

This **ELECTRONIC TOLL COLLECTION (ETC) AGREEMENT** (this “Agreement”) is made and entered into this 19th day of December 2007, by and between **VIRGINIA DEPARTMENT OF TRANSPORTATION (“VDOT”)** and **CAPITAL BELTWAY EXPRESS, LLC** (the “Participant”).

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

WHEREAS, pursuant to the Amended and Restated Comprehensive Agreement between the Participant and VDOT dated as of the date of this Agreement (the “Comprehensive Agreement”), the Participant is the operator of the HOT Lanes, as defined by the Comprehensive Agreement (the “Route 495 HOT Lanes”), portion of the Capital Beltway;

WHEREAS, the Participant shall install and operate an electronic toll collection system in connection with the Route 495 HOT Lanes which shall be compatible with the systems employed by VDOT on its other toll roads;

WHEREAS, the Participant and VDOT desire to enter into this Agreement to provide for, among other things, ETC Services as it relates to the Route 495 HOT Lanes;

WHEREAS, the parties have installed and operate compatible electronic toll collection systems for their respective roadways;

WHEREAS, VDOT is responsible for providing ETC Services, as herein defined, for participating agencies and other participants, and the Participant and VDOT desire to enter into this Agreement to provide for, among other things, ETC Services as it relates to the Route 495 HOT Lanes; and

WHEREAS, VDOT has joined the E-ZPass Interagency Group (“IAG”) on behalf of itself and other participating members, and the E-Z Pass Reciprocity Agreement is attached hereto as Appendix A and is considered part of this 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:

ARTICLE 1 – DEFINITIONS

For purposes of this Agreement, the terms set forth below shall have the meanings set forth beside them.

| | |
|---------------------------------------|---|
| Authorized Department Representative | - Person or officer duly authorized to act on behalf of VDOT |
| Authorized Participant Representative | - Person or officer duly authorized to act on behalf of the Participant |
| CSC | - E-ZPass Virginia Customer Service Center which provides all services contemplated under this agreement through a contractual arrangement with an ETC Servicer |
| ETC | - Electronic Toll Collection |
| ETC Services | - All of those services necessary for the operation of an electronic toll |

| | |
|-------------------------------|---|
| | collection system |
| ETC Services Agreement | - An Electronic Toll Services Agreement between VDOT and a third party (“ETC Servicer”) for the provision of ETC Services |
| E-ZPass | - Trademark for regional ETC system operated by an Interagency Group (IAG) of participants |
| E-ZPass Reciprocity Agreement | - Agreement requiring reciprocity among Agencies participating in the E-ZPass ETC system |
| Fiscal Year | - Any 12 month period beginning July 1 st one year and ending June 30 th the following year |
| Participant | - Capital Beltway Express, LLC |
| VDOT | - Virginia Department of Transportation |

ARTICLE 2 – ETC SERVICES

Section 2.1 – Provision of ETC Service

(a) VDOT is responsible for certain services (collectively, “ETC Services”) for both the Participant and VDOT with respect to the administration and operation of the ETC systems on the Route 495 HOT Lanes and other E-ZPass facilities, including the customer services, distribution of transponders and the collection of tolls, subject to the provisions of the I-495 Hot Lanes Addendum attached hereto (the “Addendum”), for the Route 495 HOT Lanes and other E-ZPass facilities through such transponders and the operation of CSCs, as defined in Section 2.2.

(b) All Participant policies and procedures that affect VDOT’s CSCs operations are subject to review and approval by VDOT. To the extent that any of the Participant’s policies and procedures materially and adversely affects VDOT’s CSCs operations, VDOT and the Participant shall engage in good faith discussions regarding the implementation of such policies and procedures, including the cure by the Participant of any adverse financial effect on VDOT or the CSCs operations.

Section 2.2 – E-ZPass Customer Service Centers

VDOT shall be responsible for the establishment, administration, and operation of one or more walk-in centers (each a “CSC” and collectively the “CSCs”) that will issue and provide services relating to the ETC system administration, prepaid account maintenance, and distribution of transponders to be used for the ETC systems for the Participant and VDOT facilities, subject to the provisions of the Addendum. VDOT may contract with a private company (“ETC Servicer”) for the provision of such services (“ETC Services”) through an ETC Services Agreement. Unless otherwise provided herein, VDOT shall provide the necessary data and communication lines, office supplies and equipment to support the CSCs. VDOT will provide a minimum of seven days advance notice to the Participant of any planned changes to any CSC location, 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 that:

- (i) VDOT has established, in its name, an ETC Prepaid Account (the “Account”) for purposes of collecting prepaid tolls, membership fees and transponder fees;
- (ii) VDOT shall be the sole owner of the Account and shall have the exclusive right, power and authority, to the exclusion of the Participant and all other persons, to exercise sole dominion and control of the Account; and
- (iii) the Participant shall have no right, title or interest in and to the Account.

(b) VDOT agrees, except in cases of system failure, to initiate payment by wire transfer to the Participant on or before the close of business of the next succeeding VDOT business day, an amount equal to the aggregate tolls and any applicable membership fees posted to patron accounts, less payment of the applicable transaction fee. In the event outstanding Financing Assignments (as defined by the Comprehensive Agreement) prohibit netting of the transaction fee from the electronic toll receipts, the Participant must pay the transaction fee to VDOT upon receipt of an invoice for services.

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, shall 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 shall give prompt notice to the ETC Servicer and each other. Participant shall only reimburse questioned amounts to VDOT upon satisfactory resolution, for any amounts in dispute.

Section 2.6 – Payments by the ETC Servicer

In the event that, pursuant to the ETC Services Agreement, the ETC Servicer is obligated to pay VDOT lost revenues or any other sum resulting from the default in or the non-performance of its duties and obligations under the ETC Services Agreement, VDOT shall promptly remit to the Participant its *pro rata* portion of such sums. Such payment shall be based on the product of (i) the historical ratio of the Route 495 HOT Lanes transactions to VDOT 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 Route 495 HOT Lanes during the immediately preceding twelve month period; provided that if by reason of catastrophic event, the foregoing calculation is not a fair approximation of the

traffic flow for the Route 495 HOT Lanes for the period in question, then VDOT shall remit such other amount as Participant can establish to VDOT's reasonable satisfaction. Payment to the Participant by VDOT shall be limited to revenues lost by the Participant or other sums that the 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 an ETC system which is independent of, but compatible with, the VDOT system and uses the same type of transponder or otherwise as described in the Addendum.

(b) The Participant shall be responsible for ensuring that its ETC system provides ETC transaction data in the format required by the ETC Servicer. VDOT shall 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. Transaction processing problems which arise from the Participant not meeting these requirements shall be resolved at the direction of VDOT on a time plus materials basis. This information is subject to change with reasonable notice from VDOT. The Participant will be required to conform to the new interface requirements at no cost to VDOT or the Participant may elect to not install new interface requirements and withdraw from the ETC Agreement.

(c) VDOT and the Participant shall each be responsible for the maintenance, repair, and operation of all necessary lane and computer equipment for their respective ETC systems. Specifically, the Participant shall 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. In no event shall VDOT have any liability to the Participant for any losses suffered due to equipment failure or error in the Participant's ETC system from the lane level through the Participant's host computer. VDOT shall 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 CSCs. Should VDOT's failure to properly maintain, repair and operate its ETC system and the CSCs cause a loss of revenue to the Participant, VDOT shall reimburse the Participant therefor and for Participant's lost revenue and direct costs associated therewith within 14 days after the Participant shall have given VDOT written notice. Such written notice shall include adequate and detailed documentation of such lost revenues and costs. Neither party shall have any liability to the other party for consequential damages.

Section 3.2 – Testing Procedures and Results

VDOT shall be provided the opportunity to participate in the installation of upgrades or other modifications to the Participant's ETC system, as requested. The Participant may participate in the installation of upgrades or other modifications to VDOT's CSC system. In such event, each

party will provide proposed test schedules, and scripts for such upgrades or other modifications, to the other party and the ETC Servicer at least 60 days in advance of testing. In the case of upgrades or modifications to Participant's ETC system, upon mutual agreement 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 shall be made available to the other party and the ETC Servicer promptly. VDOT will participate in acceptance testing and must approve testing prior to processing of live ETC traffic through the CSCs.

Section 3.3 – Modifications to Systems

(a) As equipment changes, modifications or upgrades occur to the ETC systems, the Participant shall use reasonable efforts to cause its ETC equipment used on its toll facility to be compatible with that used by VDOT on its other ETC facilities. The Participant will be responsible for any and all system maintenance, changes, modifications or upgrades to its ETC equipment or operations. Any changes, modifications or upgrades to any of the Participant's ETC equipment or other system modifications that may impact VDOT's ETC operations in any material respect shall be compatible with the VDOT ETC operations. Either party shall 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 the Participant's or others' systems. While precautions will be taken by VDOT to help mitigate the risk of occurrence of such adverse impacts, VDOT shall 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 shall report within 48 business hours any system failure or degradation that may affect ETC operations. In the event that the Participant is unable to send E-ZPass transactions for periods in excess of 24 hours, the Participant must notify the Manager of the CSC prior to sending any backlogged E-ZPass transactions. If the CSC is unable to process the E-ZPass transactions for the Participant for any period in excess of 24 hours, VDOT shall notify the Participant within 48 business hours of such fact.

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

(b) At any time the Participant E-ZPass and E-ZPass revenue reflected in the disbursement report is out of balance with Participant's reported E-ZPass and E-ZPass transactions by \$50 or more for any 3 consecutive days, the Participant shall notify the ETC Servicer. The ETC Servicer will provide a detailed disbursement file within five business days of Participant's notification. The Participant shall 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 shall send the detailed data to the ETC Servicer 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 – Transaction Fee

(a) The Participant shall be responsible for paying a transaction fee ("transaction fee") based upon the number of electronic toll transactions processed and the revenue processed for that Participant. The transaction fee is 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 ETC Servicer will manage all responsibilities associated with collection and transmission of revenue back to the Participant.

(b) It is mutually agreed that the transaction fee will cover all of VDOT's cost of operation, including providing and servicing transponders, operation of the CSCs, capital, and any other costs associated with the collection of tolls for the Participant ("Total ETC Costs"). However, subject to Financing Assignment covenants and the affirmative agreement of the Participant to right of offset, VDOT reserves the right to offset against amounts to be transferred from the Account hereunder to the Participant, any amount due to VDOT from the Participant. VDOT agrees, and the Participant acknowledges, that the agreement to transfer Participant's tolls to the Account is irrevocable unless amended, modified or waived by written agreement of both parties.

(c) Furthermore, any cost for special services provided by the CSC for the Participant that have been agreed by VDOT and the Participant in advance, including without limitation those described in the Addendum, shall be payable by the Participant over and above the processing fee.

Section 4.2 – Basis for Transaction Fee

(a) The transaction fee shall consist of the sum of the following two amounts as determined by VDOT (and shall be deemed correct absent manifest error):

(i) An amount equal to: (1) the sum of the current budgeted cost to VDOT for operating the statewide ETC system, current amortized capital costs allocated to the statewide ETC system, and the annual E-ZPass membership dues (excluding the annual amount collected for E-ZPass account maintenance fees and other miscellaneous customer charges (e.g., lost transponder replacement fees)) **less** budgeted credit card processing fees associated with transaction revenue; plus/minus the amount in Section 4.2(b), if any **divided by** (2) the total number of ETC transactions in the immediately preceding calendar year; and

(ii) An amount equal to the average credit card processing fees **multiplied by** total revenue processed for the Participant. For the purposes of this calculation, the "average credit card fee" shall equal the expected credit card fees **divided by** expected credit card revenue **multiplied by** the percentage of total CSC revenue processed by credit card.

(b) In the event that the transaction fees collected are either less than or in excess of the actual budget for the year calculated, the deficiency or excess will then be applied to adjust the next year's budget prior to the new calculation.

(c) The total prior calendar year's ETC transactions shall be based on the total number of ETC transactions recorded on all participating facilities. Annually, but not later than April 1st, VDOT shall provide to Participant a copy of the approved budget for ETC operations as well as written notice of the transaction fee to be charged in the next fiscal year.

ARTICLE 5 – TERM

The term of this Agreement shall commence upon the date of this Agreement (the “Commencement Date”), and shall terminate on that date which is the earlier to occur of

- (i) the date on which the ETC Servicer is no longer providing services pursuant to the ETC Services Agreement, or in connection with the renegotiation of the current ETC Services Agreement, unless extended by mutual agreement of the parties in connection with the engagement of a substitute ETC Servicer, or the renegotiation of the current ETC Services Agreement.
- (ii) the date on which this Agreement is terminated by either party, or
- (iii) June 30, 2008, subject to renewal beyond that term by successive one year extensions of the term unless and until terminated by written notice received by the other party at least 90 days prior to the end of the term or extended period at issue.

In order to insure continuity of ETC Services to the Participant, VDOT agrees that if the ETC Services Agreement shall for any reason be terminated, or is materially changed or renegotiated, VDOT shall make a good faith attempt (i) in the case where the ETC Services Agreement is materially changed or renegotiated or a substitute ETC Servicer is engaged by VDOT, to give the Participant the opportunity to obtain ETC Services from the current ETC Servicer or such substitute ETC Servicer, 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, or (ii) in the case where VDOT is performing ETC Services for itself, to 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 shall ensure the establishment and maintenance of standard operating procedures for ETC Services. Once such initial standard operating procedures have been established they shall be attached hereto as Appendix B. The Participant agrees to comply with all such procedures should they decide to maintain any CSC independent of VDOT.

Section 6.2 – Changes in Operational Procedures

Any anticipated changes that materially affect operating procedures shall 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 shall use commercially reasonable efforts to cause the ETC Servicer to perform its duties and obligations in accordance with the approved operating procedures. If the Participant gives VDOT a written notice stating that the ETC Servicer is not performing its duties and obligations, and specifying the reasons, VDOT shall promptly give the ETC Servicer notice to such effect and request appropriate action. VDOT shall 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 Services Agreement, provided that VDOT shall be obligated to provide all ETC Services hereunder.

Section 7.2 – Notices

VDOT shall promptly notify the Participant of all changes in ETC Services that are anticipated to materially affect the 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 shall use commercially reasonable efforts to maintain their ETC system to perform in accordance with the approved operating procedures. If VDOT gives the Participant a written notice stating that their ETC system is not operating in accordance with approved operating procedures, and specifying the reasons, the Participant shall promptly initiate appropriate corrective action. The Participant shall include VDOT in all decisions relating to any such situation. The Participant shall 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 Participant's toll facilities in accordance with applicable law and the Comprehensive Agreement.

Section 8.3 – Notices

The Participant shall notify VDOT of all changes in their ETC systems that are anticipated to materially affect VDOT, the ETC Servicer and/or ETC operations.

ARTICLE 9 – MARKETING

VDOT and the Participant shall coordinate marketing for the ETC system of toll collections. VDOT and the Participant shall 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 its own roadway which are in addition to those provided by the mutually agreed upon marketing plan. The Participant shall be provided usage of, and is hereby granted a license to use, 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 shall 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

Each of VDOT and the Participant shall designate a person and the Participant shall also designate an alternate whose responsibility shall be to meet periodically in order to coordinate areas of mutual concern and interest to the ETC systems for both the Participant and VDOT, including the CSCs. Together with others appointed by agencies or bodies for which VDOT is providing ETC Services (such others are “Other Participants”), this group shall comprise the Virginia Toll Facilities Group (the “VTFG”).

The primary purpose of VTFG meetings shall be to discuss issues related to ETC Services maintenance, improvement, coordination and other issues of mutual interest to the VTFG, including VDOT’s ETC budget (for purposes of calculating the Transaction Fee) and the selection and performance of the ETC Servicer. VDOT shall be responsible for coordinating the meetings, which shall be held not less often than quarterly.

The VTFG shall have the responsibility for advising VDOT, the Participant and the various Other Participants with respect to ETC systems and performance in Virginia, shall oversee the implementation and performance of ETC systems but shall be an advisory body that may not bind or commit any of VDOT, the Participant or the various Other Participants except by duly authorized express delegation for such purpose.

ARTICLE 11 - DISPUTE RESOLUTION

Any dispute that may arise between VDOT and the Participant shall be mutually resolved through the best efforts and good faith negotiations between the Authorized Department Representative and Authorized Participant Representative. In conducting such negotiations, VDOT and the Participant recognize that in drafting this Agreement, it is impracticable to make provisions for every contingency that may arise during its term. Accordingly, in order to achieve the resolution of any dispute concerning matters for which this Agreement provides no clear guidance, VDOT and the Participant concur that this Agreement imposes a duty to negotiate in good faith.

ARTICLE 12 - DEFAULT

Section 12.1 – Default Generally

Failure by either VDOT or the Participant to fulfill their respective responsibilities set forth herein shall give rise to an event of default under the terms of this Agreement. Following upon appropriate notice of default, and failure to cure within the agreed upon period, the Agreement may be terminated in accordance with Section 12.2 or Section 12.3.

Section 12.2 - Termination by Participant

Both Parties shall determine a mutually agreeable cure period. If the Parties cannot reach agreement on what constitutes a reasonable cure period then VDOT shall make the determination, taking into account the corrective measures to be instituted promptly and pursued diligently by the defaulting Party, except for payments from the Account under Section 2.3 as to which the Participant may allow a VDOT cure period in exceptional cases. Following expiration of the cure period, unless extended by mutual agreement, the Participant shall have the right to terminate this Agreement upon the occurrence of any of the following events:

- (i) A default by VDOT to perform its duties or obligations hereunder or to cause the ETC Servicer to perform its duties or obligations under the ETC Services Agreement; or
- (ii) If the Participant determines that the transaction fee meets or exceeds a level that adversely affects the Participant's operating budget.

Section 12.3 - Termination by VDOT

Both Parties shall determine a mutually agreeable cure period. If Parties cannot reach agreement on what constitutes a reasonable cure period then VDOT shall make the determination, taking into account the corrective measures to be instituted promptly and pursued diligently by the defaulting Party; provided that no cure period shall be less than 60 days. Following expiration of the cure period provided, unless extended by mutual agreement, VDOT shall have the right to terminate this Agreement upon the occurrence of a default by the Participant in the performance of its duties or obligations under this Agreement, including responsibilities outlined in Article 8.

ARTICLE 13 - MISCELLANEOUS

Section 13.1 – Waivers, Modifications and Amendments

No waiver, modification, or amendment of any term, condition or provision of this Agreement shall 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 shall 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, Etc.

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, addendums or schedules attached hereto, including without limitation the Addendum, are hereby made a part of this Agreement, and references in this Agreement to “herein” shall include any such appendices, exhibits, addendums or schedules.

Section 13.3 - Notices

All notices shall be in writing and shall be delivered personally, by telecopy, or by registered or certified mail, return receipt requested, addressed as follows:

Participant Mailing Address

VDOT Mailing Address

Commonwealth Transportation Commissioner
Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner
Telecopier: 804-786-2940

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.

Section 13.5 - Force Majeure/Emergency

In case by reason of force majeure, either party shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then, provided such party shall 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, shall be suspended during the continuance of the inability then claimed, which shall include a reasonable time for the removal of the effect thereof, and such party shall 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 shall be appropriately adjusted and extended without the necessity for any amendment to this Agreement if a force majeure event occurs.

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.

CAPITAL BELTWAY EXPRESS, LLC

**VIRGINIA DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

I-495 HOT LANES ADDENDUM
to
ELECTRONIC TOLL COLLECTION AGREEMENT
DATED December 19, 2007, BETWEEN VDOT
AND CAPITAL BELTWAY EXPRESS, LLC

The Participant is currently reviewing various technologies to facilitate the operations of the Route 495 HOT Lanes in accordance with the Comprehensive Agreement and one of those technologies that will impact the CSC is a switchable transponder (tag). The Participant expects the switchable tag will have the following features:

- Compatible with the E-ZPass system
- Manufactured by an IAG approved vendor
- Available for purchase by IAG members

[Describe switchable transponders and any other special Hot Lanes related equipment to be provided or required by CSC in accordance with Section 2.2 of ETC Agreement]

The Participant expects the same level of service that the CSC provides to Other Participants of the VTFG. Section 4.1(c) of the Agreement provides VDOT and the Participant with a mechanism to define and cost special customer services on a mutually agreed to basis.

Such special services as agreed to under Section 4.1(c) include the following:

[Describe division of responsibility, if any, between VDOT/ETC Services and Participant for any such special Hot Lanes related equipment or services]

[Describe additional charges, etc. related to special Hot Lanes equipment or services described above that are to be payable by Participant pursuant to Section 4.1(c) of ETC Agreement]