

RAPID TRANSIT CONTRACT

THIS CONTRACT AND AGREEMENT, made and entered into as of the 2nd day of August, 2018, by and between Gwinnett County, a political subdivision of the State of Georgia (hereinafter called "Gwinnett" or "Gwinnett County") and the Metropolitan Atlanta Rapid Transit Authority (hereinafter called the "Authority"), a public body corporate and a joint instrumentality of Fulton, DeKalb and Clayton counties and the City of Atlanta, a political subdivision of the State of Georgia, organized and existing under an Act of the General Assembly of the State of Georgia, approved March 10, 1965, Ga. Laws 1965, p. 2243, as amended (hereinafter called the "Act");

WHEREAS, the Act was adopted and the Authority was created pursuant to and in accordance with an amendment to the Constitution of the State of Georgia (Ga. Laws 1964, p. 1008), ratified at the November, 1964 General Election and thereafter duly proclaimed, which amendment sets forth that the acquisition, establishment, operation or administration of a system of public transportation of passengers for hire within the Metropolitan Area (as said term is defined in the Act) is an essential governmental function and a public purpose for which the powers of taxation and eminent domain may be exercised and public funds expended; and

WHEREAS, the Authority was created and exists for the purpose of planning, designing, leasing (as lessee), purchasing, acquiring, holding, owning, operating, maintaining, improving and administering a rapid transit system within the territory comprising the Metropolitan Area (as said term is defined in the Act) ("System" or "Authority's System"), and operating the same, or contracting therefore, or leasing (as lessor) the same for operation by private parties; and

WHEREAS, Fulton County, DeKalb County, the City of Atlanta and the Authority entered into a Rapid Transit Contract and Assistance Agreement effective September 1, 1971, as amended, (hereinafter called the "RTCAA"), under the terms of the Act to acquire, construct, improve and operate a rapid transit system, including the use of buses as well as a rail system, and Clayton County entered into a rapid transit contract with the Authority effective July 5, 2014 (said counties and city are hereinafter called the "Existing Members"); and

WHEREAS, House Bill 930 of the 2018 General Assembly of Georgia, enacted as Act #409, effective May 3, 2018, revised Article 2 of Chapter 9 of Title 32 of the Official Code of Georgia Annotated (as amended from time to time, hereinafter called the "General Law") pursuant to such constitutional provision, and provides, among other things, for a procedure whereby Gwinnett may enter into a rapid transit contract with the Authority; and

WHEREAS, Gwinnett County has completed an extensive process, that included robust public participation, through which a Transit Development Plan for the County (hereinafter called the "Plan" and attached hereto as Exhibit "A") has been completed and adopted by the Gwinnett County Board of Commissioners; and

WHEREAS, the Constitution and laws of the State of Georgia, including specifically but without limitation the aforesaid constitutional amendment, the Act, and the General Law authorize

Fulton, DeKalb, Clayton and Gwinnett counties and the City of Atlanta each to enter into a rapid transit contract or contracts with the Authority providing for payments from said counties to the Authority over a period of time not to exceed 50 years for the use of a rapid transit system provided by the Authority within the Metropolitan Area (as said term is defined in the Act); and

WHEREAS, Gwinnett and the Authority have determined that the acquisition, construction, improvement and operation of a rapid transit system, including the use of buses as well as a potential rail extension or other high capacity transit system to and within Gwinnett, is in the best interests of the residents of Gwinnett and of the Metropolitan Area and that a rapid transit contract between the Authority and Gwinnett is the appropriate means to define the parties' relationship.

NOW, THEREFORE, in consideration of the promises and the undertakings hereinafter set forth, Gwinnett and the Authority, each acting by and through its authorized officers, pursuant to a resolution or ordinance duly adopted and properly passed by its governing body, covenant and agree as follows:

1. The Authority covenants and agrees as follows:

(a) Gwinnett Connect: Transit Plan; Capital Projects; Value Engineering: The Authority has reviewed the Gwinnett Connect: Transit Plan (the "Plan") attached hereto as Exhibit (A) and will provide to Gwinnett comments from time to time regarding the Plan. The Authority will cooperate with Gwinnett to develop more detailed plans aimed at implementing Gwinnett's adopted Plan and delivering the projects associated with the Plan. All capital projects in the Plan will be developed jointly by the Authority and Gwinnett, and the Plan will serve as the basis for future projects of the parties. All fixed asset capital projects within Gwinnett and included in the Plan shall be approved by Gwinnett prior to approval by the Authority. A proposed project list will be divided into distinct project types consisting of: (1) bus service plans, facilities and equipment, (2) minor capital investment or improvement projects exceeding \$1 million (\$1,000,000) in estimated value, such as bus transit centers, and (3) major capital investment projects, such as fixed guideway projects, all of which may include federal funding. In connection with the design and development of cost estimates for major capital projects, Gwinnett has the right to engage a firm to provide design review and value engineering services. Reasonable costs for these services will be covered from proceeds from the sales tax imposed in Gwinnett for transit services.

(b) Implementation of the Plan; "Financial Resources" Defined. The Authority shall immediately undertake the acquisition, construction, improvement, operation and maintenance of the Gwinnett transit system as set forth in the Plan and it shall proceed as rapidly with said undertaking as financial resources will permit. The term "financial resources" as used herein means all monies received by the Authority pursuant to this contract including: Federal funds which Gwinnett now or in the future may be entitled to receive, the portion of the proceeds of the retail sales and use tax levied in Gwinnett and remitted to Gwinnett that is authorized to be paid over to the Authority herein, and that portion of the proceeds of future issues of Authority sales tax revenue bonds which can be repaid from the proceeds of said retail sales and use tax less and

except the direct operating costs of the Gwinnett transit system and the common operating costs shared between the Authority's System and Gwinnett as set forth in any separate agreement negotiated hereafter.

(c) Commencement of Service; Alternatives: The Authority shall commence service on any operable portion of the Gwinnett transit system as soon as practicable, including assuming responsibility for operation of any existing assets as agreed to between the Authority, Gwinnett, and any third-party operator. Should the Plan as envisioned not prove feasible, the Authority and Gwinnett will develop further plans for an alternative option and it shall continuously operate and maintain the System and, from the financial resources, the Gwinnett transit system, so as to make their benefits available to the residents of Gwinnett County as well as those of the Metropolitan Area overall.

(d) Operation of the Gwinnett Transit System: The Authority shall operate the System and, from the financial resources, the Gwinnett transit system in an efficient and economical manner and it shall maintain them or cause the same to be maintained, in a good state of repair, order and condition, and in a good state of operating efficiency.

(e) Rate-Setting: The Authority shall, to the extent practicable, prescribe, revise and collect such rates, fees and charges for transportation so that, together with any other income and available funds, it will be able to fulfill its budgeted obligations, provided, however, that the fares charged for services on the Gwinnett transit system shall be at the same rates as charged for the same services on the Authority's existing System unless otherwise agreed to by the Authority and Gwinnett.

(f) Compliance with Budget Laws: The Authority shall comply with the provisions of all pertinent laws now in existence or hereafter enacted which relate to its budget or budgeting procedure.

(g) Recruitment: The Authority shall conduct job fairs and other recruiting opportunities within Gwinnett to advise Gwinnett residents of employment opportunities generated by the System and the Gwinnett transit system.

(h) Bus Facilities: The Authority shall operate bus facilities within Gwinnett from which service will originate.

2. Gwinnett covenants and agrees as follows:

(a) Authority to Execute; Approved Plan: Gwinnett has taken all necessary action to approve the Plan, which approval is hereby ratified and reaffirmed, and a record of said approval and proper authorization for the execution of this contract appear in its official records and minutes.

(b) Payment from Sales Tax Receipts; Rate of Tax: Gwinnett shall pay to the Authority during the term of this contract an amount of money agreed to between the parties from its total receipts or credits during said term from the levy (provided for hereinafter) of the retail sales and use tax for rapid transit purposes as authorized by the General Law, provided, however, that the rate of said retail sales and use tax shall not be greater than the rate of the retail sales and use tax for

rapid transit purposes as levied in any other portion of the Metropolitan Area (as said term is defined in the Act).

(c) Sales Tax Proceeds To Be Gwinnett Funds; Periodic Payments; Contribution to Authority's System Costs: Gwinnett will levy within its geographical area a one percent retail sales and use tax for rapid transit purposes, provided a favorable vote of the qualified voters of Gwinnett is obtained, the proceeds of which once remitted by the State of Georgia to Gwinnett shall be Gwinnett funds that shall be used only in accordance with Georgia law, for purposes allowed by Georgia law, and for the benefit of Gwinnett as provided herein, including subparagraphs (d) and (e) of this paragraph. Gwinnett will commit to make payments from time to time in consideration of the undertaking on the part of the Authority to acquire, construct, improve, operate and maintain a rapid transit system for and on behalf of Gwinnett during the full term of this contract. Funds received from the levy of the sales tax within Gwinnett shall be the property of Gwinnett and for the benefit of Gwinnett as provided herein. Gwinnett and the Authority will negotiate payment from time to time for that equitable share of the cost reasonably allocated to Gwinnett for operation of the overall Authority System, including maintenance of a state of good repair; provided, however, Gwinnett's share and allocation will be reduced by the amount of all fares collected in Gwinnett and the amount of any payments received by the Authority under the provisions of subsection (c) of Code Section 48-5C-1 in lieu of sales taxes on transactions in Gwinnett, and subject to re-negotiation as cost estimates, facilities, service levels, operations, and other conditions change. In cases where proposed high-capacity projects require capital improvements outside Gwinnett's boundaries in order to create efficient regional connections, costs of such high-capacity capital projects will be allocated as mutually agreed upon by the Authority and Gwinnett, based on equity, proportional benefit, and other factors to be negotiated.

(d) Gwinnett Approval of Authority Debt Issuance; Separate Account; No Other Pledge: No Authority debt shall be incurred, in whole or in part, for acquisition, construction or improvement of Plan projects or other undertakings on behalf of Gwinnett without the approval of Gwinnett as to either the full amount of such debt where incurred wholly for such purposes, or of the amount of such debt attributable to such purposes and the annual debt service required thereby. There shall be established at the Authority an account into which shall be deposited sums designated from the sales tax levy by Gwinnett for service of debt incurred by the Authority from time to time in whole or in part for such purposes. Gwinnett agrees that it will make payments for the purposes of such account from the sales tax levy provided for herein in a timely manner. Such account shall be the sole recourse for payment of either the full amount of interest and principal on debt incurred wholly on behalf of Gwinnett, or for such portion of interest and principal as Gwinnett has agreed to pay on other debt, and any trust indenture relating to such debt shall so state unless Gwinnett otherwise agrees to such recourse. No other funds paid by Gwinnett under this contract shall be available or expended for debt service or as collateral for any other borrowing of the Authority, present or future, except as provided for herein. For the avoidance of doubt, this contract and agreement shall not constitute the "Contract" as defined under the Authority's Trust Indenture dated as of October 1, 2003, as amended and supplemented from time to time, between the Authority and U.S. Bank National Association, as successor trustee (the "Indenture") and revenues paid under this contract and

agreement shall not constitute pledged revenues under the Authority's Indenture. Gwinnett may, at its sole option, allow the collateralization of debt incurred in whole or in part as provided above with all or any part of its funds paid over to the Authority from time to time, but the Authority shall have no right to cause such funds to be encumbered except as approved by Gwinnett under the provisions of this subparagraph.

(e) Monthly Payment; Reconciliation; Authorized Use of Funds: That portion of funds from the sales tax levy designated by Gwinnett to be used for the improvement, expansion and provision of bus services (other than start-up capital investment costs for the first three (3) years of expanded bus service as referred to in Section 3(c)); for other capital improvements for the Gwinnett transit system; for Gwinnett's share of the Authority's operations cost including maintenance of a state of good repair for the overall Authority System; or for other purposes as agreed to by the parties shall be paid monthly by Gwinnett to the Authority promptly upon receipt by Gwinnett from the State of Georgia. For the first six (6) years of this contract and agreement, the monthly payment shall be twenty-nine (29) percent of the sales tax receipts remitted by the State of Georgia to Gwinnett. Said portion of funds shall be subject to re-negotiation by the parties at the conclusion of such term in the event of major service changes. The Authority shall annually provide Gwinnett its calculation of and supporting documentation for the actual cost of such services and purposes. Within a reasonable time of issuance of the Authority's audited financial statements for its 2025 Fiscal Year, the Authority shall reconcile the total of such actual costs incurred to the total monthly payments received therefor, and report such reconciliation to Gwinnett. In the event that such monthly payments were insufficient to meet the such actual costs, Gwinnett shall timely pay the difference to the Authority as additional financial resources. In the event that such monthly payments exceeded such actual cost, the Authority shall apply the difference as financial resources to offset operating costs for bus rapid transit within Gwinnett or for another mode of Gwinnett's choice. The Authority will be authorized to use said funds in any manner necessary and desirable, subject to the provisions of subparagraph (d) of this paragraph and to the obligations of the Authority to construct and operate a rapid transit system for and on behalf of Gwinnett, as agreed to by the Authority and Gwinnett in Section 1 hereof, and to the extent such revenues permit.

(f) Condemnation: During the period of acquisition, construction and improvement of the Gwinnett Plan it may be necessary to condemn certain personal property and parcels of real property or rights or interests therein, from time to time, and any such condemnation action shall be brought by Gwinnett for the benefit of the Authority if at such time the Authority has no power of eminent domain. To this end, Gwinnett agrees that upon receipt of a written request from the Authority setting forth the need therefore in accordance with the Plan and any amendments thereto, it shall exercise as expeditiously as possible its power of eminent domain to acquire the property or rights or interests therein described in such request and upon the acquisition of title thereto shall convey the same immediately to the Authority at cost (which shall include, but not be limited to: acquisition costs, court costs, attorneys' fees, witness fees, special masters' fees, appraisals, and any other costs incurred in connection with such acquisition or conveyance to the Authority); provided only that the exercise of such power by Gwinnett shall be in accordance with the requirements (both substantive and procedural) of the laws governing

same and the Authority shall pay such funds as shall be required to accomplish such acquisition. Upon said conveyance from Gwinnett to the Authority, the Authority shall be authorized, to the extent permitted by law, to be added or substituted as a party in any eminent domain proceedings and to participate in any trials, appeals or other proceedings in connection therewith. All costs actually incurred under this subparagraph (f) shall in any event be payable within 30 days after billing by the condemning authority.

(g) Compensation for Gwinnett-Owned Property: Gwinnett owns assets that may be useful in the provision of transit services to Gwinnett. Additionally, Gwinnett owns extensive real property across Gwinnett and may acquire more real estate in the future, some of which may be useful for transit purposes. For any such real estate other than rights-of-way owned by Gwinnett that is used by the Authority for transit purposes, Gwinnett will be compensated by the Authority from the financial resources or other sources of revenue in the case of non-Plan projects for usage or transfer of ownership as agreed upon by the Authority and Gwinnett. Gwinnett may choose to receive the compensation in cash paid over to the County or in amounts that are added to an account established for the purpose of covering the cost of upgraded service standards as provided for by Section 3(c) below. In consideration of the mutual obligations entered into herein, Gwinnett agrees to transfer to the Authority and the Authority agrees to accept ownership of Gwinnett's existing bus fleet and associated inventory at the time of bus service transition. Gwinnett may also choose to transfer to the Authority property or facilities useful to the establishment, operation or administration of the Gwinnett transit system without consideration when Gwinnett deems it appropriate. Where use of the rights-of-way for transit purposes has limited impact on the purposes for which the rights-of-way were originally acquired, use of such rights-of-way will be available to the Authority without compensation other than the mutual benefit of the parties. Where the use of Gwinnett rights-of-way by the Authority involves greater impact, such as cases where existing road right-of-way is required for major capital investment projects, such as fixed guideway projects, included in the Plan, then Gwinnett shall be compensated. The Authority shall pay, or cause to be paid, any costs incurred in connection with the utilization of any such property, such as, without being limited to, utility relocation costs and any damages to or alterations of existing structures, streets and highways.

(h) Street Closings; Damages: Gwinnett shall close and permit the closing and modification of streets and sidewalks, both temporarily and permanently, and shall reroute traffic to the extent such closing, modification or rerouting is necessary or convenient in the facilitation of the acquisition, construction, improvement and efficient operation of the Plan, all costs and any damages in connection therewith to be paid by the Authority from the financial resources. The Authority shall coordinate the need for such actions with Gwinnett and shall provide as much advance notice of such as is reasonably possible.

(i) Protection of the Rail Corridor; Damages: Following Gwinnett's approval of that certain Authority-prepared Preliminary Engineering/Final Environmental Impact Statement ("the Preliminary Engineering Report"), Gwinnett shall revoke or modify licenses and permits to third parties which may interfere with or impede the acquisition, construction, improvement and efficient operation of the Gwinnett transit system and the System, all costs and any damages in

connection therewith to be paid by the Authority from the financial resources, and it shall cooperate with the Authority and take such actions as may be permitted by law to protect and preserve the present conditions within the rail corridor as shown in the Preliminary Engineering Report.

(j) Relocation of Utilities: Gwinnett shall permit the relocation, rearrangement or replacement of utilities and sewerage facilities, all costs in connection therewith to be paid by the Authority from the financial resources to the extent that such relocation, rearrangement or relocation is necessary for the construction or operation of the Plan. The Authority will coordinate with Gwinnett regarding such changes and shall provide as much advance notice as reasonably possible.

(k) Permits and Inspections; Indemnity; Payment of Fees: Gwinnett shall issue all construction permits, licenses and other privileges necessary or convenient to the acquisition, construction and improvement of the Plan without cost and it is hereby relieved, to the extent permitted by law, of the responsibility of making related inspections which responsibility is hereby assumed by the Authority. Should the Authority undertake to exercise any such responsibility on behalf of Gwinnett, it shall, to the extent permitted by law, indemnify and hold harmless Gwinnett against any and all claims or losses resulting therefrom. To the extent that the payment of sewer connection fees or water connection fees is required by law or by contract, such fees shall be paid by Gwinnett from the proceeds of the sales and use tax contemplated herein.

(l) Betterments: Gwinnett shall credit or pay the Authority for (i) betterments which are defined as additional facilities and replacement facilities of greater capacity, durability, or efficiency than those replaced when such betterments are accomplished by the Authority and (ii) the salvage value of any facilities removed and retained by Gwinnett, the replacement or rearrangement cost of which is charged to the Authority.

(m) Additional Contracts Contemplated: Gwinnett may enter into additional contracts with the Authority in the public interest for the joint use of facilities, the implementation of any of the commitments contained herein and such other and further arrangements and agreements between the parties hereto as may benefit the public with respect to the Gwinnett transit system and the System and its acquisition, construction, improvement and operation.

3. The Authority and Gwinnett mutually covenant and agree as follows:

(a) Gwinnett's Right to Contribute, Authority's Powers Not Impaired; Authority as Lessor: Nothing in this contract is intended or shall be construed as prohibiting or impairing the right of Gwinnett to make contributions to the Authority of money or property, either real or personal, in addition to those provided for in this contract or to enter into additional contracts and agreements with the Authority to the full extent now or hereafter permitted by law; nor as prohibiting or impairing the right of the Authority to exercise all of the powers and privileges now or hereafter given to it by law, including the right to lease the System or portions thereof; provided only, that all such leases are consistent with the operation of the System as a public facility and not inconsistent with the rights of Gwinnett as set forth herein.

(b) Perfections, Minor Deviations Authorized; Substantial Deviations; Cooperation: In recognition of the fact that (i) the acquisition, construction and improvement of the Plan is an undertaking of great magnitude and complexity which will require a number of years to complete, (ii) radical changes in the areas proposed to be served by the Plan and the System may occur during such period as witnessed by the widespread changes in the Metropolitan Area now occurring and forecast to occur in the coming years, and (iii) equally radical changes are now occurring and will continue to occur in the technology of mass transit in the coming years, it is agreed that provision should be made to permit perfections of and minor deviations from the Plan and this contract from time to time, and the Authority is hereby specifically authorized in its discretion to make any such perfections and minor deviations so long as the same are generally consistent with its obligation to implement the acquisition, construction and improvement of the Plan substantially in accordance with the plans and recommendations set forth in the Plan. Any substantial deviations from the Plan resulting from circumstances beyond the control of the parties hereto shall not be undertaken by the Authority without the prior approval of Gwinnett. The Authority and Gwinnett agree to work cooperatively to proactively identify and incorporate required revisions to the Plan so that the overall vision of providing comprehensive transit service to Gwinnett that is part of an effective regional system is accomplished. From time to time, either party may bring forward recommended revisions to the Plan, which must be approved by both the Authority and Gwinnett County in order to be incorporated into the Plan.

(c) Service Standards within Gwinnett; Separate Agreement, Payment: The Authority and Gwinnett agree that facilities and standards for services that are provided within Gwinnett and with the sales tax revenues generated within Gwinnett County will be set jointly by the Authority and Gwinnett and shall be based on the standards of service provided to the Existing Members; provided, however, that Gwinnett may designate additional funds to provide for increased or improved facilities and service. The process for developing these increased or improved standards and implementing them will be outlined in a separate agreement between the Authority and Gwinnett, that will include a process for analyzing and allocating the additional costs and in particular the start-up capital investment for the first three years and will provide increased express bus service as the first priority. An account will be established to set aside a portion of sales and use tax funds collected in Gwinnett as contemplated herein or other revenues, from which the cost of upgrading current services will be covered and paid separately from the monthly payment referred to in Section 2(e) above.

(d) Separate Agreement, Cooperation for Public Safety: The Authority and Gwinnett acknowledge the need for close cooperation in order to assure the safety of the users of the Gwinnett transit system and the community as a whole and agree to enter into a separate agreement that outlines the specifics of such cooperation, including mutual aid for public safety incidents, joint public safety initiatives and other related matters. Where transit facilities are located within areas that are the jurisdiction of city police departments or the jurisdiction of other police agencies, the Authority and Gwinnett agree to work jointly to facilitate a high level of cooperation and understanding of shared and individual agency responsibilities.

(e) No License Fees, Taxes Paid by Authority to Gwinnett; Contractors: The Authority shall not be required to pay any license fees or taxes or franchise fees or taxes to Gwinnett, provided, however, that this subparagraph shall not apply to Authority contractors or subcontractors.

(f) Favorable Vote Required; Amendments Authorized by Same: This contract shall become final and binding, as provided by law, upon the favorable vote of the qualified voters of Gwinnett to approve the execution of this contract. Gwinnett and the Authority agree that the favorable vote of the qualified voters of Gwinnett to approve the execution of this contract also shall constitute Gwinnett's authority to agree and consent to future amendments thereto. Gwinnett and the Authority further agree that they shall take such other actions as may be necessary to implement the Plan fully.

(g) Planning and Construction for Expansion of Authority's System: Gwinnett and the Authority acknowledge that pursuant to the RTCAA and pursuant to the Act, the Authority has constructed, or is proceeding with, the design and construction of various portions of the System set out in the original RTCAA and the Amendments thereto. Gwinnett and the Authority further acknowledge that other portions of the System as set forth in the RTCAA together with new lines or extensions of the System within the Metropolitan Area will be studied in accordance with the Authority's planning process for future design, construction and operation. Gwinnett and the Authority further acknowledge that this contract and agreement neither incorporates nor amends the RTCAA and that the RTCAA is neither incorporated by nor amended by this contract and agreement.

(h) Appointments to the Authority's Board: Gwinnett and the Authority recognize that membership and representation on the Authority's Board of Directors on behalf of any Local Government (as said term is defined in the Act) is established by the Georgia General Assembly pursuant to the Act and the General Law, and that neither Gwinnett nor the Authority may by contract add to or vary the membership of the Board of Directors. As provided for by such laws, Gwinnett shall have three appointees to the Authority Board of Directors upon execution of a rapid transit contract complying with the provisions of O.C.G.A. § 32-9-20.

(i) Advisory Committee for High Capacity Transit: The Authority and Gwinnett will form an advisory committee to review a prioritized high capacity transit program based on the Plan. The committee will make recommendations to Gwinnett's appointees to the Authority Board of Directors (the "Board"), sitting as a subcommittee of the Board. The subcommittee will in turn provide its recommendations to the Board and the Gwinnett County Commission prior to initiation of high capacity transit projects.

(j) Audits: Gwinnett shall have the right to receive copies of all audits of the Authority conducted pursuant to law, and at its expense to review and audit the records of the Authority concerning any transactions that affect, directly or indirectly, the use of Gwinnett funds paid to the Authority. The Authority agrees to cooperate fully with any reasonable review and audit activity.

(k) Transit-Oriented Development: While Gwinnett acknowledges that the Authority is a governmental entity that is not subject to local zoning processes except as provided otherwise by law, the Authority agrees to work cooperatively with Gwinnett regarding any development that the Authority approves on Authority property in Gwinnett. Gwinnett shall have the right to review and provide comments regarding any such planned development, and the Authority agrees to consider these comments and to make good faith efforts to address them.

4. Amendments: This contract may be amended from time to time upon the agreement and approval of Gwinnett and the Authority pursuant to the formal action of the governing body of Gwinnett and the Authority reflected in their official minutes and records. Gwinnett and the Authority each agree that where its approval is required for anything or undertaking whatever in connection with the undertaking contemplated by this contract, such approval shall not be delayed or withheld arbitrarily or the privilege of dissent exercised to gain some concession or advantage where the result of the same is not of mutual benefit to the Gwinnett transit system and the System.

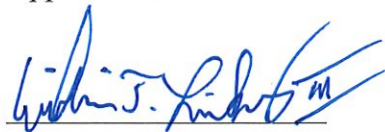
5. Contract Void If Not Approved by Voters: If the qualified voters of Gwinnett fail to approve the execution of this contract, this contract shall stand automatically null and void and shall have no further force or effect, and the parties hereto shall be released from all responsibilities hereunder, and neither party shall have any further liability to the other.

6. Severability: If any provision of this contract or the application thereof to any entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this contract and the application of its provisions to entities or circumstances other than those as to which it has been held to be invalid or unenforceable, shall not be affected thereby, and each provision of this contract shall be valid and shall be enforceable to the fullest extent permitted by law. It is the intention of the parties hereto that insofar as any provision of this contract and agreement provides for the delegation to the Authority of the power to make decisions and determinations with respect to the various matters covered herein and to thereby bind the other party hereto, such delegation is granted to the maximum extent permitted by law but no further, and this contract shall be construed so as to accomplish this objective.

7. Term: The term of this contract and agreement shall commence as of the date first above written and shall expire at midnight on July 1, 2057.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this contract and agreement to be executed in several counterparts, each of which may be considered an original without the presentation of the others, as of the day and year first above written.

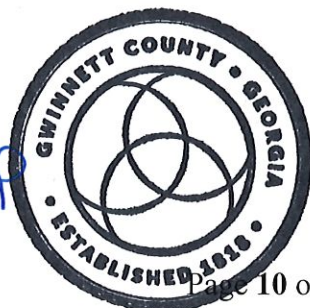
Approved as to Form:



William J. Linkous, III
County Attorney



Attest: Clerk



GWINNETT COUNTY



Charlotte J. Nash
Chairman

Approved as to Form:

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY




Elizabeth M. O'Neill
Authority Counsel



Robert L. Ashe, III
Chairman

Attest:



Rebbie Ellisor-Taylor
Assistant Secretary to the Board of Directors