Maintenance Expenses.
- (b) In accordance with priority “Second” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the payees or accounts as set forth in greater detail in Part A of the attached Schedule I for the payment of fees, costs, and expenses due and owing to the Secured Parties under the Financing Documents] [and to the payment of rating agency costs][, and ][\$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Series 2017 Rebate Fund to fund rebates due and payable to the United States of America];
- (c) In accordance with priority “Third” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Major Maintenance Reserve Account.
- (d) In accordance with priority “Fourth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Senior Interest Payment Sub-Account of the Senior Debt Service Account, for payment of interest payable on the Series 2017 Bonds, the Series 2021A Bonds and with respect to other outstanding Applicable Senior Secured Obligations.
- (e) In accordance with priority “Fifth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Senior Principal Payment Sub-Account of the Senior Debt Service Account for Principal Related Payments applicable to the Series 2017 Bond Obligations, Series 2021A Bond Obligations and other outstanding Applicable Senior Secured Obligations.
- (f) In accordance with priority “Sixth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the TIFIA Interest Payment Sub-Account of the TIFIA Debt Service Account for payment of interest payable with respect to the TIFIA Obligations.<sup>2</sup>
- (g) In accordance with priority “Seventh” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the TIFIA Principal Payment Sub-Account of the TIFIA Debt Service Account for Principal Related Payments applicable to the TIFIA Obligations.<sup>3</sup>

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<sup>2</sup> Applicable to the extent that the TIFIA Obligations do not qualify as Applicable Senior Secured Obligations.

<sup>3</sup> Applicable to the extent that the TIFIA Obligations do not qualify as Applicable Senior Secured Obligations.

- (h) In accordance with priority “Eighth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the appropriate sub-accounts of the Debt Service Reserve Account related to the outstanding Applicable Senior Secured Obligations, including without limitation the Series 2017 Bonds Debt Service Reserve Sub-Account and the Series 2021A Bonds Debt Service Reserve Sub-Account.
- (i) In accordance with priority “Ninth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the TIFIA Debt Service Reserve Sub-Account.<sup>4</sup>
- (j) In accordance with priority “Tenth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the O&M Reserve Account.
- (k) In accordance with priority “Eleventh” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Handback Reserve Account.<sup>5</sup>
- (l) In accordance with priority “Twelfth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the [Operating Account **[and insert name of Other Operating Account]]** for payment of the Discretionary Capital Expenditures.
- (m) In accordance with priority “Thirteenth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Voluntary Prepayment Account to be applied to the prepayment or redemption of [the Senior Secured [and the TIFIA Obligations]].

The following transfer (either clause (n) or clause (o) below) is requested to be made from the Revenue Account on the relevant Calculation Date or other Restricted Payment Date as set forth in greater detail in Part A of the attached Schedule I:

- (n) In accordance with priority “Fourteenth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue Account and transferred to the Equity Lock-Up Account, which amount is equal to all Applicable Excess Funds on deposit in the Revenue Account.<sup>6</sup>
- (o) In accordance with priority “Fifteenth” of Section 5.03(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Revenue

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<sup>4</sup> Applicable to the extent that the TIFIA Obligations do not qualify as Applicable Senior Secured Obligations.

<sup>5</sup> Applicable on and after the date that is thirty-six (36) months prior to the expiration of the term of the Project Agreement.

<sup>6</sup> On each Calculation Date or other Restricted Payment Date, to the extent any Restricted Payment Condition has not been satisfied as of the applicable Restricted Payment Condition Satisfaction Date.

Account and transferred to the Distribution Account, which amount is equal to all Applicable Excess Funds on deposit in the Revenue Account.<sup>7</sup>

The following transfers are requested to be made from the Revenue Account on the Subject Funding Date (or such other date as set forth in greater detail in the relevant Part(s) of the attached Schedule I):

2. Senior Interest Payment Sub-Account. In accordance with Section 5.04(c) of the Collateral Agency Agreement, we request that (a) \$[\_\_\_\_\_] be withdrawn from the Senior Interest Payment Sub-Account and applied to pay accrued and unpaid interest due and payable on the Series 2017 Bond Obligations, (b) \$[\_\_\_\_\_] be withdrawn from the Senior Interest Payment Sub-Account and applied to pay accrued and unpaid interest due and payable on the Series 2021A Bond Obligations, and (c) \$[\_\_\_\_\_] be withdrawn from the Senior Interest Payment Sub-Account and applied to pay accrued and unpaid interest due and payable on the Applicable Senior Secured Obligations (other than the Series 2017 Bond Obligations and the Series 2021 Bond Obligations), in each case, as set forth in greater detail in Part P of the attached Schedule I.
3. Senior Principal Payment Sub-Account. In accordance with Section 5.04(d) of the Collateral Agency Agreement, we request that (a) \$[\_\_\_\_\_] be withdrawn from the Senior Principal Payment Sub-Account and applied to pay Principal Related Payments that are due and payable on the Series 2017 Bond Obligations, (b) \$[\_\_\_\_\_] be withdrawn from the Senior Principal Payment Sub-Account and applied to pay Principal Related Payments that are due and payable on the Series 2021A Bond Obligations, and (c) \$[\_\_\_\_\_] be withdrawn from the Senior Principal Payment Sub-Account and applied to pay Principal Related Payments that are due and payable on the Applicable Senior Secured Obligations (other than the Series 2017 Bond Obligations and the Series 2021 Bond Obligations), in each case, as set forth in greater detail in Part P of the attached Schedule I.
4. TIFIA Interest Payment Sub-Account. In accordance with Section 5.05(b)(i) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the TIFIA Interest Payment Sub-Account and applied to pay accrued and unpaid interest due and payable on the TIFIA Obligations as set forth in greater detail in Part P of the attached Schedule I.
5. TIFIA Principal Payment Sub-Account. In accordance with Section 5.05(b)(ii) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the TIFIA Principal Payment Sub-Account to pay Principal Related Payments that are due and payable on the TIFIA Obligations as set forth in greater detail in Part P of the attached Schedule I.
6. Series 2021B Bonds Capitalized Interest Account. In accordance with Section 5.08(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Series 2021B Bonds Capitalized Interest Account and applied to pay accrued and unpaid

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<sup>7</sup> On each Calculation Date or other Restricted Payment Date, to the extent each Restricted Payment Condition has been satisfied as of the applicable Restricted Payment Condition Satisfaction Date.

interest due and payable on the Series 2021B Bond Obligations (or reimburse for a prior payment thereof), as set forth in greater detail in Part Q of the attached Schedule I.

7. Series 2021B Bonds Repayment Account. In accordance with Section 5.09(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Series 2021B Bonds Repayment Account and applied in accordance with the terms of the TIFIA Loan Agreement to pay, or reimburse for a prior payment of, all principal and accrued and unpaid interest due and payable on the Series 2021B Bond Obligations, as set forth in greater detail in Part R of the attached Schedule I.
8. Major Maintenance Reserve Account.
  - (a) In accordance with Section 5.10(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Major Maintenance Reserve Account and transferred as set forth in greater detail in Part B of the attached Schedule I for the payment of Renewal Expenditures.
  - (b) In accordance with Section 5.10(c) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Major Maintenance Reserve Account and transferred *[to the Distribution Account][as set forth in greater detail in Part B of the attached Schedule I]*.
9. O&M Reserve Account.
  - (a) In accordance with Section 5.11(c) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the O&M Reserve Account and transferred as set forth in greater detail in Part C of the attached Schedule I for the payment of Operations and Maintenance Expenses.<sup>8</sup>
  - (b) [In accordance with Section 5.11(d) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the O&M Reserve Account and transferred *[to the Distribution Account][as set forth in greater detail in Part C of the attached Schedule I]*.]
10. Voluntary Prepayment Account. In accordance with Section 5.12(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Voluntary Prepayment Account (or a sub-account thereof) and transferred as set forth in greater detail in Part D of the attached Schedule I to prepay or redeem the TIFIA Obligations and the Senior Secured Obligations.
11. Equity Lock-Up Account.
  - (a) In accordance with Section 5.13(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Equity Lock-Up Account and

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<sup>8</sup> For so long as the TIFIA Obligations remain outstanding and any Material O&M Contract is in effect, the Borrower shall not make or direct any withdrawal, transfer or payment from the O&M Reserve Account without the prior written consent of the TIFIA Lender.

***[transferred to the Distribution Account][as set forth in greater detail in Part E of the attached Schedule I].***

- (b) In accordance with Section 5.13(c) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Equity Lock-Up Account and transferred to the ***[insert name of the applicable sub-account]*** of the Mandatory Prepayment Account for application in respect of mandatory prepayments required in accordance with Section 5.17 of the Collateral Agency Agreement and the Financing Documents.

12. Loss Proceeds Account.

- (a) In accordance with Section 5.16(a) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Loss Proceeds Account and transferred to the Physical Damage Proceeds Reserve (as defined in the Project Agreement) in accordance with Section 25.5.2.a of the Project Agreement as set forth in greater detail in Part F of the attached Schedule I.
- (b) In accordance with Section 5.16(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Loss Proceeds Account and transferred to the Operating Account (and/or any Other Operating Account) or other accounts and/or payees as set forth in greater detail in Part F of the attached Schedule I.
- (c) In accordance with Section 5.16(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Loss Proceeds Account and transferred to the ***[insert name(s) of the applicable sub-account(s)]*** of the Mandatory Prepayment Account to cause the extraordinary mandatory redemption or mandatory prepayment, as applicable, of the Senior Secured Obligations and the TIFIA Obligations on a *pro rata* basis, as set forth in greater detail in Part F of the attached Schedule I.
- (d) In accordance with Section 5.16(c) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Loss Proceeds Account and transferred to the Revenue Account.
- (e) In accordance with Section 5.16(d) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Loss Proceeds Account and transferred to the ***[Construction Account]<sup>9</sup>[Revenue Account]<sup>10</sup>***.

13. Series 2017 Bonds Mandatory Prepayment Sub-Account, Series 2021A Bonds Mandatory Prepayment Sub-Account and Series 2021B Bonds Mandatory Prepayment Sub-Account. In accordance with Section 5.17(b) of the Collateral Agency Agreement, we request that (a) \$[\_\_\_\_\_] be withdrawn from the Series 2017 Bonds Mandatory

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<sup>9</sup> Transfers to the Construction Account permitted only prior to the Substantial Completion Date.

<sup>10</sup> Transfers to the Revenue Account permitted only on and after the Substantial Completion Date.

- Prepayment Sub-Account and transferred for applicable to the mandatory redemption of the Series 2017 Bonds, (b) \$[\_\_\_\_\_] be withdrawn from the Series 2021A Bonds Mandatory Prepayment Sub-Account and transferred for applicable to the mandatory redemption of the Series 2021A Bonds, and (c) \$[\_\_\_\_\_] be withdrawn from the Series 2021B Bonds Mandatory Prepayment Sub-Account and transferred for application to the mandatory redemption of the Series 2021B Bonds, in each case, as set forth in greater detail in Part G of the attached Schedule I.
14. TIFIA Mandatory Prepayment Sub-Account. In accordance with Section 5.17(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the TIFIA Mandatory Prepayment Sub-Account and transferred as set forth in greater detail in Part H of the attached Schedule I for application to the mandatory prepayment of the TIFIA Loan.
  15. [\_\_\_\_\_] Sub-Account of the Mandatory Prepayment Sub-Account. In accordance with Section 5.17(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the [*insert name of sub-account*] of the Mandatory Prepayment Account established for the [*describe Secured Obligations*] and transferred as set forth in greater detail in Part I of the attached Schedule I for application to the mandatory prepayment and/or mandatory redemption of such Secured Obligations.
  16. Handback Reserve Account.
    - (a) In accordance with Section 5.18(c) of the Collateral Agency Agreement and the requirements of Section 4.4 of Schedule 12 to the Project Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Handback Reserve Account and transferred as set forth in greater detail in Part J of the attached Schedule I.
    - (b) In accordance with Section 5.18(d) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Handback Reserve Account and transferred [*to the Distribution Account*][*as set forth in greater detail in Part J of the attached Schedule I*].
  17. Sponsor Cash Collateral Account. In accordance with Section 5.20(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the [Meridiam][Kiewit] Sponsor Cash Collateral Sub-Account and transferred to [the Equity Funding Sub-Account of the Construction Account][the Collateral Agent, as set forth in greater detail in Part K of the attached Schedule I].
  18. Termination Compensation Account. The following transfers are requested to be made from the Termination Compensation Account in accordance with this Funds Transfer Certificate, as set forth in greater detail in Part L of the attached Schedule I, each in accordance with Section 5.21(b) of the Collateral Agency Agreement:
    - (a) In accordance with priority “First” of Section 5.21(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Termination Compensation Account and transferred to the [*insert name(s) of applicable sub-*

*account(s)*] of the Mandatory Prepayment Account to repay, prepay or redeem the outstanding Applicable Senior Secured Obligations [and the TIFIA Obligations].<sup>11</sup>

- (b) In accordance with priority “Second” of Section 5.21(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Termination Compensation Account and transferred to the TIFIA Mandatory Prepayment Sub-Account of the Mandatory Prepayment Account to repay or prepay the outstanding TIFIA Obligations.<sup>12</sup>
- (c) In accordance with priority “Third” of Section 5.21(b) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Termination Compensation Account and transferred to the Distribution Account.

19. Construction Account.

- (a) The following transfers are requested to be made from the [Construction Account] [and ***insert name(s) of applicable sub-account(s) of the Construction Account***] in accordance with this Funds Transfer Certificate, as set forth in great detail in Part M of the attached Schedule I, each in accordance with Section 5.02(c) of the Collateral Agency Agreement:<sup>13</sup>
  - (i) In accordance with Section 5.02(c)(i) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2017 Bonds Debt Service Reserve Sub-Account in an amount up to the Series 2017 Bonds Debt Service Reserve Required Balance; and
  - (ii) In accordance with Section 5.02(c)(ii) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2021A Bonds Debt Service Reserve Sub-Account in an amount up to the Series 2021A Bonds Debt Service Reserve Required Balance.
- (b) In accordance with Section 5.02(d) of the Collateral Agency Agreement, we request that the Collateral Agent transfer to the Operating Account \$[\_\_\_\_\_], which amount is equal to all or a portion of the Performance Payment Start-Up Amount from available amounts on deposit in the Equity Funding Sub-Account;
- (c) The following transfers are requested to be made from the [Construction Account] [and ***insert name(s) of applicable sub-account(s) of the Construction Account***] in accordance with this Funds Transfer Certificate, as set forth in greater detail in Part N of the attached Schedule I, each in accordance with Section 5.02(f) of the Collateral Agency Agreement:<sup>14</sup>

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<sup>11</sup> Applicable in any case where the Termination Amount is in an amount less than 100% of the Borrower’s aggregate outstanding Indebtedness.

<sup>12</sup> Applicable to the extent that the TIFIA Obligations do not qualify as Applicable Senior Secured Obligations.

<sup>13</sup> Applicable on the Milestone 5B Payment Date.

<sup>14</sup> Applicable on the SC Milestone Payment Date.



- (i) In accordance with priority “First” of Section 5.02(f) of the Collateral Agency Agreement, we request that (a) \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2017 Bonds Debt Service Reserve Sub-Account which amount, together with the amount on deposit in or credited to the Series 2017 Bonds Debt Service Reserve Sub-Account, equals the Series 2017 Bonds Debt Service Reserve Required Balance, and (b) \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2021A Bonds Debt Service Reserve Sub-Account, which amount, together with the amount on deposit in or credited to the Series 2021A Bonds Debt Service Reserve Sub-Account, equals the Series 2021A Bonds Debt Service Reserve Required Balance;
  - (ii) In accordance with priority “Second” of Section 5.02(f) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the TIFIA Debt Service Reserve Sub-Account in an amount up to the TIFIA Debt Service Reserve Required Balance;
  - (iii) In accordance with priority “Third” of Section 5.02(f) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the [*insert name of applicable sub-account*] of the Mandatory Prepayment Account to the extent required pursuant to [Section 10(a)(iv)]<sup>15</sup> of the TIFIA Loan Agreement, to be applied to the prepayment of the TIFIA Obligations; and
  - (iv) In accordance with priority “Fourth” of Section 5.02(f) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the Revenue Account.
- (d) The following transfers are requested to be made from the Series 2017 Bonds Proceeds Sub-Account in accordance with this Funds Transfer Certificate, as set forth in greater detail in Part N of the attached Schedule I, each in accordance with Section 5.02(i)(i)(C) of the Collateral Agency Agreement:<sup>16</sup>
- (i) In accordance with priority “First” of Section 5.02(i)(i)(C) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2017 Rebate Fund; and
  - (ii) In accordance with priority “Second” of Section 5.02(i)(i)(C) of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn and transferred to the Series 2017 Bonds Mandatory Prepayment Sub-Account for redemption of Series 2017 Bonds in accordance with Section 4.03(a) of the Indenture.

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<sup>15</sup> **NTD: Section reference to be confirmed in the initial draft of the TIFIA Loan Agreement.**

<sup>16</sup> Available on a date that is no earlier than five (5) years after the date of issuance of the Series 2017 Bonds and no later than five (5) years and sixty (60) days after the date of issuance of the Series 2017 Bonds.

20. Invasion of Accounts. The following transfers are requested to be made from the below accounts in accordance with this Funds Transfer Certificate, as set forth in greater detail in Part O of the attached Schedule I, each in accordance with Section 5.23 of the Collateral Agency Agreement:
- (a) In accordance with priority “First” of Section 5.23 of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Equity Lock-Up Account to fund deficiencies in disbursements required to be made from the Revenue Account pursuant to clauses “First” through “Eleventh” under Section 5.03(b) of the Collateral Agency Agreement.
  - (b) In accordance with priority “Second” of Section 5.23 of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Voluntary Prepayment Account to fund deficiencies in disbursements required to be made from the Revenue Account pursuant to clauses “First” through “Eleventh” under Section 5.03(b) of the Collateral Agency Agreement.
  - (c) In accordance with priority “Third” of Section 5.23 of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the O&M Reserve Account to fund deficiencies in disbursements required to be made from the Revenue Account pursuant to clauses “First” through “Eleventh” under Section 5.03(b) of the Collateral Agency Agreement.
  - (d) In accordance with priority “Fourth” of Section 5.23 of the Collateral Agency Agreement, we request that \$[\_\_\_\_\_] be withdrawn from the Major Maintenance Reserve Account to fund deficiencies in disbursements required to be made from the Revenue Account pursuant to clauses “First” through “Eleventh” under Section 5.03(b) of the Collateral Agency Agreement.

We hereby certify as of the date hereof, that we have complied with each of the applicable provisions in each of the relevant Financing Documents relating to the disbursements requested hereby.

The agreements, statements and certifications contained in this Funds Transfer Certificate shall survive and remain effective until all of the obligations (other than contingent obligations in the nature of indemnities) of the Borrower under the Financing Documents are paid or otherwise satisfied in full and all commitments under the Financing Documents are terminated in full.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, the Borrower has caused this Funds Transfer Certificate to be duly executed and delivered by an Authorized Representative of the Borrower as of the date first written above.

KIEWIT MERIDIAM PARTNERS LLC,  
as the Borrower

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

## **SCHEDULE I TO FUNDS TRANSFER CERTIFICATE**

*[Borrower to attach Excel spreadsheets (in .pdf format) with appropriate detail for each applicable transfer, including columns for (i) Section reference, (ii) Transfer Date, (iii) Payee/Account, (iv) Purpose, (v) Payment Date, (vi) Wiring or Other Payment Instructions and (vii) Amount, divided by Parts A through R.]*

- Part A:** Disbursements from Revenue Account
- Part B:** Disbursements from Major Maintenance Reserve Account
- Part C:** Disbursements from O&M Reserve Account
- Part D:** Disbursements from Voluntary Prepayment Account
- Part E:** Disbursements from Equity Lock-Up Account
- Part F:** Disbursements from Loss Proceeds Account
- Part G:** Disbursements from Series 2017 Bonds Mandatory Prepayment Sub-Account, Series 2021A Bonds Mandatory Prepayment Sub-Account and Series 2021B Bonds Mandatory Prepayment Sub-Account
- Part H:** Disbursements from TIFIA Mandatory Prepayment Sub-Account
- Part I:** Disbursements from [\_\_\_\_\_] Mandatory Prepayment Sub-Account
- Part J:** Disbursements from Handback Reserve Account
- Part K:** Disbursements from [Kiewit][Meridiam] Sponsor Cash Collateral Sub-Account
- Part L:** Disbursements from Termination Compensation Account
- Part M:** Disbursements from Construction Account – Milestone 5B Payment Date
- Part N:** Disbursements from Construction Account – SC Milestone Payment Date
- Part O:** Disbursements from Various Accounts (Invasion of Accounts)
- Part P:** Disbursements from the Senior Interest Payment Sub-Account, the Senior Principal Payment Sub-Account, the TIFIA Interest Payment Sub-Account or the TIFIA Principal Payment Sub-Account
- Part Q:** Disbursements from the Series 2021B Bonds Capitalized Interest Account
- Part R:** Disbursements from the Series 2021B Bonds Repayment Account

## EXHIBIT C

### FORM OF RESTRICTED PAYMENT CONDITIONS CERTIFICATE

Date: \_\_\_\_\_, \_\_\_\_\_

Date of Requested Distribution: \_\_\_\_\_, \_\_\_\_\_

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com  
Re: Kiewit Meridiam Partners LLC

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agency Agreement”), among Kiewit Meridiam Partners LLC (the “Borrower”), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”), U.S. Bank National Association, a national banking association, in its capacity as intercreditor agent on behalf of the Secured Creditors (in such capacity, the “Intercreditor Agent”), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”) and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the “Securities Intermediary”) and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto. Capitalized terms used and not otherwise defined herein has the meanings assigned (whether directly or by reference to another agreement) in the Collateral Agency Agreement.

This certificate (this “Restricted Payment Conditions Certificate”) is delivered to you pursuant to [Section 5.13(b)]<sup>17</sup> [and] [Section 5.14(a)] of the Collateral Agency Agreement.

The undersigned is an Authorized Representative of the Borrower and, in such capacity, hereby certifies on behalf of the Borrower, as of the date hereof and the applicable Restricted Payment Date [and the immediately preceding Calculation Date], with respect to certain transfers of funds subject to the Restricted Payment Conditions (each a “Restricted Payment”) requested pursuant to the Funds Transfer Certificate dated \_\_\_\_\_, \_\_\_\_\_ and delivered to you:

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<sup>17</sup> For Restricted Payments made from the Equity Lock-Up Account, the Collateral Agent shall receive a certificate substantially in the form of this Exhibit C with respect to the Restricted Payment Date and with respect to the Calculation Date immediately preceding such Restricted Payment Date.

- (a) any Project Account (or sub-account) required to be established and any Reserve Account required to be established and funded as of such date is fully funded to its required level as of such date or, to the extent permitted under the Financing Documents and the Project Agreement, replaced with an Acceptable Letter of Credit;
- (b) (i) the Total Debt Service Coverage Ratio as of the immediately preceding Calculation Date, or the Restricted Payment Date if such date is a Calculation Date (provided that the applicable Calculation Period shall be less than twelve (12) months for any such Calculation Date or Restricted Payment Date occurring prior to the first anniversary of the Substantial Completion Date), is equal to at least 1.20:1.00 and (ii) the Total Debt Service Coverage Ratio as of the four (4) consecutive Calculation Dates following the immediately preceding Calculation Date, or the Restricted Payment Date if such date is a Calculation Date, is projected to be at least 1.20:1.00;
- (c) no Default or Event of Default pursuant to the terms of the Financing Documents has occurred and is continuing or would exist as a result of the requested Restricted Payments;
- (d) the Substantial Completion Date has occurred and the Borrower has received the SC Milestone Payment;
- (e) none of the Series 2021B Bonds are outstanding;
- (f) prior to the termination of the TIFIA Loan Agreement, each of the “Restricted Payment Conditions” (as defined in the TIFIA Loan Agreement) have been satisfied, or waived by the TIFIA Lender, in accordance with the TIFIA Loan Agreement;
- (g) the Enterprises have not exercised their right to terminate the Project Agreement in respect of a Developer Default or they have rescinded any and all notices of termination delivered by either of them with respect to such termination right; and
- (h) attached hereto as Annex 1 is a copy of any certificate (including without limitation the applicable TIFIA Coverage Certificates) delivered to the TIFIA Lender pursuant to [Section 17(d)(ix)]<sup>18</sup> of the TIFIA Loan Agreement relating to the satisfaction of the “Restricted Payment Conditions” (as defined in the TIFIA Loan Agreement) with respect to the Restricted Payment Date and the immediately preceding Calculation Date.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*

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<sup>18</sup> **NTD:** Section reference to be confirmed in the initial draft of the TIFIA Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Restricted Payment Conditions Certificate to be duly executed and delivered by an Authorized Representative of the Borrower as of the date first written above.

KIEWIT MERIDIAM PARTNERS LLC,  
as the Borrower

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

**ANNEX 1**

**CERTIFICATE(S) DELIVERED TO THE TIFIA LENDER**



## EXHIBIT D

### FORM OF CONTROL AGREEMENT

This Blocked Account Control Agreement (this “Agreement”) is dated as of [●], and entered into by and among KIEWIT MERIDIAM PARTNERS LLC (“Company”), U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, “Collateral Agent”) and [●], as depositary bank (in such capacity, “Depositary Bank”).

1. **Deposit Account.** Pursuant to certain agreements between Company and Collateral Agent, Company has granted to Collateral Agent a security interest in all rights of Company with respect to account number [●] (such account, together with all substitutions and replacements therefor, the “Deposit Account”) located at Depositary Bank and subject to the terms of the Deposit Agreements (as hereinafter defined). The terms and conditions of this Agreement are in addition to any deposit account agreements and other related agreements that Company has with Depositary Bank, including without limitation all agreements concerning banking products and services, treasury management documentation, account booklets containing the terms and conditions of the Deposit Account, signature cards, fee schedules, disclosures, specification sheets and change of terms notices (collectively, the “Deposit Agreements”). The provisions of this Agreement shall supersede the provisions of the Deposit Agreements only to the extent the provisions herein are inconsistent with the Deposit Agreements, and in all other respects, the Deposit Agreements shall remain in full force and effect. All items deposited into the Deposit Account shall be processed according to the provisions of the Deposit Agreements, as amended by this Agreement. Depositary Bank hereby represents, warrants and covenants that (i) the Deposit Account is a “deposit account” for purposes of the Uniform Commercial Code as in effect from time to time in the State of New York (the “NYUCC”), (ii) Depositary Bank is a “bank” for purposes of the NYUCC, and (iii) Depositary Bank has not entered into a control agreement with any other party or any other agreement relating to the Deposit Account under which Depositary Bank may be obligated to comply with instructions originated by a person other than Company or Collateral Agent. Each party hereto agrees that this Agreement is an “authenticated record” as such term is used in the NYUCC.

2. **Security Interest.** Company has granted to Collateral Agent a security interest in, among other property, the Deposit Account and all credits or proceeds thereto and all monies, checks and other instruments held or deposited therein (all of which shall be included in the definition of the “Deposit Account”), pursuant to the Security Agreement, dated as of December 19, 2017, by and between Company and Collateral Agent, as amended, supplemented or otherwise modified from time to time (the “Security Agreement”). Company represents and warrants that it has the legal right to pledge the Deposit Account to Collateral Agent, that the funds in the Deposit Account are not held for the benefit of a third party, and that, except with respect to the security interest and lien granted to the Collateral Agent pursuant to the Security Agreement and perfected hereby, there are no perfected liens or encumbrances with respect to the Deposit Account. Company covenants with Collateral Agent that it shall not enter into any acknowledgment or agreement that gives any other person or entity except Collateral Agent control over, or any other security interest, lien or title in, the Deposit Account. If any person or entity asserts any lien, encumbrance or adverse claim (including, without limitation, any writ, garnishment, judgment, warrant of attachment, execution or similar process and any claim of

control) against any funds in the Deposit Account, Depository Bank will promptly notify Collateral Agent and Company.

3. **Control.** In order to provide Collateral Agent with control over the Deposit Account, Company and Depository Bank agree that Depository Bank shall, subject to Section 4 below, comply with any and all orders, notices, requests and other instructions originated by Collateral Agent directing disposition of the funds in the Deposit Account without any further consent from Company, even if such instructions are contrary to any of Company's instructions or demands or result in Depository Bank dishonoring items which may be presented for payment. Company agrees that instructions from Collateral Agent may include the giving of stop payment orders for any items presented to the Deposit Account, instructions to transfer funds to or for the benefit of Collateral Agent or any other person or entity, and instructions to close the Deposit Account. Prior to the termination of this Agreement, Depository Bank will not agree with any third party to give such third party "control" (as defined under Section 9-104 of the NYUCC) over, or any other security interest, lien or title in, the Deposit Account.

4. **Access to Deposit Account.** The Deposit Account shall be under the control of Collateral Agent; provided, that unless and until Depository Bank receives written notice from the Collateral Agent that an Event of Default (as defined in the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021, by and among Collateral Agent, the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau, U.S. Bank National Association, in its capacities as intercreditor agent and securities intermediary, and Company, as amended, supplemented or otherwise modified from time to time) has occurred and is continuing, Depository Bank shall honor Company's instructions, notices and directions with respect to the transfer or withdrawal of funds from the Deposit Account.

Upon receipt of written notice sent by Collateral Agent pursuant to the immediately preceding paragraph, Depository Bank shall transfer all funds (subject to Depository Bank's funds availability policy) in the Deposit Account to a designated account in accordance with Collateral Agent's written instructions. Collateral Agent shall promptly contact Depository Bank to confirm Depository Bank's receipt of Collateral Agent's written instructions. Any written notice sent pursuant to this Section 4 and confirmed to have been received after Depository Bank's business hours shall not be deemed sent until the next business day. Depository Bank shall have a reasonable time to act on written notice sent by Collateral Agent pursuant to the immediately preceding paragraph (not to exceed two (2) business days following receipt thereof).

5. **Subordination by Depository Bank.** Company and Depository Bank acknowledge notice of and recognize Collateral Agent's continuing security interest in the Deposit Account and in all items deposited in the Deposit Account and in the proceeds thereof. Depository Bank hereby subordinates any statutory or contractual right or claim of offset or lien resulting from any transaction which involves the Deposit Account. Notwithstanding the preceding sentence, nothing herein constitutes a waiver of, and Depository Bank expressly reserves all of its present and future rights with respect to: (i) fees and expenses ("Fees") payable to Depository Bank related to the Deposit Account; (ii) any checks, ACH entries, wire transfers, merchant card transactions, or other paper or electronic items which were deposited or credited to the Deposit

Account that are returned, reversed, refunded, adjusted or charged back for insufficient funds or for any other reason (“Returned Items”); and (iii) obligations and liabilities connected with the Deposit Account that arise out of any treasury management services provided to Company by Depository Bank, its subsidiaries or affiliates, including but not limited to, ACH, merchant card, zero balance account, sweeps, controlled disbursement or payroll (“Overdrafts”). Depository Bank may charge the Deposit Account or other accounts of Company maintained at Depository Bank to cover Fees, Returned Items or Overdrafts. If there are insufficient funds in the Deposit Account or any of Company’s other accounts to cover the Fees, Returned Items and Overdrafts, Company agrees to immediately reimburse Depository Bank for the amount of such shortfall. If Company fails to pay the amount demanded by Depository Bank, Collateral Agent agrees to reimburse Depository Bank within three (3) business days of demand thereof by Depository Bank for any Returned Items and Overdrafts to the extent Collateral Agent received payment in respect thereof pursuant to Section 4.

6. **Indemnity.** Company agrees to defend, indemnify and hold Depository Bank and its directors, officers, employees, attorneys, successors and assigns (collectively, the “Depository Bank Indemnitees”) harmless from and against any and all claims, losses, liabilities, costs, damages and expenses, including, without limitation, reasonable legal fees (collectively, “Claims”), arising out of or in any way related to this Agreement, excepting only liability arising out of Depository Bank’s gross negligence, bad faith or willful misconduct. Without regard to Company’s indemnification obligations to the Depository Bank Indemnitees, Collateral Agent agrees to: (i) reimburse Depository Bank for any Returned Items and Overdrafts (the proceeds of which were received by Collateral Agent) and (ii) defend, indemnify and hold Depository Bank Indemnitees harmless from and against any and all Claims arising out of Depository Bank’s compliance with Collateral Agent’s instructions to the extent such obligations of indemnity are not satisfied by Company within five (5) days after demand on Company. Collateral Agent’s obligations to the Depository Bank Indemnitees hereunder shall in no way operate to release Company from its obligations to Collateral Agent and shall not impair any rights or remedies of Collateral Agent to collect any such amounts from Company.

7. **Special Damages.** IN NO EVENT WILL DEPOSITARY BANK OR COLLATERAL AGENT BE LIABLE FOR ANY INDIRECT DAMAGES, LOST PROFITS, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES CONTEMPLATED BY THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Depository’s Bank’s Responsibility.** The duties of Depository Bank are strictly limited to those set forth in this Agreement and Depository Bank is not acting as a fiduciary for any party hereto. Depository Bank shall be protected in relying on any form of instruction, notice, or other communication purporting to be from an authorized representative of Collateral Agent which Depository Bank, in good faith, believes to be genuine and what it purports to be. Depository Bank shall have no duty to inquire as to the genuineness, validity, or enforceability of any such instruction, notice or communication. The Deposit Account and all actions and undertakings by Depository Bank shall be subject to all rules and regulations relating to the Deposit Account and to applicable law.

9. **Account Statements.** Within fifteen (15) days after the end of each month, Depository Bank shall furnish to Company and Collateral Agent concurrently Depository Bank's standard bank statements, with respect to the Deposit Account during the preceding month, that are customarily provided to customers of Depository Bank such as Company, through Depository Bank's normal method of transmission, including United States mail. Within sixty (60) days after the end of each year, Depository Bank shall furnish to Company and Collateral Agent concurrently Depository Bank's standard bank statements, with respect to the Deposit Account during the preceding year, that are customarily provided to customers of Depository Bank such as Company, through Depository Bank's normal method of transmission, including United States mail. Following Depository Bank's receipt of Collateral Agent's notice delivered under Section 4, Depository Bank shall also provide standard bank statements from time to time upon reasonable request of Collateral Agent.

10. **Termination.** This Agreement shall not be terminable by Company so long as any obligations of Company to Collateral Agent are outstanding and unpaid. This Agreement may be terminated by Depository Bank upon thirty (30) days prior written notice to all parties; provided, however, that Depository Bank may terminate this Agreement immediately in the event Collateral Agent fails to make payments to Depository Bank in accordance with Section 5 above. This Agreement may be terminated by Collateral Agent in a writing sent to Depository Bank in which Collateral Agent releases Depository Bank from any further obligation to comply with instructions originated by Collateral Agent with respect to the Deposit Account. Any available funds remaining in the Deposit Account upon termination or deposited in thereafter shall be transferred in accordance with the provisions of Section 4 above after deduction for any amounts otherwise reimbursable to Depository Bank as provided hereunder. Termination shall not affect the rights and obligations of any party hereto with respect to any period prior to such termination.

11. **Legal Process and Insolvency.** In the event Depository Bank receives any form of legal process concerning the Deposit Account, including, without limitation, court orders, levies, garnishments, attachments, and writs of execution, or in the event Depository Bank learns of any insolvency proceeding concerning Company, including, without limitation, bankruptcy, receivership, and assignment for the benefit of creditors, Depository Bank will respond to such legal process or knowledge of insolvency in the normal course or as required by law.

12. **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The parties agree that New York is the "bank's jurisdiction" for purposes of the Uniform Commercial Code. Depository Bank hereby covenants that Depository Bank will not change the jurisdiction election made in the immediately prior sentence without the prior written consent of Collateral Agent. Any legal action or proceeding arising out of or relating to this Agreement or any related document shall be brought in the Courts of the State of New York sitting in New York County or of the United States for the Southern District of New York sitting in New York County. Each party hereto consents to the exclusive jurisdiction of those courts, irrevocably waives any objection, including any objection to venue or based on the grounds of an inconvenient forum, that such party may now or hereafter have to the bringing of any action or proceeding in such jurisdiction arising out

of or relating to this Agreement or any related document, and agrees that any summons or complaint or any process in any such action or proceeding may be served by first class or certified mail addressed to its address(es) as set forth in Section 13 or by hand delivery to a person of suitable age and discretion at such address(es).

13. **Notices.** Except as otherwise provided in this Agreement, all notices and other communications required under this Agreement shall be in writing and may be personally served or sent by facsimile, electronic mail, overnight courier, or registered/certified United States Mail, and shall be deemed given when delivered in person, or received by facsimile, electronic mail, courier or United States Mail at the address specified below. Any party may change its address for notices hereunder by notice to all other parties given in accordance with this Section 13.

Company: Kiewit Meridiam Partners LLC  
3543 E. 46th Ave.  
Denver, Colorado 80216  
Attention: Paulo Andre  
Telephone: (512) 970-8983  
Email: Paulo.Andre@c70-kmp.com

with copies to:

Meridiam I-70 East CO, LLC  
c/o Meridiam Infrastructure North America Corporation  
605 Third Avenue, 36th Floor  
New York, New York 10158  
Attention: Jonathan Dingle  
Telephone: (212) 798-8686  
Facsimile: (212) 798-8690  
Email: j.dingle @meridiam.com

and

Kiewit C70 Investors, LLC  
c/o Kiewit Development Company  
1550 Mike Fahey Street  
Omaha, Nebraska 68102  
Attention: J. Samuel Gilmore  
Telephone: (402) 536-3617  
Facsimile: (402) 271-2920  
Email: sam.gilmore@kiewit.com

Collateral Agent: U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attn: Gretchen L. Middents  
Telephone: (303) 585-4596

Email: gretchen.middents@usbank.com

Depository Bank: [●], as Depository Bank  
[●]  
[●]  
Attention: [●]  
Telephone: [●]  
Facsimile: [●]  
Email: [●]

**14. Miscellaneous.**

(a) This Agreement shall bind and benefit the parties and their respective successors and assigns; provided that neither Company nor Depository Bank shall assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of the Collateral Agent. Any purported assignment in violation of this Section 14(a) shall be null and void.

(b) This Agreement may be amended only with the prior written consent of all parties hereto. None of the terms of this Agreement may be waived except as Depository Bank and Collateral Agent may consent thereto in writing. No delay on the part of Depository Bank or Collateral Agent in exercising any right, power or privilege hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies specified herein are cumulative and are not exclusive of any rights or remedies which Depository Bank or Collateral Agent would otherwise have.

**15. Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**16. Jury Trial Waiver.** COMPANY, COLLATERAL AGENT AND DEPOSITARY BANK HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY JUDICIAL PROCEEDING ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR SERVICES RENDERED IN CONNECTION WITH THIS AGREEMENT.

**17. Compliance with Project Agreement.**

(a) Each of the parties hereto acknowledges and agrees to Sections 27.3.1, 27.3.2, 27.4.2 through 27.4.4 and 33.3 of the Project Agreement for the Central 70 Project, dated as of November 21, 2017 (as amended, supplemented or otherwise modified from time to time, the "Project Agreement"), by and among Company, the High Performance Transportation Enterprise, a government-owned business within and a division of the Colorado Department of Transportation ("CDOT"), and Colorado Bridge Enterprise, a government-owned business within CDOT.

(b) Notwithstanding anything to the contrary herein, any grant, assignment, mortgage, pledge, encumbrance, lien, charge or security interest made or created in violation of Sections 27.3.1 and 27.3.2 of the Project Agreement shall be null and void.

(c) Notwithstanding anything to the contrary herein, any amendment or waiver of any of this Agreement's provisions that would result in a violation of Part B of Schedule 16 to the Project Agreement shall be null and void unless approved by the Enterprises in accordance with the Project Agreement.

*[The remainder of this page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, each party hereto signing below represents and warrants that such party, as well as any individual signing on such party's behalf, has due authority to sign and deliver this Agreement.

KIEWIT MERIDIAM PARTNERS LLC

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

U.S. BANK NATIONAL ASSOCIATION,  
AS COLLATERAL AGENT

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

[●],  
AS DEPOSITARY BANK

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



**EXHIBIT E**  
**ACCOUNTS**

<b>Account<sup>19</sup></b>	
<b>Construction Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account Account Number: 262722004
<b>Series 2017 Bonds Proceeds Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account - Series 2017 Bonds Proceeds Sub-Account Account Number: 262722005
<b>Series 2021A Bonds Proceeds Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account – Series 2021A Bonds Proceeds Sub-Account Account Number: [●]
<b>Series 2021B Bonds Proceeds Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account – Series 2021B Bonds Proceeds Sub-Account Account Number: [●]
<b>Equity Funding Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account - Equity Funding Sub-Account Account Number: 262722007
<b>Milestone Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account - Milestone Payment Sub-Account Account Number: 262722008
<b>Performance Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account – Performance Payment Sub-Account Account Number: 262722033
<b>PA Settlement Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Account – PA Settlement Payment Sub-Account Account Number: [●]

<sup>19</sup> Account numbers are reserved with the Collateral Agent, to the extent an account has not yet been established pursuant to Section 5.01 of the Collateral Agency Agreement.

<b>Construction Reserve Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Construction Reserve Account  Account Number: 262722009
<b>Series 2021B Bonds Capitalized Interest Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC – Series 2021B Bonds Capitalized Interest Account  Account Number: [●]
<b>Revenue Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Revenue Account  Account Number: 262722010
<b>Senior Debt Service Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Senior Debt Service Account  Account Number: 262722011
<b>Senior Interest Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Senior Debt Service Account - Senior Interest Payment Sub-Account  Account Number: 262722012
<b>Senior Principal Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Senior Debt Service Account - Senior Principal Payment Sub-Account  Account Number: 262722013
<b>TIFIA Debt Service Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - TIFIA Debt Service Account  Account Number: 262722014
<b>TIFIA Interest Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - TIFIA Debt Service Account - TIFIA Interest Payment Sub-Account  Account Number: 262722015
<b>TIFIA Principal Payment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - TIFIA Debt Service Account - TIFIA Principal Payment Sub-Account  Account Number: 262722016

<b>Debt Service Reserve Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Debt Service Reserve Account  Account Number: 262722017
<b>Series 2017 Bonds Debt Service Reserve Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Debt Service Reserve Account - Series 2017 Bonds Debt Service Reserve Sub-Account  Account Number: 262722018
<b>Series 2021A Bonds Debt Service Reserve Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Debt Service Reserve Account - Series 2021A Bonds Debt Service Reserve Sub-Account  Account Number: [●]
<b>TIFIA Debt Service Reserve Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Debt Service Reserve Account - TIFIA Debt Service Reserve Sub-Account  Account Number: 262722019
<b>Series 2021B Bonds Repayment Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Debt Service Reserve Account – Series 2021B Bonds Repayment Account  Account Number: [●]
<b>Major Maintenance Reserve Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Major Maintenance Reserve Account  Account Number: 262722020
<b>O&amp;M Reserve Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - O&M Reserve Account  Account Number: 262722021
<b>Handback Reserve Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Handback Reserve Account  Account Number: 262722022

<b>Termination Compensation Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Termination Compensation Account  Account Number: 262722023
<b>Loss Proceeds Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Loss Proceeds Account  Account Number: 262722024
<b>Mandatory Prepayment Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Mandatory Prepayment Account  Account Number: 262722025
<b>Series 2017 Bonds Mandatory Prepayment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Mandatory Prepayment Account - Series 2017 Bonds Mandatory Prepayment Sub-Account  Account Number: 262722026
<b>Series 2021A Bonds Mandatory Prepayment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Mandatory Prepayment Account - Series 2021A Bonds Mandatory Prepayment Sub-Account  Account Number: [●]
<b>Series 2021B Bonds Mandatory Prepayment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Mandatory Prepayment Account - Series 2021B Bonds Mandatory Prepayment Sub-Account  Account Number: [●]
<b>TIFIA Mandatory Prepayment Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Mandatory Prepayment Account - TIFIA Mandatory Prepayment Sub-Account  Account Number: 262722027
<b>Series 2017 Rebate Fund</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Series 2017 Rebate Fund  Account Number: 262722003

<b>Voluntary Prepayment Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Voluntary Prepayment Account
	Account Number: 262722028

<b>Equity Lock-Up Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Equity Lock-Up Account
	Account Number: 262722029

<b>Sponsor Cash Collateral Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Sponsor Cash Collateral Account
	Account Number: 262722030

<b>Meridiam Sponsor Cash Collateral Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Sponsor Cash Collateral Account - Meridiam Sponsor Cash Collateral Sub- Account
	Account Number: 262722031

<b>Kiewit Sponsor Cash Collateral Sub-Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Sponsor Cash Collateral Account - Kiewit Sponsor Cash Collateral Sub-Account
	Account Number: 262722032

<b>Distribution Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Distribution Account
	Account Number: 262722033

**WIRE INSTRUCTIONS:**

U.S. Bank National Assn
ABA #: 091000022
BNF: TFM
Account #: 180121167365
OBI: SEI #262722000 Central 70 Project Attn: Scott Bielke TFM Analyst
Beneficiary Account Address: 60 Livingston Avenue Saint Paul, MN 55107

Ref	[Account Name]
	[Account Number]

<b>Operating Account</b>	Account Name: Central 70 Project Kiewit Meridiam Partners LLC - Operating Account Account Number: 1-036-9097-9077
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WIRE INSTRUCTIONS FOR OPERATING ACCOUNT:

U.S. Bank National Association 950 17 <sup>th</sup> Street Denver, CO 80202
ABA #: 102000021
Beneficiary: Kiewit Meridiam Partners LLC
Account #: 1-036-9097-9077

**EXHIBIT F**  
**INCUMBENCY CERTIFICATE**  
**KIEWIT MERIDIAM PARTNERS LLC**

\_\_\_, 20[\_\_\_]

I, the undersigned [NAME], [TITLE] of Kiewit Meridiam Partners LLC (the “Company”), hereby certify that the following Authorized Representatives of the Company have been duly elected or appointed and are now acting and are qualified to sign on the Company’s behalf and that the specimen signatures appearing opposite the name and titles are the genuine signatures of such officers and that said elections or appointments are now in full force and effect. You are further authorized to recognize these signatures until you receive our written instructions to the contrary.

<b>Print</b>	<b>Title</b>	<b>Signature</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have hereto set my hand as of the date set forth above.

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



## EXHIBIT G

### FORM OF CONSTRUCTION REQUISITION CERTIFICATE

Date: \_\_\_\_\_, \_\_\_\_\_

Construction Funds Transfer Date: \_\_\_\_\_<sup>1</sup>

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

U.S. Bank National Association, as Intercreditor Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

With a copy to:

[Turner & Townsend cm2r Inc.], as Lenders' Technical Advisor

[•]

[•]

Attention: [•]

Telephone: [•]

Email: [•]

Re: Kiewit Meridiam Partners LLC

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [•], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among Kiewit Meridiam Partners LLC (the "Borrower"), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the "TIFIA Lender"), U.S. Bank National Association, a national banking association, in its capacity as intercreditor

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<sup>1</sup> Construction Requisition Certificate must be delivered at least 3 Business Days prior to the proposed Construction Funds Transfer Date (or such shorter period of time as is acceptable to the Intercreditor Agent and the Collateral Agent).

agent on behalf of the Secured Creditors (in such capacity, the “Intercreditor Agent”), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”) and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the “Securities Intermediary”) and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms (whether directly or by reference to another agreement) in the Collateral Agency Agreement.

The undersigned is an Authorized Representative of the Borrower and is delivering this requisition (this “Construction Requisition Certificate”) pursuant to Section 5.02 and Section 5.26 of the Collateral Agency Agreement.

1. Withdrawal Request. The Borrower hereby requests that, in accordance with Section 5.02 of the Collateral Agency Agreement, the Collateral Agent make disbursements (the “Requested Construction Funds Transfer”) in an aggregate amount of \$[\_\_\_\_\_] from the [[*insert name(s) of applicable sub-account(s)*] of the Construction Account][Construction Reserve Account] as set forth in greater detail in Section 3 below and on the attached Schedule I.
2. Certifications. The Borrower hereby certifies that the following statements are accurate and complete as of the date hereof and shall be accurate and complete as of the Construction Funds Transfer Date:
  - (a) no Event of Default under the Series 2017 Loan Agreement or the Series 2021 Loan Agreement has occurred and is continuing (unless the Requested Construction Funds Transfer will cure such Event of Default);
  - (b) no Funding Shortfall exists; and
  - (c) all amounts requisitioned in this Construction Requisition Certificate relate to Project Costs that have been incurred or are reasonably projected to be incurred within the next thirty-five (35) days, and none have been the basis for a prior requisition that has been paid.
3. Payment of Project Costs. The Borrower hereby directs the Collateral Agent to pay the Project Costs to be paid (or reimbursed) with the requested funds on the dates, to the Persons, in the amount[s] and for the purpose[s] set forth on the attached Schedule I.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, the Borrower has caused this Construction Requisition Certificate to be duly executed and delivered by an Authorized Representative of the Borrower as of the date first written above.

KIEWIT MERIDIAM PARTNERS LLC,  
as the Borrower

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

**SCHEDULE I TO CONSTRUCTION REQUISITION CERTIFICATE**

*[The Borrower to attach Excel spreadsheets (in pdf format) with appropriate detail, including columns for (i) Section reference, (ii) Payee details, (iii) Purpose, (iv) Payment Date, (v) Wiring or Other Payment Instructions and (vi) Amount]*

## EXHIBIT H

### FORM OF TECHNICAL ADVISOR CERTIFICATE

Date: \_\_\_\_\_, \_\_\_\_\_<sup>1</sup>

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

U.S. Bank National Association, as Intercreditor Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

Re: Kiewit Meridiam Partners LLC

Ladies and Gentlemen:

This Lenders' Technical Advisor Certificate (this "Certificate") is being delivered to you by [Turner & Townsend cm2r Inc.]<sup>2</sup> ("Turner & Townsend"), as Lenders' Technical Advisor pursuant to Section 5.26(a) of the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among Kiewit Meridiam Partners LLC (the "Borrower"), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the "TIFIA Lender"), U.S. Bank National Association, a national banking association, in its capacity as intercreditor agent on behalf of the Secured Creditors (in such capacity, the "Intercreditor Agent"), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the "Collateral Agent") and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the "Securities Intermediary") and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms (whether directly or by reference to another agreement) in the Collateral Agency Agreement.

<sup>1</sup> Technical Advisor Certificate must be delivered at least 3 Business Days prior to the proposed date on which funds are proposed to be withdrawn from the applicable Project Account or transferred from a Project Account to another Project Account (or such shorter period of time as is acceptable to the Intercreditor Agent and the Collateral Agent).

<sup>2</sup> Bracketed information to be replaced with accurate references if the Lenders' Technical Advisor is substituted pursuant to the terms of the Financing Documents.

We have reviewed the provisions of Section 5.26(a) of the Collateral Agency Agreement as they identify the responsibilities of the Lenders' Technical Advisor related to providing this Certificate. We last visited the Site (as defined in the Project Agreement) on [\_\_\_\_\_, \_\_\_\_] and observed the status of progress at the Project at that time. We have reviewed documentation and held discussions with the Borrower regarding the progress of construction activities at the Project since that time. We have received the material data made available to us by the Borrower with respect to the Project. We have also reviewed the Construction Requisition Certificate delivered on [\_\_\_\_\_, \_\_\_\_] by the Borrower (the "Subject Requisition").

Our review and observations were performed within the scope of the Professional Services Agreement, dated as of May 12, 2015, between the Lenders' Technical Advisor and the Sponsors (or affiliates thereof) (as amended and supplemented, the "Technical Services Agreement"), and with the degree of skill and diligence normally practiced by independent technical advisors or consultants performing the same or similar services on like projects. Based upon the foregoing review and review procedures and on the understanding and assumption that we have been provided true and complete information from other parties as to the matters covered by this Certificate, as of the date of this Certificate, except as set forth in detail in Attachment A to this Certificate, we are of the reasonable opinion that:

- (a) for any funds to be applied to Project Costs for construction work under the Construction Contract, such funds are for payment in respect of actual work completed or work reasonably projected to be completed (except with respect to the initial funding of the Construction Reserve Account);
- (b) no Funding Shortfall exists;
- (c) all amounts requisitioned in the Subject Requisition relate to Project Costs that have been incurred or are reasonably projected to be incurred within the next thirty-five (35) days in connection with the Project, and none have been the basis for a prior requisition that has been paid; and
- (d) Milestone Completion for Milestone 5B is reasonably expected to be achieved on or prior to the Longstop Date.

This Certificate has been prepared in accordance with the Technical Services Agreement. This Certificate is solely for the information of and assistance to the Intercreditor Agent and the Collateral Agent in their respective capacities under the Collateral Agency Agreement, the Senior Secured Parties and the TIFIA Lender in conducting and documenting their investigation of the matters in connection with the Project and is not to be used, circulated, quoted, or otherwise referred to within or without the lending group for any other purpose. [Turner & Townsend] disclaims any obligation to update this Certificate. This Certificate is not intended to, and may not, be construed to benefit any party other than the Intercreditor Agent and the Collateral Agent in their respective capacities under the Collateral Agency Agreement, the Senior Secured Parties, and the TIFIA Lender.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*



Very truly yours,

[TURNER & TOWNSEND CM2R INC.]

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



**ATTACHMENT A**

*[Insert exceptions to information provided]*

**EXHIBIT I**  
**FORM OF ACCESSION AGREEMENT**

[Date]

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To: U.S. Bank National Association, as Collateral Agent

Attention: [\_\_\_\_\_]

Re: Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agency Agreement”), among Kiewit Meridiam Partners LLC (the “Borrower”), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”), U.S. Bank National Association, a national banking association, in its capacity as intercreditor agent on behalf of the Secured Creditors (in such capacity, the “Intercreditor Agent”), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”) and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the “Securities Intermediary”) and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto.

Ladies and Gentlemen:

The undersigned acknowledges receipt of the Collateral Agency Agreement and agrees to be bound by and subject to the terms of the Collateral Agency Agreement in its capacity as [INSERT CAPACIT[Y][IES] OF ACCEDING PARTY]. The undersigned further agrees to the appointment of the Collateral Agent as its agent in accordance with the terms of the Collateral Agency Agreement. Capitalized terms used but not defined in this Accession Agreement have the meanings given to them (by reference or otherwise) in the Collateral Agency Agreement.

The notice information of [ACCEDING PARTY] for the purposes of Section 10.04 (*Notices*) of the Collateral Agency Agreement is:

[INSERT ACCEDING PARTY]

[INSERT ADDRESS]

Attention: [INSERT ATTENTION PARTY]

[Facsimile: [INSERT FACSIMILE NUMBER]]

Telephone: [INSERT TELEPHONE NUMBER]

Email: [INSERT EMAIL]

The provisions of Section 10.05 (*Counterparts*) and Section 10.06 (*Governing Law; Consent to Jurisdiction; Waiver of Jury Trial*) of the Collateral Agency Agreement shall apply *mutatis mutandis* to this Accession Agreement as if set out in full herein.

Very truly yours,

[NAME OF ACCEDING PARTY], as [INSERT CAPACITY] OF ACCEDING PARTY]

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

Name:

Title:

cc: U.S. Bank National Association, as Intercreditor Agent  
Kiewit Meridiam Partners LLC

AGREED AND ACCEPTED:

U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent

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

Name:

Title

ACKNOWLEDGED:

KIEWIT MERIDIAM PARTNERS LLC, as Borrower

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

Name:

Title:

**EXHIBIT J**

**FORM OF SC MILESTONE PAYMENT DATE CERTIFICATE**

Date: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

U.S. Bank National Association, as Intercreditor Agent  
Global Corporate Trust Services  
950 17th Street, DN-CO-5GCT  
Denver, Colorado 80202  
Attention: Gretchen L. Middents  
Telephone: (303) 585-4596  
Email: gretchen.middents@usbank.com

Re: Kiewit Meridiam Partners LLC

Ladies and Gentlemen:

Reference is made to the Second Amended and Restated Collateral Agency and Account Agreement, dated as of [●], 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agency Agreement”), among Kiewit Meridiam Partners LLC (the “Borrower”), the United States Department of Transportation, acting by and through the Executive Director of the Build America Bureau (the “TIFIA Lender”), U.S. Bank National Association, a national banking association, in its capacity as intercreditor agent on behalf of the Secured Creditors (in such capacity, the Intercreditor Agent”), U.S. Bank National Association, a national banking association, in its capacity as collateral agent on behalf of itself and the other Secured Parties (in such capacity, the “Collateral Agent”) and in its capacity as securities intermediary on behalf of itself and the other Secured Parties (in such capacity, the “Securities Intermediary”) and each other Secured Party that accedes to the Collateral Agency Agreement in accordance with Article IX thereto.

This certificate (this “SC Milestone Payment Date Certificate”) is being delivered pursuant to Section 5.02(e) of the Collateral Agency Agreement. Capitalized terms used and not otherwise defined herein shall have the meanings assigned (whether directly or by reference to another agreement) in the Collateral Agency Agreement.

We request that the Collateral Agent transfer to the Construction Reserve Account \$[\_\_\_\_\_], being an aggregate amount equal to (i) any Project Costs incurred but not yet paid through and including the SC Milestone Payment Date plus (ii) any amounts projected to be payable with

respect to Construction Work for the period from the SC Milestone Payment Date to and including the Final Acceptance Date (the “Construction Completion Amount”). The Lenders’ Technical Advisor hereby confirms the Construction Completion Amount and the components thereof.

We request that the Collateral Agent transfer to the Series 2021B Bonds Repayment Account \$[\_\_\_\_\_], being the remainder of the funds in the Series 2021B Bonds Proceeds Sub-Account.

We request that the Collateral Agent withdraw \$[\_\_\_\_\_] from the PA Settlement Payments Sub-Account and transfer such amount to the payees or accounts as set forth in greater detail in the attached Schedule I for the payment of amounts required to be paid to the Construction Contractor pursuant to the First Memorandum of Settlement following the Borrower’s receipt of the First PA Settlement Payment and pursuant to the Second Memorandum of Settlement following the Borrower’s receipt of the Second PA Settlement Payment.

Attached as Attachment A is a copy, hereby certified by an Authorized Representative of the Borrower as true and complete, of the Substantial Completion Certificate issued by the Enterprises pursuant to Section 5(a) of Part 5 of Schedule 3 of the Project Agreement.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, the Borrower has caused this SC Milestone Payment Date Certificate to be duly executed and delivered by an Authorized Representative of the Borrower as of the date first written above.

KIEWIT MERIDIAM PARTNERS LLC,  
as the Borrower

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

AGREED AND ACCEPTED:

TURNER & TOWNSEND CM2R INC., as Lenders' Technical Advisor

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

**SCHEDULE I TO SC MILESTONE PAYMENT DATE CERTIFICATE**

*[The Borrower to attach Excel spreadsheets (in pdf format) with appropriate detail, including columns for (i) Section reference, (ii) Payee details, (iii) Purpose, (iv) Payment Date, (v) Wiring or Other Payment Instructions and (vi) Amount]*

**ATTACHMENT A**

**Substantial Completion Certificate**

*[To be attached.]*