

## **EXHIBIT K**

### **FORM OF ELECTRONIC TOLL COLLECTION AGREEMENT**

This ELECTRONIC TOLL COLLECTION AGREEMENT (this “Agreement”) is made and entered into this [•] day of [•] 20[•], by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”) and [•], a [•] (the “Participant”).

#### **RECITALS**

**WHEREAS**, VDOT is the owner and operator of the Virginia E-ZPass Toll Collection System;

**WHEREAS**, the Participant will operate the Transform 66 P3 Project (the “Facility”);

**WHEREAS**, the Facility will operate and be compatible with the E-ZPass ETC System;

**WHEREAS**, pursuant to the E-ZPass Reciprocity Agreement attached hereto as Exhibit A, VDOT has joined the E-ZPass Interagency Group on behalf of itself and the Other Participants; and

**WHEREAS**, VDOT and the Participant desire to enter into this Agreement which will permit Participant to purchase the necessary equipment to operate the Facility to be compatible with the E-ZPass ETC System and to provide for, among other things, the provision by VDOT of ETC Services for the Participant for the Facility;

#### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VDOT and the Participant, intending to be legally bound, hereby agree as follows:

#### **ARTICLE 1 – DEFINITIONS**

**Section 1.1** – The terms set forth below will have the meanings set forth adjacent to them.

**Agreement** means this Electronic Toll Collection Agreement.

**Agreement Date** means the date hereof.

**Authorized VDOT Representative** means the person duly authorized to act on behalf of VDOT.

**Authorized Participant Representative** means the person duly authorized to act on behalf of the Participant.

**Comprehensive Agreement** means a comprehensive agreement, if any, relating to the Facility between VDOT and Participant pursuant to the Virginia Public-Private Transportation Act.

**CSC** means a customer service center that will issue and provide services relating to the ETC System administration, prepaid account maintenance, and distribution of transponders.

**ETC** means electronic toll collection.

**ETC Prepaid Account** means an account for purposes of collecting prepaid tolls, membership fees and transponder fees.

**ETC Servicer** means a third party with whom VDOT has contracted to provide the ETC Services to the Participant.

**ETC Servicer Agreement** means the agreement between VDOT and the ETC Servicer for the provision of the ETC Services to the Participant.

**ETC Services** means all of those services necessary for the administration and operation of an electronic toll collection system, including customer services, distribution of transponders and the collection of tolls and the operation of E-ZPass CSCs.

**ETC System** means a system of electronic toll collection.

**E-ZPass** means the trademark for the regional ETC system operated by an Interagency Group (IAG) of participants.

**E-ZPass ETC System** means the overall system of hardware, software and networks that are used for processing E-ZPass transactions and managing E-ZPass accounts.

**E-ZPass Reciprocity Agreement** means the agreement requiring reciprocity among Other Participants in the E-ZPass ETC System attached to the Agreement as Exhibit A.

**Facility** means the Transform 66 P3 Project in Northern Virginia, with improvements to the approximately 25 mile corridor on I-66 between U.S. Route 15 in Prince William County and the Beltway in Fairfax County.

**Facility Transactions** means the aggregate of the tolled transactions for the Facility.

**Fiscal Year** means any 12 month period beginning July 1<sup>st</sup> one year and ending June 30<sup>th</sup> the following year.

**Other Participant** or **Other Participants** means those persons operating other ETC Systems in Virginia and who are members of the Virginia Toll Facilities Group.

**Participant** means [•], a [•].

**Statewide Transactions** means the aggregate of electronic tolled transactions in the Commonwealth of Virginia.

**VDOT** means the Virginia Department of Transportation.

**VDOT E-ZPass Fees** means the fees paid by the Participant to VDOT in an amount as calculated in accordance with Article 4.

**VDOT Standard Operating Procedures** means the VDOT Standard Operating Procedures for ETC Services set forth in Exhibit E.

**Virginia Toll Facilities Group** means a group comprised of the Other Participants.

## **ARTICLE 2 – ETC SERVICES**

**Section 2.1 – Provision of ETC Services.** VDOT agrees to provide the ETC Services to the Participant for the Facility. All Participant policies and procedures that affect VDOT's E-ZPass CSC operations are subject to review and approval by VDOT, such approval not to be unreasonably withheld or delayed. To the extent that any of Participant's policies and procedures materially and adversely affect VDOT's E-ZPass CSC operations, VDOT and Participant will engage in good faith discussions regarding the implementation of such policies and procedures, including the cure by Participant of any adverse financial effect on VDOT or the E-ZPass CSC operations.

**Section 2.2 – E-ZPass Customer Service Centers.** VDOT will establish, administer, and operate one or more CSCs either directly or through a contract with an ETC Servicer to establish, administer, and operate one or more CSCs. Unless otherwise provided herein, VDOT will provide the necessary data and communication lines, office supplies and equipment to support a CSC. VDOT will provide a minimum of seven (7) days advance notice to the Participant of any planned changes to any CSC, toll operations and service requirements that materially affect Participant and will, with good faith cooperation, seek the Participant's comments on any such changes and incorporate any mutually agreeable proposals.

### **Section 2.3 – ETC Prepaid Account.**

(a) Notwithstanding anything contained in this Agreement, VDOT and the Participant acknowledge and agree that:

- (i) VDOT has established an ETC Prepaid Account;
- (ii) VDOT is the sole owner of the ETC Prepaid Account and has the exclusive right, power and authority, at the exclusion of the Participant and all other persons, to exercise sole dominion and control of the ETC Prepaid Account; and
- (iii) the Participant will have no right, title or interest in and to the ETC Prepaid Account.

(b) VDOT agrees to initiate payment by wire transfer to the Participant on or before the close of business of the next VDOT business day, an amount equal to the aggregate tolls and any applicable membership fees posted to patron accounts the previous day, less payment of the VDOT E-ZPass Fees; provided, however that VDOT shall not be obligated to initiate payment pursuant to this Section 2.3(b) in cases of system failure that prevents Participant from sending

E-ZPass transactions or VDOT from processing E-ZPass transactions for Participant. Payments which were not made in accordance with this Section 2.3(b) due to system failure will be made by VDOT to the Participant the next day following the correction of the system failure.

(c) In the event outstanding bond or financial covenants located in the Project Financing Agreements (as defined in the Comprehensive Agreement) prohibit netting of the VDOT E-ZPass Fees from the electronic toll receipts, the VDOT E-ZPass Fees must be paid upon receipt of an invoice for services pursuant to Section 2.4.

(d) VDOT agrees to provide the Participant with read-only access to the Virginia E-ZPass Customer database via the customer service client application.

**Section 2.4 – Invoices for Services.** Any fees for any services including, but not limited to, ETC Services provided by VDOT to the Participant upon request or with the agreement of the other party that are not otherwise paid as provided herein, will be invoiced to the other party and paid in compliance with the laws of the Commonwealth of Virginia.

**Section 2.5 – Disputed Invoices.** If either VDOT or the Participant disputes any invoice or payment transaction reported by the ETC Servicer, they will give prompt notice to the ETC Servicer and each other and resolve the dispute pursuant to Article 11. Participant will reimburse questioned amounts to VDOT only upon final resolution for any amounts in dispute.

**Section 2.6 – Payments by the ETC Servicer.** In the event that pursuant to an ETC Servicer Agreement, the ETC Servicer is obligated to pay VDOT lost revenues or any other sum resulting from the default of the ETC Servicer or the non-performance of the ETC Servicer's duties and obligations under the ETC Servicer Agreement, VDOT will promptly remit to the Participant its *pro rata* portion of such sums. Such payment will be based on the product of (i) the historical ratio of the Facility Transactions to Statewide Transactions over the applicable time period in question for the immediately preceding year (taking into account holiday and weekend travel days), multiplied by (ii) the average percentage traffic increase at the Facility during the immediately preceding twelve month period; *provided* that if by reason of an event during the time periods in either or both of the preceding items (i) and (ii), the foregoing calculation is not a fair approximation of the traffic flow for the Facility for the period in question, then VDOT will remit such other amount as Participant can establish to VDOT's reasonable satisfaction. Payment to the Participant by VDOT will be limited to revenues lost by Participant or other sums that Participant can show as a direct loss from any such non-performance.

### **ARTICLE 3 – ETC SYSTEMS**

#### **Section 3.1 – Independent Systems.**

(a) The Participant operates or will operate an ETC System which is independent of but compatible with the VDOT E-ZPass ETC System and reads the same or E-ZPass-approved compatible type of transponder, and the Participant agrees that its ETC System will provide ETC transaction data in the format required by VDOT. The Participant agrees to purchase readers, antennas and other tolling hardware necessary to comply with the E-ZPass Reciprocity Agreement from vendors approved by VDOT.

(b) VDOT will provide data formats, documentation, interface requirements and any other necessary design information to the Participant in a timely manner and at no additional cost to the Participant. This information is subject to change with reasonable advance written notice from VDOT. Participant will be required to conform to the new interface requirements at no cost to VDOT. Transaction processing problems which arise from the Participant not meeting these requirements will be resolved at the direction of VDOT on a time plus materials basis payment by the Participant to VDOT.

(c) VDOT and the Participant will each continue to be responsible for the maintenance, repair, and operation of all necessary lane and computer equipment for their respective ETC Systems. Specifically, the Participant will be responsible for the maintenance, repair and operation of all necessary lane and computer equipment for its ETC System through and including its host computer. VDOT will be responsible for the maintenance, repair and operation of its ETC System commencing from the Participant's host router and extending through and including telephone lines, routers, black boxes and the CSC.

(d) In no event will VDOT have any liability to the Participant for any losses, including but not limited to lost toll revenue, suffered due to equipment failure or error in the Participant's ETC System; provided, however, that should VDOT's failure to properly maintain, repair and operate its ETC System and the CSC cause a loss of revenue to the Participant, VDOT will pay the Participant the lost revenue and the Participant's direct costs associated therewith within 14 days after the Participant provides VDOT written notice. Such written notice will include adequate and detailed documentation of such lost revenues and costs. Neither party will have any liability to the other party for consequential damages.

**Section 3.2 – Testing Procedures and Results.** Participant will provide VDOT the opportunity to participate in the installation of upgrades or other modifications to the Participant's ETC System, as requested by VDOT. The Participant may participate in the installation of upgrades or other modifications to VDOT's CSC system. In any such event, each party will provide proposed test schedules and scripts for such upgrades or other modifications to the other party and the CSC at least 21 days in advance of testing. In the case of upgrades or modifications to Participant's ETC System, VDOT may require additional tests to be undertaken at the Participant's expense in order to confirm the accuracy and reliability in all aspects of processing relating to ETC transactions. Copies of test results will be made available to the other party and the relevant CSC promptly. VDOT will participate in acceptance testing and must approve testing prior to processing of live traffic through the CSC.

### **Section 3.3 – Modifications to Systems.**

(a) As equipment changes, modifications or upgrades occur to the ETC Systems, the Participant will use reasonable efforts to cause its ETC equipment used on the Facility to be compatible with that used by VDOT on its other ETC facilities and VDOT's ETC operations. The Participant will be responsible for any and all system maintenance, changes, modifications or upgrades to its ETC equipment or operations. If any changes, modifications or upgrades to any of the Participant's ETC equipment or other system modifications will adversely impact VDOT's ETC operations in any material respect, the parties agree to make good faith efforts to resolve such impact to each party's satisfaction; provided, however, that any such changes, modifications or upgrades will be ultimately compatible with the VDOT ETC operations. Either

party will notify the other in writing at least 90 days in advance of any changes or modification to such party's ETC System equipment that may affect the other's ETC System equipment or operations in any material respect.

(b) VDOT will exercise due care and diligence in planning and implementing modifications, upgrades and associated testing of its ETC System at levels which are reasonable given the schedule, scope and budget for the ETC System and will not exceed what is considered customary and reasonable for hardware and software processing systems. However, there is no guarantee against adverse impacts to the performance of the hardware or software in Participant's or others' systems. While precautions will be taken by VDOT to help mitigate the risk of occurrence of such adverse impacts, VDOT will not, unless it is in breach of its duty of due care and diligence, be financially responsible for the occurrence of adverse impact to the Participant or other third parties affected during such modifications, upgrades and associated testing.

### **Section 3.4 – System Performance.**

(a) Both the Participant and VDOT will report as promptly as possible and no later than 72 hours from when the parties received notice therefore, of any system failure or degradation that may affect ETC operations. In the event that the Participant is unable to send E-ZPass transactions for the Facility for periods in excess of 24 hours, the Participant must notify the Authorized VDOT Representative prior to sending any backlogged E-ZPass transactions for the Facility. If VDOT is unable to process E-ZPass transactions for the Facility for the Participant for any period in excess of 24 hours, VDOT will notify the Participant as promptly as possible and no later than 72 hours of such fact.

(b) Any E-ZPass transactions for the Facility not sent within 60 business days of occurrence are subject to deletion from the patron's account and related revenue may not be recorded or transferred unless the delay is due to failure by VDOT, in which case the related revenue will promptly be transferred to the Participant.

### **Section 3.5 – Disputed Transactions.**

(a) Each business day, the Participant will forward by telecopy or e-mail to VDOT through a CSC, a report listing E-ZPass transactions by lane number from the previous day or weekend, as applicable. Each business day VDOT will cause a CSC to send the Participant via telecopy or e-mail a disbursement report reflecting E-ZPass transaction revenue credited to Participant by transaction number.

(b) If at any time the Participant's E-ZPass revenue reflected in the disbursement report is out of balance with Participant's reported E-ZPass transactions by \$50 or more for any three consecutive days, the Participant will notify VDOT. VDOT will provide a detailed disbursement file within five business days of Participant's notification. The Participant will compare the detailed disbursement report to its detailed audit and provide details regarding the disputed transactions sufficient to update the patron accounts. If the Participant cannot provide detail sufficient to update the patron accounts within 20 business days of the occurrence of the transactions, those transactions will not be charged to patron accounts and will not result in revenue to the Facility. The Participant will send the detailed data to VDOT with comparisons of

transactions to include the transaction sequence number(s) and the acknowledgement verification by the ETC System.

(c) E-ZPass transaction/revenue disputes will be resolved on a monthly basis. The CSC will resolve disputes that are recognized and/or identified as valid by adjusting or offsetting the funds that are owed to the Participant in a subsequent transfer. Any Participant's E-ZPass transactions rejected by their respective home agency will be identified in a report, which will be communicated to the Participant. Rejected transactions will be handled according to documented or generally accepted E-ZPass reconciliation procedures.

## **ARTICLE 4 – PAYMENT TERMS**

### **Section 4.1 – VDOT E-ZPass Fees.**

(a) Participant agrees to pay the VDOT E-ZPass Fees. The VDOT E-ZPass Fees will be due and payable as provided in Section 2.3. VDOT or the ETC Servicer will manage all responsibilities associated with collection and transmission of revenue back to the Participant.

(b) Subject to bond covenants and the affirmative agreement of Participant to right of offset, VDOT reserves the right to offset against amounts to be transferred from the ETC Prepaid Account to the Participant, any amount due to VDOT from the Participant. VDOT and the Participant agree that the agreement to transfer Participant's tolls from the ETC Prepaid Account and the remittance by VDOT to the Participant of amounts from the ETC Prepaid Account in accordance with this Agreement is irrevocable unless amended, modified or waived by written agreement of both parties.

(c) The cost for any additional services provided by VDOT or the ETC Servicer for the Participant that have been agreed to by VDOT and the Participant in advance will be in addition to the VDOT E-ZPass Fees. Examples of additional services may include mailhouse services to customers and emails to customers. Pricing for the performance of such additional services shall be as agreed between the Participant and VDOT, with pricing for such services to be limited to a pass through of reasonably incurred costs to perform such services.

### **Section 4.2 – Basis for VDOT E-ZPass Fees.**

(a) The VDOT E-ZPass Fees are intended to cover the Participant's share of VDOT's total annual ETC expenses, and shall be full compensation for VDOT to cover the normal and customary expenses requested to process tolls electronically and service the Participant's ETC accounts, based on transactions transmitted electronically to the ETC Servicer. The VDOT E-ZPass Fees for each fiscal year will be determined by VDOT and will be deemed correct absent manifest error. The VDOT E-ZPass Fees consist of the following two amounts: the operating costs component and the processing fee component.

(b) The operating costs component of the VDOT E-ZPass Fees will be assessed per transaction and calculated as follows:

(i) VDOT will determine the estimated operating costs component of the VDOT E-ZPass Fees for each fiscal year based on a five-year look ahead based upon:

(A) VDOT's estimated costs for operating the statewide ETC system, including, but not limited to, the amortized capital costs allocated to the statewide ETC system, the annual E-ZPass membership dues paid by VDOT to the E-ZPass Group, and additional transponder acquisition and distribution costs of VDOT's ETC operations;

(B) VDOT's estimated revenue collected from customer maintenance fees assessed per transponder and other miscellaneous customer charges (e.g., statement fees, lost/stolen transponder fees);

(C) VDOT's estimated transactions for all participants in the statewide ETC System; and

(D) The estimated baseline operating costs component of the VDOT E-ZPass Fees is an amount equal to the difference in the estimated amounts set forth in clause (A) above and clause (B) above, plus the amount set forth below in Section 4.2(b)(ii)(Z) for the most recently available fiscal year divided by the number of estimated transactions set forth in clause (C) above.  $[(A - B + Z) \div C]$ .

(ii) Following the end of each fiscal year, an adjustment to the estimated baseline operating costs component of the VDOT E-ZPass Fees calculated in Section 4.2(b)(i) will be made as follows:

(W) VDOT will calculate the difference between the estimated costs for operating the statewide ETC system set forth in Section 4.2(b)(i)(A) and the actual costs for operating the statewide ETC system for such fiscal year;

(X) VDOT will calculate the difference between the estimated revenue collected set forth in Section 4.2(b)(i)(B) and the actual revenues collected during such fiscal year; and

(Y) VDOT will calculate the difference between (1) the estimated number of transactions for all participants in the statewide ETC system, multiplied by the result in Section 4.2(b)(1)(D) above and (2) the actual number of transactions for such fiscal year, multiplied by the fee set forth in Section 4.2(b)(1)(D).

(Z) The baseline operating costs adjustment for a fiscal year is an amount equal to the sum of the amounts set forth in clause (W) above, clause (X) above and clause (Y) above.  $[W + X + Y]$ .

(c) The processing fee component of the VDOT E-ZPass Fees will consist of the sum of an amount equal to the average credit card processing fee (expressed in a percentage and calculated as set forth in the next sentence) multiplied by total revenue processed for the Participant each day. For the purposes of this calculation, the "average credit card processing fee" will equal the sum of the actual credit card processing fees and other related bank fees divided by credit card revenue multiplied by the percentage of total E-ZPass revenue processed by credit card. In the event that the processing fee component of the VDOT E-ZPass Fees collected for the twelve month period immediately preceding the date of calculation are either less than or in excess of the actual costs for such period, the deficiency or excess will then be



applied to the calculation of the processing fee component of the VDOT E-ZPass Fees for the next twelve month period.

(d) Annually, but not later than April 1st, VDOT will provide to Participant written notice of the VDOT E-ZPass Fees to be charged the next fiscal year including the adjustment to the estimated baseline operating costs component for the preceding fiscal year.

(e) A calculation of the estimated baseline operating costs component of the VDOT E-ZPass Fees and the adjustment thereto is set forth in Exhibit B. A calculation of the processing fee component of the VDOT Processing Fee for the current fiscal year is also set forth in Exhibit B.

**Section 4.3 – Account Information.** Unless otherwise directed by the Participant upon 10 business days prior written notice, the Department shall deposit or cause to be deposited all revenues derived from E-ZPass transactions into the account set forth in Exhibit C, in accordance with the terms of this Agreement.

## ARTICLE 5 – TERM

**Section 5.1 – Term.** The term of this Agreement will commence upon the Agreement Date and will terminate on that date which is the earlier to occur of the following:

(a) [•], subject to extension by VDOT pursuant to the Annual Extension of the Electronic Toll Collection Agreement, the form of which is attached hereto as Exhibit D, for successive one year extensions of the term;

(b) the date on which this Agreement is terminated by either party, having given [90] days prior written notice; or

(c) the date this Agreement is terminated in accordance with Article 12.

**Section 5.2 – Continuity of ETC Services.** In order to insure continuity of ETC Services to the Participant, VDOT agrees that if the ETC Services Agreement will for any reason be terminated, or is materially changed or renegotiated, VDOT will (i) make a good faith attempt to give the Participant the opportunity to obtain ETC Services from the current ETC Servicer or a substitute Servicer engaged by VDOT, as appropriate, under terms substantially the same as those set forth in the ETC Services Agreement and this Agreement pursuant to an amendment to this Agreement or a separate agreement, and (ii) in the case where VDOT is performing the ETC Services, make ETC Services available to the Participant under terms substantially the same as those set forth in the ETC Services Agreement and this Agreement.

## ARTICLE 6 – OPERATIONS

**Section 6.1 – Standard Operational Procedures.** VDOT Standard Operating Procedures for ETC Services are attached hereto as Exhibit E (the “Standard Operating Procedures”). The Participant may establish and operate a CSC independently of VDOT and in such a case the Participant agrees to operate such an independent CSC in compliance with the VDOT Standard Operating Procedures.

**Section 6.2 – Changes in Operational Procedures.** Any anticipated changes that materially affect operating procedures will be presented and discussed at liaison meetings. VDOT will, in good faith cooperation, try to accommodate changes proposed by the Participant. However, VDOT has sole approval authority to amend operational procedures.

#### **ARTICLE 7 – RESPONSIBILITIES OF VDOT**

**Section 7.1 – Generally.** VDOT will use commercially reasonable efforts to cause the ETC Servicer to perform its duties and obligations in accordance with the ETC Servicer Agreement and the VDOT Standard Operating Procedures. If the Participant gives VDOT a written notice stating that the ETC Servicer is not performing its duties and obligations in accordance with the ETC Servicer Agreement or the VDOT Standard Operating Procedures, and specifying the reasons therefore, VDOT will promptly remedy the deficiency (including taking any remedial action available pursuant to the ETC Servicer Agreement) or give the ETC Servicer notice to such effect and request appropriate action. VDOT will include the Participant in all decisions relating to any such situation. The parties acknowledge that it is not necessary for Participant to be a party to the ETC Servicer Agreement, provided that VDOT will be obligated to provide all ETC Services pursuant to this Agreement.

**Section 7.2 – Notices.** VDOT will promptly notify the Participant of all changes in ETC Services that are anticipated to materially affect Participant’s operations, including with respect to E-ZPass and the E-ZPass Reciprocity Agreement.

#### **ARTICLE 8 – RESPONSIBILITIES OF PARTICIPANT**

**Section 8.1 – Generally.** The Participant will use commercially reasonable efforts to maintain its ETC System to perform in accordance with the VDOT Standard Operating Procedures. If VDOT gives the Participant a written notice stating that its ETC System is not operating in accordance with approved operating procedures, and specifying the reasons, the Participant will promptly initiate appropriate corrective action. The Participant will include VDOT in all decisions relating to any such situation. The Participant will take no actions that violate or affect any of the terms of the E-ZPass Reciprocity Agreement that is attached and incorporated as part of this Agreement.

**Section 8.2 – Toll Rate Changes.** The Participant is exclusively authorized to make and be responsible for any toll rate changes at the Facility in accordance with applicable law and a Comprehensive Agreement, if any. The Participant will communicate any toll rate changes to VDOT and the ETC Servicer in accordance with a Comprehensive Agreement, if any, or if the Participant has not entered into a Comprehensive Agreement, at least fifteen (15) business days prior to implementation to allow for modifications to the ETC systems and related charges and modifications.

**Section 8.3 – Notices.** The Participant will notify VDOT of all changes in its ETC Systems that are anticipated to materially affect VDOT and/or ETC operations.

## **ARTICLE 9 – MARKETING**

**Section 9.1 – Marketing.** VDOT and the Participant will coordinate marketing for the ETC System of toll collections. VDOT and the Participant will mutually determine a marketing plan. VDOT will, in good faith cooperation, include the Participant in its marketing efforts. However, either party may implement, at its own cost, supplemental marketing efforts for the Facility which are in addition to those provided by the mutually agreed upon marketing plan. The Participant will be provided usage of, and is hereby granted, subject to the provisions of a Comprehensive Agreement, a license to use the term “E-ZPass” and the “E-ZPass” logos at no charge for operational and marketing purposes and VDOT represents and covenants that it has lawful authority to grant such license; provided that VDOT will retain the right of prior approval of any such use, such approval not to be unreasonably withheld, conditioned or delayed.

## **ARTICLE 10 – VIRGINIA TOLL FACILITIES GROUP; LIAISON; MEETINGS**

### **Section 10.1 – Virginia Toll Facilities Group.**

(a) Each of VDOT and the Participant will designate a person and the Participant will also designate an alternate whose responsibility will be to meet periodically with the Virginia Toll Facilities Group in order to coordinate areas of mutual concern and interest to the ETC Systems for both the Participant and VDOT, including the CSCs.

(b) The primary purpose of Virginia Toll Facilities Group meetings will be to discuss issues related to the provision of ETC Services, other issues of mutual interest to the Virginia Toll Facilities Group and VDOT’s ETC budget and, if applicable, the selection and performance of the ETC Servicer. VDOT will be responsible for coordinating the meetings, which will be held not less than quarterly.

(c) The Virginia Toll Facilities Group will oversee the implementation and performance of ETC Systems and will have the responsibility for advising VDOT and the Other Participants with respect to ETC Systems and their performance but will be an advisory body only that may not bind or commit either VDOT, the Participant or any Other Participant except by duly authorized express delegation by either VDOT, the Participant or any Other Participant for such purpose. VDOT is not obligated to implement any recommendation of the Virginia Toll Facilities Group.

## **ARTICLE 11 – DISPUTE RESOLUTION**

**Section 11.1 – Dispute Resolution Generally.** VDOT and the Participant will each exercise their best efforts to mutually resolve any dispute that may arise between them through good faith negotiations between the Authorized VDOT Representative and Authorized Participant Representative.

**Section 11.2 – Dispute Resolution Pursuant to a Comprehensive Agreement.** If VDOT and the Participant have entered into a Comprehensive Agreement pursuant to the Virginia Public-Private Transportation Act which requires their respective entry into this Agreement, then the provisions of Section 11.1 shall not apply and the parties agree to resolve

any disputes which arise between them under this Agreement pursuant to the dispute resolution provisions of such Comprehensive Agreement.

## **ARTICLE 12 – DEFAULT**

### **Section 12.1 – Events of Default; Cure; Termination.**

(a) A failure by either VDOT or Participant to fulfill their respective material responsibilities and obligations set forth herein will give rise to an event of default, respectively. Following the provision of notice of default by the non-defaulting party to the defaulting party, and the failure to cure the event of default within the period agreed upon pursuant to Section 12.1(b), the Agreement may be terminated in accordance with Section 12.1(c).

(b) If an event of default occurs pursuant to Section 12.1(a), the defaulting party shall have 60 days to cure such default; provided, however, that the 60-day cure period may be extended by mutual agreement.

(c) Following expiration of the cure period, unless such cure period is extended by mutual agreement, the non-defaulting party will have the right to terminate this Agreement by written notice thereof to the defaulting party.

## **ARTICLE 13 – MISCELLANEOUS**

**Section 13.1 – Waivers, Modifications and Amendments.** No waiver, modification, or amendment of any term, condition or provision of this Agreement will be valid or of any force or effect unless made in writing and signed by both VDOT and the Participant. The effect of any such change will be limited to the extent specified and agreed to by VDOT and the Participant, as evidenced by signatures of duly appointed officers of each of the parties.

**Section 13.2 – Captions.** Captions, headings, cover pages and tables of contents contained in this Agreement are inserted for convenience of reference only and in no way define, limit or prescribe the scope, intent or meaning of any provisions of this Agreement. All appendices, exhibits, or schedules attached hereto are hereby incorporated herein and made a part of this Agreement.

**Section 13.3 – Notices.** All notices will be in writing and will be delivered personally, by telecopy, or by registered or certified mail, return receipt requested, addressed as follows:

### **Participant Mailing Address**

[•]  
[•]  
[•]  
Attention: [•]  
Telecopier: [•]

### **VDOT Mailing Address**

Virginia Department of Transportation  
1401 East Broad Street  
Richmond, Virginia 23219  
Attention: Commissioner of Highways  
Telecopier: 804-780-6250

**Section 13.4 – Entire Agreement.** This Agreement constitutes the entire agreement between VDOT and the Participant concerning the subject matter hereof and supersedes all prior negotiations, representations, and agreements about them, either oral or written; *provided, however* that the provisions of a Comprehensive Agreement, if any, shall prevail in the event such provisions conflict with the terms of this Agreement.

**Section 13.5 – Force Majeure/Emergency.** In case by reason of force majeure, either party will be rendered unable wholly or in part to carry out its obligations under this Agreement, then, provided such party will give notice and full particulars of such force majeure in writing to the other within a reasonable time after occurrence of the event or cause relied on, the obligations of such party so far as they are affected by such force majeure, will be suspended during the continuance of the inability then claimed, which will include a reasonable time for the removal of the effect thereof, and such party will endeavor to remove or overcome such inability with all reasonable dispatch. Any time period specified herein for the performance by such party of an obligation will be appropriately adjusted and extended without the necessity for any amendment to this Agreement if a force majeure event occurs.

**Section 13.6 – Assignment.** Participant may not assign its rights and obligations under this Agreement except with the prior written consent of VDOT.

**Section 13.7 – Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All litigation between the parties arising out of or pertaining to this Agreement or its breach will be filed, heard and decided in the Circuit Court for the City of Richmond, Virginia, Division I, which will have exclusive jurisdiction and venue.

**Section 13.8 – Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS THEREOF**, this Agreement has been entered into as of the first date set forth above, by the duly authorized officers of the parties hereto.

**PARTICIPANT**

**VIRGINIA DEPARTMENT OF  
TRANSPORTATION**

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

By: \_\_\_\_\_  
Name: [•]  
Title: Director of Financial Planning

**Exhibit A**

**E-ZPass Reciprocity Agreement**

## IAG RECIPROCITY AGREEMENT

This Reciprocity Agreement made the 30th of July 1998 between the Agencies and expires when terminated or amended as provided herein.

WHEREAS, the Agencies who initiated this Reciprocity Agreement are signatories to the E-ZPass Electronic Toll Collection (“ETC”) E-ZPass Operations Interagency Agreement (“the Operating Agreement”); and

WHEREAS, E-ZPass is a regional system of electronic toll collection to be operated by the Agencies signatory to the Operating Agreement; and

WHEREAS, in order to implement the operation of the regional electronic toll collection system, the signatories to this Agreement recognize the practical necessity of their joint and cooperative effort; and

WHEREAS, the parties acknowledge that the goal of the IAG is to offer interoperability to their customers to the fullest extent, including the ability to provide a single account statement to each customer setting forth their transaction activities on all participating Agency roadways; and

WHEREAS, agreement of the principles set forth is essential to commence development of more elaborated plans to achieve reciprocity among Agencies employing electronic toll collection; and

WHEREAS, it is also recognized that, although the implementation of a regional system of electronic toll collection carries a cost, it is a goal of the IAG that no Agency be required to bear a disproportionate share of the financial burden of interoperability and reciprocity. Thus, the parties commit to remedy any such inequities, including the potential transfer of customer accounts between Agencies based on a customer’s primary facility usage, or other agreed upon adjustments, while maintaining or improving customer service; and

WHEREAS, the parties agree and acknowledge that this Reciprocity Agreement shall be considered an extension of, and intended to implement in part, the Operating Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

### I. Definitions

Agency	Any Agency that is a member of the Interagency Group
Away Agency	Any Agency that is not the customer’s Home Agency
Conditional Settlement	An interim Settlement between Agencies prior to final settlement.
Final Settlement	A Settlement between Agencies after Reconciliation has been



## IAG RECIPROCITY AGREEMENT

completed and accepted by the two Agencies.

Home Agency	The Agency that establishes and/or maintains a customer's account and issues a tag(s).
Invalid Tag	A tag that is denoted by a Home Agency as not being a Valid Tag; the Home Agency does not guarantee payment of toll transactions utilizing an Invalid Tag.
Invalid Tag Transaction	The passage of an Invalid Tag through an activated E-Zpass lane.
Posting	The recording of a toll transaction against a customer's account and deducting the toll charge from the customer's account balance.
Pre-Paid Accounts	Customer accounts that require money be on deposit in advance for their tag transaction to be accepted as valid.
Reconciliation	The process whereby a Home Agency and an Away Agency resolve any discrepancies in arriving at Final Settlement.
Settlement	The transfer by a Home Agency of United States dollars representing the gross toll revenues due to an Away Agency for Valid Tag Transactions incurred on the Away Agency's facilities by the Home Agency's customers.
Tag Validation File	A file maintained by each Agency of tags issued by that Agency which denotes the status of each tag issued as having one of four values (valid, low balance, invalid, or lost/stolen) consistent with IAG technical guidelines.
Valid Tag	A tag which is used for a toll transaction for which the Home Agency guarantees payment of the toll.
Valid Tag Transaction	The passage of a Valid Tag, or a transaction from a valid account, through an activated E-Zpass lane.

## II. Confidentiality

- (1) As used in this section, the term "Confidential Information" shall include any research, development and trade secrets, business affairs, and other information of the Agencies and their Contractors, their representatives, employees, subsidiaries, affiliates and agents, which is designated in writing as Confidential Information. Information shall not be considered Confidential Information to the extent that it (i) is or becomes a part of

## IAG RECIPROCITY AGREEMENT

the public domain, or (ii) is already known free of any confidentiality obligation, or (iii) is independently developed without access to the Confidential Information, or (iv) is disclosed under proper judicial or governmental process, or (v) is approved for release by written authorization.

(a) Agencies agree to treat any Confidential Information as confidential to the extent permitted by applicable United States, State and local law and Agency policy. Each Agency agrees to request the other Agencies to treat as exempt from disclosure any information and documents it believes might be exempt from disclosure pursuant to the provisions of the State laws applicable to the Agencies and their policies on confidentiality.

(b) Subject to the provision of subparagraph (b) of this paragraph, Agencies agree that they shall hold Confidential Information of an Away Agency in confidence, and shall safeguard the Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures, that they use to maintain their own Confidential Information.

(2) As used in this section, the term “customer account information” shall include all information about an account holder and the vehicles utilizing that account, including but not limited to: the account holder’s name, address, and any other identifying characteristics; the make, model, year and plate number of such vehicles; all photographs, microphotographs, videotapes and other recorded images of such vehicles created by E-ZPass equipment; and itemized statements of account deductions for the use of such system. Nothing in this section shall be construed as prohibiting the use of customer account information for Agency traffic and facility management purposes and the reporting thereof, provided that such use does not identify an individual person or vehicle.

(a) The Agencies agree that when an Agency is in receipt of individual or aggregate customer account information relative to the customer of another Agency, the receiving Agency will not make such information available to the public unless required to do so by the State law of such receiving Agency or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy. When a Home Agency is in receipt of customer account information from an Away Agency, unless that Home Agency and Away Agency have agreed otherwise, the Home Agency will release that information to another governmental entity only as required by law. Further, the Agencies agree that when an Agency is in receipt of customer account information relative to the customer of another Agency, the receiving Agency may utilize such information solely for the following purposes: billing an account holder or deducting toll charges from the account holder’s account; enforcement of toll collection and related regulations or violations of the account holder’s customer agreement; in a judicial or administrative action or discovery proceeding to which the Agency is a party; the operation of commercial vehicle operation

## IAG RECIPROCITY AGREEMENT

programs; or as otherwise permitted by the Away Agency. In particular, with respect to: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag, Agencies will not sell, distribute or make available in any way the names and addresses of Away Agency account holders for such purposes.

(b) The Agencies agree that each Agency shall formally adopt the provisions of subparagraph (b) of this paragraph as its formal policy on the use of customer account information relative to the customers of another Agency. The phrase "toll policies" as utilized in paragraph (4) of section X of this Agreement shall include the policy required by this section.

(c) The Agencies agree that each Agency shall enter into a customer agreement with each of its customers. Such customer agreement shall contain a provision whereby the customer acknowledges that: customer account information may be disclosed to other Agencies for the purposes set forth in this paragraph; and such information may be subject to disclosure to the public if such disclosure is required by the law of the State in which toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy.

(d) No Agency shall be required to disclose customer account information to another Agency or to any other entity as part of a non-toll business opportunity agreement pursuant to which such information will be sold, distributed, or made available in any way for: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag.

(e) The Agencies agree that each Agency shall treat Home Agency customer account information in the same manner that they are required to treat Away Agency customer account information pursuant to paragraph (2) (b) of this section. Provided, however, that a Home Agency may, when permitted by the law of the State where it is located or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy: disclose its own Home Agency customer account information for commercial or fundraising purposes provided the written consent of the account holder is obtained; and/or provide its own Home Agency customer account information to a law enforcement agency in accordance with the applicable policy of the Home Agency.

(3) If any Agency ascertains that an unauthorized third party has obtained Confidential Information or customer account information, upon discovery of such occurrence it shall notify the affected Agency.

(4) This section of this Agreement shall supersede the previously adopted IAG Privacy Guidelines.

### III. Notices

## IAG RECIPROCITY AGREEMENT

Any notice required pursuant to the provision of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the E-ZPass IAG Program Director.

The Agencies agree to notify the IAG Program Director and the appropriate Committee Chair, of all inter-agency agreements and of all programs, system or operational changes in programs (including the agreements referenced in Article XII (2)).

### IV. Modification

This Agreement shall not be subject to oral modification. Any change in the terms hereof shall be in writing and signed by the party or parties to be charged therewith. The forgiveness by any party of the terms or conditions hereof shall not constitute a waiver thereof unless such party so specifies in writing.

### V. Rights and Benefits

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any other party. An Agency may not assign any portion of this Agreement.

### VI. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and, except as set forth in Section IV, may be amended only by a written instrument executed by the parties hereto.

### VII. Choice of Law and Severability

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Agencies. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of the Agreement, the remaining provisions shall remain in full force and effect after deleting such provision.

### VIII. Dispute Resolution

Any dispute or disagreement that arises from this Agreement shall be settled according to Section 2 (b) of the Interagency Operations Agreement dealing with dispute resolution.

## IAG RECIPROCITY AGREEMENT

### IX. Account Settlement Process

#### (1) *Data File Transfers*

Agencies will provide for timely transmissions, receipt, and acknowledgment for all data file transfers pursuant to this Agreement and in accordance with IAG Inter-Customer Service Center Interface File Specifications.

#### (2) *Exchange of Tag Validation Files*

- (a) The Agencies agree to electronically exchange all tag status data on a regular schedule, at least once per day, or more frequently, as determined by agreement between two Agencies. The Home Agency shall provide to other Agencies its Tag Validation File. The Agencies will download the most current tag validation files to their toll lanes as immediately as practicable, but at least once per day.
- (b) The Home Agency will determine the tag status by creation of a Tag Validation File denoting the status of each tag as having one of four values (valid (01), low balance (02), invalid (03) or lost/stolen (04)) consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications, which may be amended from time to time. The Home Agency will transmit the Tag Validation File to the Away Agencies.
- (c) The Home Agency is responsible for informing all other Agencies by electronic file transfer in the format of the Tag Validation File, that a tag is lost or stolen and the Away Agency acknowledges receipt. Thereafter, the Home Agency is no longer obligated for transactions that occur with that tag.
- (d) An Away Agency may deny E-ZPass use on its facilities for a tag that was reported as Valid by the Home Agency for an infraction of the Away Agency's administrative or operating policies.

#### (3) *Valid Tag Transactions*

- (a) Agencies agree to electronically exchange all Valid Tag Transaction data consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications on a regular schedule, at least once a day, or more frequently, or as otherwise determined by agreement between two Agencies.
- (b) All Valid Tag Transactions will be recorded and transmitted by the Away Agency to the Home Agency at least once per day or as otherwise determined by agreement between two Agencies.

## IAG RECIPROCITY AGREEMENT

- (c) Upon receipt of transaction records, the Home Agency will post transactions to the proper accounts. Settlement of a Valid Tag Transaction shall not be dependent on transaction posting; i.e., the Home Agency's obligation to pay the Away Agency is not contingent upon the Home Agency posting the transactions to the customer's account. The class as determined by the Away Agency (e.g. from the tag, AVC system, collector determination) will be used to determine the amount of toll to be posted and honored by the Home Agency for settlement purposes.

## IAG RECIPROCITY AGREEMENT

- (d)
  - (i) So long as the Away Agency transfers Valid Tag Transactions to the Home Agency within 60 days, the Home Agency will honor same if the account is open.
  - (ii) Notwithstanding any reference in this Reciprocity Agreement, the Home Agency is not responsible to honor the Valid Tag Transaction if the transaction is received more than 10 days after the transaction occurred and the account is closed.
- (e) For those Agencies where a manual transaction is recorded in the lane due to a "no read", that transaction will be converted into an electronic Valid Tag Transaction as detailed in the Inter-CSC Interface File Specifications.

### (4) *Invalid Tag Transactions*

Away Agencies will not transfer Invalid Tag Transactions to the Home Agency for payment unless otherwise agreed upon by those Agencies.

- (a) **Infraction of Away Agency's Operating or Administrative Policies**
  - (i) The Away Agency will notify the Home Agency electronically that its customer's Valid Tag will be denied E-ZPass use on that Away Agency's facilities because of an infraction of its operating or administrative policies.
  - (ii) The Home Agency will provide the data needed to the Away Agency for customer notification according to (iii) below.
  - (iii) The Away Agency will notify the customer that his/her tag will no longer be valid on its facilities.
- (b) ***Lost and Stolen***
  - (i) The Home Agency will notify the Agencies of a lost or stolen tag.

## IAG RECIPROCITY AGREEMENT

- (ii) The Away Agency will process these Lost or Stolen Tags as violations according to the rules and regulations of the Away Agency.
- (5) Customer Disputed Transactions
  - (a) Each Agency will inform the other Agencies of its guidelines for handling customer disputed transactions. When, due to cost/benefit or other considerations, customer accounts are credited for the disputed amount without further research, such credits will not affect Settlement or Reconciliation between Agencies.
  - (b) When a customer disputes a transaction that occurred on an Away Agency's facility, and such transactions are researched, acknowledged and agreed to be an error of the Away Agency, the resulting adjustment will become part of the Reconciliation and Settlement between the two agencies and no payments will be made for such transactions.
  - (c) In order to enable proper researching of customer complaints, all agencies will maintain records related to toll transactions for a minimum period of 120 days.
- (6) Settlement & Revenue Reconciliation
  - (a) The Home Agency will transfer the gross toll amount due for Valid Tag Transactions as reported by an Away Agency in United States dollars. All transfers will be calculated on a gross basis.
  - (b) The Home Agency will settle in a manner and frequency as determined by agreement between the Home and Away Agency, but at least monthly. Final settlement will be based on Valid Tag Transactions as reported by the Away Agency regardless of account status at time of Posting.
  - (c) Actual or estimated revenue as reported by the Away Agency may be used as a basis for Conditional Settlement as agreed between the Home and Away Agencies.
  - (d) Valid Tag Transactions obligate the Home Agency to remit the correct toll to the Away Agency at the time of Settlement regardless of the status of the Home Agency account at the time of Posting. In the case of lost or stolen tags, the Home Agency is no longer obligated for transactions that occur after notification to the Away Agency.
  - (e) An Agency which does not act as a Home Agency may notify the other Agencies that all transactions relating to such Agency's facilities shall be transmitted to and settled with a Home Agency designated by such Agency.

## IAG RECIPROCITY AGREEMENT

### (7) *Tag and Account Policies*

## IAG RECIPROCITY AGREEMENT

- (a) Current fees, deposits, and policies of Agencies are set forth in the Interagency E-ZPass Policy Matrix, which may be amended from time to time, and is maintained by the IAG Program Director. Agencies may use this Matrix as a resource for their policies in an effort to avoid influencing customer enrollment patterns.
- (b) The Agencies agree to follow the Vehicle Classification protocol of the IAG in their tag distribution programs.
- (c) A Home Agency may determine that its valid non-revenue Accounts may be invalid at an Away Agency.

## X. Violations

- (1) Processing of E-ZPass customer violations at the Away Agency when the tag is reported as lost/stolen by the Home Agency will be pursuant to the rules and regulations of the Away Agency.
- (2) If cash is collected at the Away Agency for any transaction, the Away Agency will not transfer any such transactions to the Home Agency.
- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies or as otherwise required by law.
- (5) The Agencies will process toll evasion violation images in such a manner as to identify customers' accounts in good standing and thereby create a Valid Transaction.
- (6) Non-customer toll evasion violators will be processed pursuant to the rules and regulations of the Agency where the violation occurred.
- (7) Participating agencies may establish a procedure for grouping toll plaza speeding violations among Agencies which may result in a Home Agency suspending an account because of violations on Away Agency facilities.

## XI. Marketing

Agencies will provide advance notification of E-ZPass marketing activities to the Public Relations and Marketing Committee of the IAG.



## IAG RECIPROCITY AGREEMENT

### XII. Miscellaneous

- (1) The parties acknowledge and agree that any Agency posting an E-ZPass sign will accept all valid E-ZPass tags.
- (2) The parties acknowledge and agree that this Reciprocity Agreement is subject to each Agency implementing interoperability and reciprocity agreements with the other Agencies regarding provisions in Article IX of this Agreement. Each Agency is obligated to proactively resolve issues and define agreements to achieve interoperability and reciprocity with each of the other Agencies in the IAG in a timely manner.

#### (3) *Discount Programs*

An Agency that wants its discount program(s) offered in another Agency's CSC shall fund the expense of the program(s). Such arrangement shall be subject to auditing processes. Furthermore, if an Agency wants to offer another Agency's discount program(s) through its CSC, it may do so at its own expense, not to include foregone toll revenue. The Agencies agree to cooperate in any such efforts. Expenses referred to herein include, but are not limited to, all expenses, such as programming and CSR training and materials including increased expenses to the Agency whose discount program is being offered. Two or more Agencies may agree to a different allocation of expenses.

#### (4) *Non-Toll Business Opportunities*

All E-ZPass tag holders meeting the criteria for participation in a non-toll business opportunity application shall be eligible to participate.

**Exhibit B**

**VDOT E-ZPASS FEES**

For Fiscal Year [•], the processing fee component of the VDOT E-ZPass Fees will be [•]% of the revenue processed for each individual facility.

A calculation of the estimated baseline operating costs component of the VDOT E-ZPass Fees and the adjustment thereto is attached hereto as follows:

**Exhibit C**

**Account Information**

Bank:

Account Name:

Account No.

Re:

\* If the Facility is not in operation, the Participant agrees to provide to the Department the account information in this Exhibit C within 30 days prior to the planned commencement of tolling on the Facility.

**Exhibit D**

**Form of Annual Extension of the Electronic Toll Collection Agreement**

This ANNUAL EXTENSION OF THE ELECTRONIC TOLL COLLECTION AGREEMENT (this “FY 20[• ] Extension Agreement”) is made and entered into this [ • ] day of [ • ] 20[ • ], by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”) and [•] (the “Participant”). Terms used in this FY 20[ • ] Extension Agreement and not defined herein shall have the meaning given them in the ETC Agreement.

**Recitals**

**WHEREAS**, VDOT and Participant entered into an Electronic Toll Collection Agreement (the “ETC Agreement”) on [•];

**WHEREAS**, the [ • ] Extension of the ETC Agreement was entered into on [ • ] and ends on [ • ]; and

**WHEREAS**, Article 5 of the ETC Agreement provides that it may be renewed for successive one year extensions.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VDOT and the Participant hereby agree as follows:

**Section 1.01 Extension Period.** The term of the ETC Agreement shall be extended for an additional one-year period commencing July 1, 20[ • ] (the “Effective Date”) and ending June 30, 20[ • ] (the “Extension Period”), subject to extension or earlier termination as provided in the ETC Agreement.

**Section 1.02 VDOT E-ZPass Fees.**

(a) The VDOT E-ZPass Fees for the Extension Period are calculated and set forth in Exhibit A hereto and shall replace the VDOT E-ZPass Fees prior to the Effective Date.

**Section 1.03** Except as expressly modified by a prior extension and this FY 20[ • ] Extension Agreement, all of the terms and provisions of the ETC Agreement and subsequent extension agreements are hereby ratified and confirmed and shall remain in full force and effect.

**Section 1.04** Counterparts. This FY 20[ • ] Extension Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS THEREOF**, this FY 20[ • ] Extension Agreement has been entered into as of the first date set forth above, by the duly authorized officers of the parties hereto.

**PARTICIPANT**

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

**VIRGINIA DEPARTMENT OF TRANSPORTATION**

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

**Exhibit A to FY20[ • ] Extension Agreement**

VDOT E-ZPass Fees for the Extension Period will be \_\_\_\_\_% of the revenue processed from each individual facility.