
LIMITED LIABILITY COMPANY AGREEMENT

OF

Capital Beltway Express LLC

a Delaware Limited Liability Company

Dated as of December 17, 2007

Limited Liability Company interests in Capital Beltway Express LLC, a Delaware limited liability company, have not been registered with or qualified by the Securities and Exchange Commission or any securities regulatory authority of any state. The interests are being sold in reliance upon exemptions from such registration or qualification requirements. The interests cannot be sold, transferred, assigned or otherwise disposed of except in compliance with the restrictions on transferability contained in the Limited Liability Company Agreement of Capital Beltway Express LLC, as such may be further amended or restated from time to time, and applicable federal and state securities laws.

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EXHIBITS

- Exhibit A - Capital Contribution
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- Exhibit C - Investment Schedule
- Exhibit D - Capital Call Notice
- Exhibit E - Initial Approved Annual Plan and Budget

SCHEDULES

- Schedule I - Managers

**LIMITED LIABILITY COMPANY AGREEMENT
OF
CAPITAL BELTWAY EXPRESS LLC
A DELAWARE LIABILITY COMPANY**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF Capital Beltway Express LLC (as it may be amended from time to time as provided below, this “**Agreement**”), dated as of December 17, 2007 (the “**Effective Date**”), is adopted, executed and agreed to, for good and valuable consideration, by the Members.

RECITALS

WHEREAS, the Company was formed on the Formation Date by the filing of a Certificate of Formation with the Delaware Secretary of State; and

WHEREAS, the Members desire to set forth their agreements regarding the operation and management of the Company.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual representations, warranties, covenants and agreements of the Parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound, agree as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.01 Definitions. Whenever used in this Agreement, except where the context clearly indicates otherwise, the following words and phrases shall have the following meanings.

“**Act**” means the Delaware Limited Liability Company Act, Delaware Code Annotated Title 6, §§18-101 et seq., as amended from time to time.

“**Adjusted Capital Account**” means, with respect to any Member for any period, such Member’s Capital Account as of the end of such period, after giving effect to the following adjustments:

(a) Increase such Capital Account by any amounts that such Member is deemed obligated to restore as described in the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Decrease such Capital Account by such Member’s share of the items described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4),(5) and (6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“**Affiliate**” means with respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person; without limiting the foregoing, the term Affiliate with respect to a Member shall include any entity where more than 50% of the voting stock or profit interest of such entity is owned or controlled, directly or indirectly, by such Member, and any entity that owns or controls, directly or indirectly, more than 50% of the voting stock or profit interest of such Member.

“**Agreement**” has the meaning set forth in the introductory paragraph hereof.

“**Amended Drag-Along Notice**” has the meaning set forth in Section 3.03(e)(iv).

“**Annual Plan and Budget**” has the meaning set forth in Section 6.05.

“**Appraised Value**” means the fair market value of the applicable Membership Interest determined by utilizing valuation methods and practices commonly used in the toll road development and management industry and taking into account all of the facts and circumstances relating to the Company, including any cash reserves that may be held by the Company.

“**Assignee**” means any Person that acquires a Membership Interest or any portion thereof through a Disposition in accordance with the terms hereof.

“**Bankruptcy or Bankrupt**” means, with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in subclauses (i) through (iv) of this clause (a); (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties; or (vii) admit in writing to inability to pay its debts generally as such debts become due; or (b) a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any Law has been commenced against such Person, and sixty (60) days have expired without dismissal thereof or with respect to which, without such Person’s consent or acquiescence, a trustee, receiver, or liquidator of such Person or of all or any substantial part of such Person’s properties has been appointed and sixty (60) days have expired without the appointment’s having been vacated or stayed, or sixty (60) days have expired after the date of expiration of a stay, if the appointment has not previously been vacated.

“**Board of Managers**” has the meaning set forth in Section 6.01(a).

“**Business**” has the meaning set forth in Section 2.04.

“**Business Day**” means any day other than a Saturday, a Sunday, or another day on which commercial banks located in New York, New York or Washington, DC are authorized or required to remain closed.

“**Buyout**” has the meaning set forth in Section 9.02.

“**Buyout Notice**” has the meaning set forth in Section 9.01.

“**Call Option**” has the meaning set forth in Section 9.03.

“**Call Option Notice**” has the meaning set forth in Section 9.03.

“**Capital Account**” means the account to be maintained by the Company for each Member in accordance with Section 4.06. The Capital Account of a Member in respect of a Unit shall be maintained on a per Unit basis.

“**Capital Contribution**” means with respect to any Member, the amount of money and the fair market value (as determined by the Board of Managers) of any property (other than money) actually contributed or deemed (for United States federal tax purposes) to have been contributed to the Company by the Member.

“**Capital Call Notice**” means a notice sent to a Member pursuant to Section 4.02 setting forth (i) the Company’s total funding requirement and (ii) such Member’s Pro Rata Share of such funding requirement.

“**Cash Equivalents**” means any of the following having a maturity of not greater than one year from the date of issuance thereof: (a) readily marketable direct obligations of the government of the United States of America or any agency or instrumentality thereof or obligations unconditionally guaranteed by the full faith and credit of the government of the United States of America, (b) insured certificates of deposit of or time deposits with any commercial bank that is a member of the Federal Reserve System, issues (or the parent of which issues) commercial paper rated as described in clause (c) below, is organized under the laws of the United States or any State thereof and has combined capital and surplus of at least \$1,000,000,000.00 or (c) commercial paper issued by any corporation organized under the laws of any State of the United States and rated at least “Prime-1” (or the then equivalent grade) by Moody’s Investor Service, Inc. (or any successor thereto) or “A-1” (or the then equivalent grade) by Standard & Poor’s Rating Group, a division of Standard & Poor’s Corporation (or any successor thereto).

“**Certified Public Accountants**” means a firm of independent public accountants selected from time to time by the Board of Managers.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provision of succeeding law).

“**Company**” means Capital Beltway Express LLC, a Delaware limited liability company.

“**Company Loan**” means any secured or unsecured loan made to the Company or any of its Affiliates to finance the Project.

“**Company Minimum Gain**” has the meaning specified for “partnership minimum gain” as set forth and determined in accordance with the principles of Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“**Contributing Member**” has the meaning set forth in Section 4.02.

“**Control**”, “**Controlling**” or “**Controlled**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of interests representing the equity, voting securities or general partnership interest or by contract, or otherwise.

“**Deadlock Event**” means, in respect of a vote of the Members with respect to the matters described in Section 6.03, the failure to obtain the consent of the Supermajority of all Members.

“**Delaware Certificate**” has the meaning set forth in Section 2.01.

“**Design Build Contract**” means the Turnkey Lump-Sum Design-Build Contract for the Route 495 Hot Lanes in Virginia Project between the Company, as Concessionaire, and Fluor-Lane LLC, as Contractor, dated as of December 18, 2007

“**Dispose**”, “**Disposing**” or “**Disposition**” means with respect to any asset (including any Unit or Membership Interest or any portion thereof), a sale, assignment, transfer, conveyance, gift, exchange or other disposition of such asset, whether such disposition be voluntary, involuntary or by operation of Law, including the following: (a) in the case of an asset owned by a natural person, a transfer of such asset upon the death of its owner, whether by will, intestate succession or otherwise; and (b) in the case of an asset owned by an entity, (i) a merger or consolidation of such entity (other than where such entity is the survivor thereof), (ii) a conversion of such entity into another type of entity to the extent that such conversion would be treated as a sale or exchange for United States federal income tax purposes, or (iii) a distribution of such asset, including in connection with the dissolution, liquidation, winding-up or termination of such entity (unless, in the case of dissolution, such entity’s business is continued without the commencement of liquidation or winding-up).

“**Dispute**” has the meaning set forth in Section 10.01.

“**Disputing Member**” has the meaning set forth in Section 10.01.

“**Disqualified Transferee**” means any Person holding equity in Transurban DRIVE Holdings LLC, the member of DRIVE, and any of its Affiliates.

“**Dissolution Event**” has the meaning set forth in 11.1.

“**Distributable Cash**” means the gross cash proceeds from the Company’s operations (including sales and dispositions of property whether or not in the ordinary course of business) and any net cash proceeds from any issuance of equity or refinancing of debt or new debt issuance, less, amounts used to pay or establish reserves for all Company expenses (including general and administrative expenses), contract and marketing costs, debt payments, taxes, capital

expenditures, replacements, future acquisitions and investments and contingencies as determined by the Board of Managers.

“**Distribution Date**” means in respect of any calendar month, the last Business Day of the following calendar month.

“**Drag Along Notice**” has the meaning set forth in Section 3.03(e)(iv).

“**Drag Along Transferee**” has the meaning set forth in Section 3.03(e)(ii).

“**DRIVE**” means Transurban DRIVE USA LLC, a Delaware limited liability company.

“**Economic Risk of Loss**” has the meaning set forth in Treasury Regulations Section 1.752-2(a).

“**Effective Date**” has the meaning set forth in introductory paragraph hereof.

“**Encumber, Encumbering, or Encumbrance**” means the creation of a lien (statutory or otherwise), mortgage, deed of trust, claim, option, easement, charge, pledge, security interest, hypothecation, assignment, use restriction or other encumbrance of any kind or nature whatsoever, whether voluntary or involuntary, choate or inchoate (including any agreement to give any of the foregoing), and any conditional sale or other title retention agreement.

“**Equity Funding Agreements**” means (i) the Equity Funding Agreement, to be dated as of December 20, 2007, by and among DRIVE, the Company, Goldman Sachs Capital Markets, L.P., Citibank, N.A., New York, DEPFA Bank plc, and Wells Fargo Bank, N.A., as trustee, and (ii) the Equity Funding Agreement, to be dated as of December 20, 2007, by and among Fluor, the Company, Goldman Sachs Capital Markets, L.P., Citibank, N.A., New York, DEPFA Bank plc, and Wells Fargo Bank, N.A., as trustee.

“**Exit Sale**” has the meaning set forth in Section 3.03(e)(i).

“**Failed Contribution**” has the meaning set forth in Section 4.02.

“**Financial Close**” means the term "Closing Date" as such term is defined under the Amended and Restated Comprehensive Agreement relating to the Route 495 HOT Lanes in Virginia Project.

“**Fluor**” means Fluor Enterprises, Inc., a California corporation.

“**Fluor Change of Control**” means, with respect to Fluor, an event (such as a Disposition of voting securities) that causes such Member to cease to be Controlled by such Member’s Parent; provided, however, that (i) an event that causes such Member’s ultimate Parent to be Controlled by another Person shall not constitute a Fluor Change of Control and (ii) a Fluor Change of Control shall not result from a change of the shareholdings or unit holdings in a stock exchange-listed direct or indirect investor in Fluor.

“**Formation Date**” has the meaning set forth in Section 2.01.

“**GAAP**” means United States generally accepted accounting principles as in effect from time to time, applied on a consistent basis.

“**Governmental Authority (or Government)**” means a federal, state, local or foreign governmental authority (including any regulatory authority); a state, province, commonwealth, territory or district thereof; a county or parish; a city, town, township, village or other municipality; a district, ward or other subdivision of any of the foregoing; any executive, legislative or other governing body of any of the foregoing; any agency, authority, board, department, system, service, office, commission, committee, council or other administrative body of any of the foregoing; any court or other judicial body; and any officer, official or other representative of any of the foregoing.

“**Indebtedness**” means indebtedness for borrowed money or the obligation to pay the deferred purchase price for any item, excluding trade payables incurred in the ordinary course.

“**IRR**” means, with respect to a Member, the annual percentage return rate with annual compounding which, when used as a discount rate to determine the net present value of all Capital Contributions made by such Member to the Company in exchange for Units, and all distributions (taken into account on a pre-tax basis) made by the Company to such Member results in a net present value of \$0.

“**IRR Threshold**” means an IRR of 12.5%.

“**Law**” means any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter, of a Governmental Authority having valid jurisdiction.

“**Make-Up Contribution**” has the meaning set forth in Section 4.03(c).

“**Managers**” has the meaning set forth in Section 6.01(a).

“**Material Action**” means to consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company, or to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company’s inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action, or dissolve or liquidate the Company.

“**Member**” means any Person executing this Agreement as of the date of this Agreement as a member or hereafter admitted to the Company as a member as provided in this Agreement, but such term does not include any Person who has ceased to be a member in the Company. Exhibit A hereto sets forth certain particulars concerning the Members as of the Effective Date.

The Board of Managers shall amend, or cause to be amended, Exhibit A from time to time to reflect changes in the information set forth thereon, including the admission or withdrawal of Members.

“**Member Contribution Loan**” has the meaning set forth in Section 4.03(b).

“**Member Nonrecourse Debt**” has the meaning set forth with respect to the term “partner nonrecourse debt” in Treasury Regulations Section 1.704-2(b)(4).

“**Member Nonrecourse Deductions**” means the net increase, if any, in the amount of minimum gain during the fiscal year attributable to Member Nonrecourse Debt.

“**Membership Interest**” means, with respect to any Member, (a) that Member’s status as a Member; (b) that Member’s share of the income, gain, loss, deduction and credits of, and the right to receive distributions from, the Company; (c) all other rights, benefits and privileges enjoyed by that Member (under the Act, this Agreement, or otherwise) in its capacity as a Member, including that Member’s rights to vote, consent and approve and otherwise to participate in the management of the Company, to the extent provided in this Agreement; and (d) all obligations, duties and liabilities imposed on that Member (under the Act, this Agreement or otherwise) in its capacity as a Member, including any obligations to make the initial Capital Contributions required under Section 4.01.

“**Minimum Gain Attributable to Member Nonrecourse Debt**” means that amount with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if each Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with the principles of Treasury Regulations Section 1.704-2(i)(3).

“**Non-Contributing Member**” has the meaning set forth in Section 4.02.

“**Nonrecourse Deductions**” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1) and Section 1.704-2(c).

“**Nonrecourse Liability**” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“**Operating and Support Services Agreement**” means the Operating and Support Services Agreement for the Capital Beltway Hot Lanes Project between the Company and Transurban (USA) Operations, Inc., to be dated as of December 19, 2007.

“**Outside Activities**” has the meaning set forth in Section 6.02.

“**Offered Units**” has the meaning set forth in Section 3.03(d)(i).

“**Parent**” means, in respect of a Member, the Person, if any, that directly Controls such Member.

“**Parties**” means the Members executing this Agreement, and any other Person that becomes a Member in accordance with the provisions hereof.

“**Permitted Disposition**” means a Disposition or Encumbrance of any Unit to or in favor of (i) an Affiliate of any Member, or any other Member (or its Affiliate) or (ii) any creditor of a Member, or any collateral agent for such creditor, to the extent that such Encumbrance constitutes security for the Indebtedness of a Member to such creditor, and including the Disposition upon foreclosure of such Encumbrance or in lieu of such foreclosure, so long as such Encumbrance complies with the provisions of Section 3.03(c); provided, however, that any Disposition to, or Encumbrance in favor of, a Disqualified Transferee is not a Permitted Disposition.

“**Person**” has the meaning assigned to that term in Section 18-101(12) of the Act and also includes any Governmental Authority and any other entity.

“**Project**” means, during the work period, the term "Route 495 HOT Lanes in Virginia Project" and, during the operating period, the term "HOT Lanes Project" as such terms are defined under the Amended and Restated Comprehensive Agreement relating to the Route 495 HOT Lanes in Virginia Project.

“**Project Documents**” means the term "Project Agreement" as such term is defined under the Amended and Restated Comprehensive Agreement relating to the Route 495 HOT Lanes in Virginia Project.

“**Proposed Transferee**” has the meaning set forth in Section 3.03(d)(i).

“**Pro Rata Share**” means as to the holder of any Units, the number of Units held by such Member, divided by the aggregate number of Units.

“**Project**” means the 495 Capital Beltway HOT Lanes Project in the Commonwealth of Virginia, U.S.A.

“**Purchasing Member Acceptance**” has the meaning set forth in Section 9.01.

“**Qualified Appraiser**” means an appraiser chosen in accordance with Section 9.02.

“**Rating Agency**” has the meaning assigned to that term in the Project Documents.

“**Rating Agency Condition**” means, with respect to any action, that each Rating Agency shall have been given ten days prior notice thereof and that each of the Rating Agencies shall have notified the Company in writing prior to such action that such action will not result in a reduction or withdrawal of the then current rating by such Rating Agency of any Indebtedness issued by the Company.

“**Regulatory Allocations**” has the meaning set forth in Section 5.01(j).

“**Substantial Completion**” has the meaning set forth in the Design Build Contract.

“**Supermajority of all Members**” means Members collectively holding at least ninety-one percent (91%) of the then-outstanding Units.

“**Tag-Along Notice**” has the meaning set forth in Section 3.03(f).

“**Tag-Along Rights**” has the meaning set forth in Section 3.03(f).

“**Tag-Along Transfer**” has the meaning set forth in Section 3.03(f).

“**Tax**” or “**Taxes**” means all taxes, including income tax, surtax, remittance tax, presumptive tax, net worth tax, special contribution, production tax, pipeline transportation tax, value added tax, withholding tax and any gross receipts tax, windfall profits tax, profits tax, severance tax, personal property tax, real property tax, sales tax, transfer tax, use tax, excise tax, franchise fee, public utility commission fee, public utility tax, license tax, license fee, user utility tax, premium tax, environmental tax (including taxes under Section 59A of the Code), customs duties, stamp tax, capital stock tax, franchise tax, occupation tax, payroll tax, employment tax, social security, unemployment tax, disability tax, alternative or add-on minimum tax, estimated tax, and any similar tax imposed by any Governmental Authority thereof together with any interest, fine or penalty, or addition thereto, whether disputed or not.

“**Tax Matters Member**” has the meaning set forth in Section 7.03(a).

“**Tax Professional**” has the meaning set forth in Section 7.03(b).

“**Tax Return**” means any return, form, declaration of estimated Tax, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Term**” has the meaning set forth in Section 2.06.

“**Transfer Notice**” has the meaning set forth in Section 3.03(d).

“**Treasury Regulations**” means the federal income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of successor Treasury Regulations).

“**Uniform Commercial Code**” or “**UCC**” means the Uniform Commercial Code as in effect from time to time in the State of Delaware.

“**Units**” means units of ownership in the Company representing the Membership Interest of each Member and measured by reference to the Capital Accounts of each Member on the Effective Date, with each Member owning one Unit for each dollar in such Member’s Capital Account on the Effective Date. Thereafter, the number of Units shall not change unless an additional Capital Contribution is made by any Member in accordance with the terms of Article IV, whereupon such Member shall receive one additional Unit for each dollar of such additional Capital Contribution. Upon a Disposition by any Member in accordance with the provisions of this Agreement of any portion of such Member’s Membership Interest, the assignee shall receive from the Disposing Member a number of Units equal to the percentage of the Membership Interest so Disposed multiplied by the total number of Units owned by the Disposing Member immediately prior to the Disposition.

“**Warranty Period**” has the meaning set forth in the Design-Build Contract.

Other terms defined herein have the meanings so given them in this Agreement.

1.02 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Exhibits and Schedules are to exhibits and schedules attached hereto, each of which is made a part hereof for all purposes. Where any provision in this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any Affiliate of such Person. All accounting terms used herein and not otherwise defined herein will have the meanings accorded them in accordance with U.S. generally accepted accounting principles and, except as expressly provided herein, all accounting determinations will be made in accordance with such accounting principles in effect from time to time. The words “includes” or “including” shall mean “including without limitation.”

ARTICLE 2

ORGANIZATION

2.01 Formation. The Company was formed as a Delaware limited liability company by the filing of the Certificate of Formation of Capital Beltway Express, LLC (the “**Delaware Certificate**”), on August 28, 2007 (the “**Formation Date**”), with the Secretary of State of Delaware pursuant to the Act. Pursuant to this Agreement, the Parties hereby provide for the admission to the Company of Fluor and DRIVE as the initial Members effective upon the execution and delivery of this Agreement by all Parties. The Company and, if required, each of the Members shall execute or cause to be executed from time to time all other instruments, certificates, notices, and documents and shall do, or cause to be done, all such acts and things (including making publications or periodic filings) as may now or hereafter be required for the formation, valid existence, and, when appropriate, termination of the Company as a limited liability company under the laws of the State of Delaware, including any amendments required under the Act to reflect the provisions of this Agreement.

2.02 Name. The name of the Company is “Capital Beltway Express LLC” and all Company business must be conducted in that name or such other names that comply with the Law as the Board of Managers may from time to time select; provided, however, that in the event of a change in name, the Board of Managers shall notify the Members of such name change promptly thereafter. The Board of Managers shall cause the Delaware Certificate to be amended to reflect any change in the Company’s name effected pursuant to this Section.

2.03 Registered Office; Registered Agent; Principal Office. The address of the registered office of the Company required by the Act to be maintained in the State of Delaware shall be 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, or such other office (which need not be a place of business of the Company) as the Board of Managers may designate from time to time in the manner provided by Law. The registered agent of the Company in the State of Delaware shall be the Corporation Service Company or such

other Person or Persons as the Board of Managers may designate in the manner provided by Law. The principal office of the Company in the United States shall be at such place as the Board of Managers may designate, which need not be in the State of Delaware, and the Company shall maintain records there or in such other place as the Board of Managers shall from time to time designate. The Board of Managers shall give prompt notice to each Member of any election or change in the principal office of the Company.

2.04 Purposes. The Company is a special purpose vehicle organized for the purposes of (i) acquiring, owning, holding, to manage, financing, re-financing, mortgaging, encumbering, maintaining, operating, improving, selling and disposing of the Project and interests engaged in the evaluation, development, acquisition, financing, design, construction, operation, ownership and sale of the Route 495 HOT Lanes in Virginia Project (the “**Business**”) and (ii) engaging in any other business or activity that now or hereafter may be necessary, incidental, proper, advisable or convenient in furtherance of or otherwise relating to the foregoing purposes. The Company will have all powers permitted to be exercised by a limited liability company organized in the State of Delaware.

2.05 Foreign Qualification. Prior to the Company’s conducting business in any state, the Board of Managers shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in such jurisdiction. At the request of the Board of Managers, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify, continue, and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business.

2.06 Term. The period of existence of the Company (the “**Term**”) commenced on the Formation Date and shall continue until dissolved pursuant to the Act or in accordance with the terms hereof.

2.07 Units; Certificates of Membership Interest, Applicability of Article 8 of UCC. Membership Interests of the Company shall be represented by Units. Each Unit shall represent a Capital Contribution in the amount of one dollar (\$1). The Membership Interests represented by Units shall have the respective rights, powers and preferences ascribed to Units in this Agreement. A return of Capital Contributions to a Member should not result in a reduction of Units held by such Member except as otherwise expressly provided in this Agreement. The number of Units owned by each Member shall be set forth on Exhibit A. The Members hereby specify, acknowledge and agree that all Units (and the Membership Interests represented thereby) are securities governed by Article 8 and all other provisions of the Uniform Commercial Code, and pursuant to the terms of Section 8-103(c) of the Uniform Commercial Code, such interests shall be “securities” for all purposes under such Article 8 and under all other provisions of the Uniform Commercial Code. All Units (and the Membership Interests represented thereby) shall be represented by certificates substantially in the form attached hereto as Exhibit B, shall be recorded in a register thereof maintained by the Company, and shall be subject to such rules for the issuance thereof in compliance with this Agreement, as the Board of Managers may from time to time determine.

ARTICLE 3

MEMBERSHIP; DISPOSITIONS OF INTERESTS

3.01 Members. As of the Effective Date, the Members listed on Exhibit A hereto are hereby admitted as Members of the Company with the number of Units set forth on such Exhibit A.

3.02 Representations, Warranties and Covenants. Each Member hereby represents, and warrants and, with respect to (d) below, covenants to the Company and each other Member that the following statements are true and correct as of the Effective Date and, with respect to (d) below, shall be true and correct at all times that such Member is a Member:

(a) that Member is duly incorporated, organized or formed (as applicable), validly existing, and (if applicable) in good standing under the Law of the jurisdiction of its incorporation, organization or formation; if required by applicable Law, that Member is duly qualified and in good standing in the jurisdiction of its principal place of business, if different from its jurisdiction of incorporation, organization or formation; and that Member has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and all necessary actions by the board of directors, shareholders, managers, members, partners, trustees, beneficiaries, or other applicable Persons necessary for the due authorization, execution, delivery, and performance of this Agreement by that Member have been duly taken;

(b) that Member has duly executed and delivered this Agreement and the other documents contemplated herein, and they constitute the legal, valid and binding obligation of that Member enforceable against it in accordance with their terms (except as may be limited by bankruptcy, insolvency or similar Laws of general application and by the effect of general principles of equity, regardless of whether considered at law or in equity);

(c) that Member's authorization, execution, delivery, and performance of this Agreement does not and will not (i) conflict with, or result in a breach, default or violation of, (A) the organizational documents of such Member, (B) any contract or agreement to which that Member is a party or is otherwise subject, or (C) any Law, order, judgment, decree, writ, injunction or arbitral award to which that Member is subject; or (ii) require any consent, approval or authorization from, filing or registration with, or notice to, any Governmental Authority or other Person, unless such requirement has already been satisfied;

(d) that either (i) no part of the aggregate Capital Contribution made by that Member, or no part of the purchase price used by that Member to acquire any Units or Membership Interest, constitutes "plan assets" (within the meaning of the plan assets regulations set forth in U.S. Department of Labor Reg. §§2510.3-101 et seq. of any "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or (ii) the source of the funding used to pay the Capital Contribution made by that Member is an "insurance company general account" within the meaning of Department of Labor Prohibited Transaction Exemption 95-60, issued July 12, 1995, and, with respect to this clause (ii), there is no employee benefit plan, treating as a single plan all plans maintained by the same employer or employee organization, with respect to which the amount of the general account

reserves and liabilities for all contracts held by or on behalf of such plan exceeds ten percent (10%) of the total reserves and liabilities of such general account (exclusive of separate account liabilities) plus surplus, as set forth in the National Association of Insurance Commissioners “Annual Statement” filed with such Member’s state of domicile; and

(e) that no broker, investment banker, financial advisor, or other Person is entitled to any broker’s, finder’s, financial advisor’s, or other similar fee or commission based upon arrangements made by or on behalf of that Member for which the Company, the other Members, or any of their respective Affiliates may be liable, except (i) except for Bear Stearns and DEPFA Bank, each of whose fees shall be paid by the Company and (ii) as otherwise agreed to in writing by the Company, the other Members, or any of their Affiliates and then only the extent agreed thereto by any such Person.

3.03 Dispositions and Encumbrances of Membership Interests.

(a) **General Restriction.** A Member may not Dispose of or Encumber all or any portion of its Units or Membership Interest except in accordance with this Section 3.03. (References in this Agreement to Dispositions or Encumbrances of a “Membership Interest” shall also refer to Dispositions or Encumbrances of the corresponding Units or a portion of a Membership Interest or the corresponding Units. References in this Agreement to Dispositions or Encumbrances of “Units” shall also refer to Dispositions or Encumbrances of the corresponding Membership Interest represented by such Units.) Any attempted Disposition or Encumbrance of any Unit or Membership Interest, other than in strict accordance with this Section 3.03, shall be, and is hereby declared, null and void *ab initio*. The Members agree that a breach of the provisions of this Section 3.03 may cause irreparable injury to the Company and to the other Members for which monetary damages (or other remedy at law) are inadequate in view of (i) the complexities and uncertainties in measuring the actual damages that would be sustained by reason of the failure of a Member to comply with such provision and (ii) the uniqueness of the Company’s business and the relationship among the Members. Accordingly, the Members agree that the provisions of this Section 3.03 may be enforced by specific performance and other equitable relief.

(b) **Dispositions of Membership Interests.** In addition to other limitations on Disposition provided in this Agreement, no Disposition may be effected by any Member unless: (i) such Disposition is in compliance with the Securities Act and all applicable state securities laws, and, if requested by the Board of Managers, such transferring Member has delivered an opinion of such Member’s counsel to the Company, in form and substance reasonably satisfactory to the Company, to the effect that such Disposition is either exempt from the requirements of the Securities Act and the applicable securities laws of any state or that such registration requirements have been complied with, and (ii) such Disposition would not cause the Company to be treated as an association or “publicly traded partnership” taxable as a corporation and would not make the Company ineligible for “safe harbor” treatment under section 7704 of the Code and the regulations promulgated thereunder. The Board of Managers will determine whether the foregoing conditions have been satisfied and may determine to waive any such conditions. As a further condition to being admitted as a Member of the Company, any Person receiving a Disposition of any Units in accordance with the terms of Section 3.02 must agree to be bound by the terms of this Agreement by executing and delivering a counterpart signature

page to this Agreement and demonstrate to the reasonable satisfaction of the Board of Managers that such transferee has the economic ability to meet the obligations of a holder of such Units in accordance with the terms set forth in Article IV.

(c) **Encumbrances of Membership Interest.** A Member may Encumber its Membership Interest if the instrument creating such Encumbrance provides that any Disposition upon foreclosure of such Encumbrance (or Disposition in lieu of such foreclosure) must comply with the requirements of Section 3.03(b).

(d) **Right of First Refusal.**

(i) **Transfer Notice.** If at any time Fluor desires to Dispose all or any part of the Units it holds, other than in a Permitted Disposition, pursuant to a bona fide written offer (which, upon acceptance by Fluor, would constitute a legally binding obligation) from a third party (the “**Proposed Transferee**”), Fluor shall, at least forty-five (45) days prior to entering into any agreement or arrangement to so Dispose, first deliver a written offer (the “**Transfer Notice**”) to sell such Units (the “**Offered Units**”) to DRIVE on identical terms and conditions, including price, on which Fluor proposes to sell such Offered Units to the Proposed Transferee. The Transfer Notice shall disclose (a) the identity of the Proposed Transferee, (b) the Offered Units proposed to be sold, (c) the total number of Units owned by Fluor, (d) the terms and conditions of the proposed Disposition, including consideration offered and (e) any other material facts relating to the proposed Disposition. The Transfer Notice shall include a copy of the written offer with the Proposed Transferee. The Transfer Notice shall further state that the DRIVE has the first right to acquire all, but not less than all, of the Offered Units for the price and upon the other terms and conditions, including deferred payment (if applicable), set forth in the Transfer Notice.

(ii) **Acceptance.** Within thirty (30) days following the date on which the Transfer Notice is delivered, DRIVE must notify Fluor in writing whether it desires to purchase from Fluor, upon the terms and conditions set forth in the Transfer Notice, all of the Offered Units. If DRIVE elects to purchase all of the Offered Units, the sale to DRIVE of such Offered Units shall occur sixty (60) days following the date on which the Transfer Notice was given (or, if such date shall not be a Business Day, on the next succeeding Business Day). Such sale shall be effected by delivery to DRIVE of certificates evidencing the Offered Units purchased, duly endorsed for transfer, against payment to Fluor of the purchase price therefor. The Company hereby agrees to reasonably cooperate with the Members to issue new certificates to reflect such transfer in accordance with this Section 3.03(d).

(iii) **Third Party Sale.** If DRIVE does not elect to purchase all of the Offered Units, then Fluor shall have the right, at Fluor’s election, at any time within ninety (90) days after the date of the Transfer Notice to sell all such Offered Units to the Proposed Transferee. In the event that Fluor sells the Offered Units to the Proposed Transferee, such sale shall be at not less than the price and upon other terms and conditions, if any, not more favorable to the Proposed Transferee than those specified in the Transfer Notice. If the Offered Units are not sold within such 90-day period, any subsequent Disposition of such Offered Units shall again be subject to the requirements of this Section 3.03(d). Any Offered Units Disposed pursuant to this Agreement shall remain subject to this Agreement and any such transferee shall agree in

writing to be bound by the obligations imposed upon a Member pursuant to this Agreement as if such transferee were originally a signatory to this Agreement. The right of first refusal provided in this Section 3.03(d) shall not apply with respect to Disposition of Units in conjunction with the sale of Units to an unaffiliated third party whether by merger, consolidation or sale of stock in a transaction in which all of the Member's Units are also to be sold or Transferred.

(iv) **Fluor Change of Control.** A Fluor Change of Control shall also comply with the provisions of this Section 3.03(d).

(e) **Drag-Along Rights.**

(i) **Drag-Along.** If DRIVE and its Affiliates that are Members elect to Dispose of Units, other than in respect of a Permitted Disposition, in a bona fide arms'-length transaction or series of related transactions (including by way of a purchase agreement, tender offer, merger or other business combination transaction or otherwise) all of the Units held by DRIVE and its Affiliates on the date thereof (an "**Exit Sale**"), then DRIVE may, subject to the other provisions of this Section 3.03(e), require all of the Members to sell or transfer all, but not less than all, of their Units for the aggregate consideration and on the terms set forth in this Section 3.03(e), if applicable, and, subject to Section 3.03(e)(iii), to vote for, consent to, raise no objections to and take all actions reasonably required, necessary or desirable in connection with, the Exit Sale.

(ii) **Consideration.** Each Member shall transfer all of its Units to the transferee in Exit Sale (a "**Drag-Along Transferee**") on the same terms and conditions applicable to, and for the same type of consideration payable to, DRIVE. Allocation of the aggregate purchase price payable for all Units held by DRIVE and the other Members in an Exit Sale will be determined by assuming that the aggregate purchase price for the Units was distributed to the Members in accordance with Section 5.03.

(iii) **Terms of Sale.** In connection with an Exit Sale, each Member shall execute such documents, and make such representations, warranties, covenants and indemnities, as are executed and made by DRIVE with respect to the Company; provided, however, that no Member shall be obligated in connection with any such Exit Sale to agree to indemnify or hold harmless the purchaser with respect to any indemnification or other obligation in an amount in excess of the net proceeds paid to such Member in connection with such Exit Sale; provided, further, that such indemnification or other obligations shall be pro rata with respect to the net proceeds paid to such Member in connection with such Exit Sale, other than with respect to representations made individually by a Member (e.g., representations as to title or authority or representations qualified by the individual knowledge of such Member).

(iv) **Drag-Along Notice.** The rights set forth in Section 3.03 shall be exercised by DRIVE and/or its Affiliates giving written notice (the "**Drag-Along Notice**") to each Member, at least 10 Business Days prior to the date on which DRIVE expect to consummate the Exit Sale. In the event that the terms and/or conditions set forth in the Drag-Along Notice are thereafter amended in any material respect, DRIVE shall give written notice (an "**Amended Drag-Along Notice**") of the amended terms and conditions of the proposed Dispose to each Other Member. Each Drag-Along Notice and Amended Drag-Along Notice shall set

forth: (i) the name and address of the Drag-Along Transferee, (ii) the proposed amount and form of consideration and terms and conditions of payment offered by the Drag-Along Transferee, and (iii) all other material terms of the proposed transaction, including the expected closing date of the Exit Sale.

(f) **Tag-Along Rights.**

(i) **Tag-Along Notice.** If DRIVE and/or its Affiliates propose a Disposition (or series of related Dispositions) to any Person or Persons (collectively, a “**Tag-Along Transferee**”), other than in respect of an Permitted Disposition, in a bona fide arms’-length transaction or series of related transactions (including by way of a purchase agreement, tender offer, merger or other business combination transaction or otherwise) and such Tag-Along Transferee would acquire more than 50% of the aggregate Units that are owned by DRIVE and its Affiliates on the date of such Dispositions (a “**Tag-Along Transfer**”), then DRIVE and/or their Affiliates shall give written notice (a “**Tag-Along Notice**”) to Fluor, setting forth in reasonable detail the terms and conditions of such proposed Tag-Along Transfer, including the name and address of the Tag-Along Transferee, the proposed amount and form of consideration, terms and conditions of payment and a summary of any other material terms pertaining to the Tag-Along Transfer, including the expected closing date of the transaction. In the event that the terms and/or conditions set forth in the Tag-Along Notice are thereafter amended in any material respect, the DRIVE and/or its Affiliates shall give written notice (an “**Amended Tag-Along Notice**”) of the amended terms and conditions to Fluor.

(ii) **Participation.** In the event of a Tag-Along Transfer, Fluor shall have the right, upon written notice to the DRIVE or its applicable Affiliates thereof, exercisable within 30 days after receipt of the Tag-Along Notice, or, if later, within 15 days after receipt of the most recent Amended Tag-Along Notice, to participate in the proposed Disposition by DRIVE or its applicable Affiliates to the Tag-Along Transferee on the terms and conditions set forth in such Tag-Along Notice or the most recent Amended Tag-Along Notice, as the case may be (such participation rights being hereinafter referred to as “**Tag-Along Rights**”). If Fluor has not notified DRIVE or its applicable Affiliates of its intent to exercise Tag-Along Rights within 30 days of receipt of a Tag-Along Notice (or, if applicable, within 15 days of receipt of an Amended Tag-Along Notice) it shall be deemed to have elected not to exercise such Tag-Along Rights with respect to the Disposition contemplated by such Notice.

(iii) **Participating Units.** In the case of a Tag-Along Transfer, Fluor may participate with respect to a number of Units owned by it in an amount equal to the product obtained by multiplying (i) the aggregate number of Units owned by Fluor on the date of the Disposition by (ii) a fraction, the numerator of which is equal to the number of Units proposed to be Disposed of by DRIVE by the DRIVE and/or its Affiliate(s) and the denominator of which is the aggregate number of Units owned by the DRIVE and its Affiliates immediately prior to the Disposition and the Units to be Disposed of by DRIVE shall be correspondingly reduced.

(iv) **Allocation of Consideration.** The aggregate purchase price payable for the Units purchased by a Tag-Along Transferee will be allocated among the DRIVE and Fluor based upon the relative values of the Units held by each such holder assuming that 100% of the aggregate equity value of the Company implied by the purchase price payable by

the Tag-Along Transferee were distributed to the DRIVe and Fluor in accordance with Section 5.03.

(g) **Disqualified Transferee.** Notwithstanding anything to the contrary contained in this Section 3.03, Fluor shall not Dispose of all or any portion of its Units to a Disqualified Transferee without the express written consent of DRIVe.

3.04 Creation of Additional Membership Interests.

(a) **Creation of Units; Admission of Members.** Subject to Section 3.04(b), the Board of Managers may create additional classes of Membership Interests. If such creation and issuance has been so approved, such Membership Interest shall be issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members at the time, and on such terms and conditions as may be determined by the Board of Managers. The terms of admission or issuance must specify the allocation of items of income, gain, loss, deduction or credit applicable thereto and may provide for the creation of different classes or groups of Members having different rights, powers and duties. Any such admission shall be effective only after the new Member has executed and delivered to the Members an instrument containing the notice address of the new Member, the Assignee's ratification of this Agreement and agreement to be bound by it, and its confirmation that the representations and warranties in Section 3.02 hereof are true and correct with respect to it. The provisions of this Section 3.04 shall not apply to Dispositions of Membership Interests or admissions of Assignees in connection therewith, such matters being governed by Section 3.03.

(b) **Preemptive Right.** The Company hereby grants to DRIVe and Fluor (each, a "**Right Holder**") the right to purchase such Member's Pro Rata Share of any Units that the Company may, from time to time, propose to issue and sell, except for any issuance pursuant to Section 4.03(c). In the event the Company proposes to undertake an issuance of new Units, it shall give each Right Holder written notice of its intention, describing the type of Units and the price and terms upon which the Company proposes to issue the same. Such Right Holders shall have twenty (20) days from the date of delivery of any such notice to agree to purchase up to such Right Holder's Pro Rata Share of such Units, for the price and upon the terms specified in the notice, by delivering written notice to the Company and stating therein the quantity of Units to be purchased. The Company shall have sixty (60) days following the twenty (20) day period described in this Section 3.04(b) to consummate the transaction involving the Units with respect to which the Right Holders' preemptive right was not exercised, at a price and upon terms no more favorable to the purchasers of such securities than specified in the Company's notice. In the event the Company has not consummated the transaction involving the Units within said sixty- (60-) day period, the Company shall not thereafter issue or sell any Units without first offering such securities to the Members in the manner provided above.

3.05 Access to Information. Each Member shall be entitled to receive any information that it may reasonably request concerning the Company; provided, however, that this Section 3.05 shall not obligate the Company or the Board of Managers to create any information that does not already exist at the time of such request (other than to convert existing information from one medium to another, such as providing a printout of information that is stored in a computer database). Each Member shall also have the right, upon reasonable notice, and at all

reasonable times during usual business hours to inspect the properties of the Company and to audit, examine and make copies of the books of account and other records of the Company. Such right may be exercised through any agent or employee of such Member designated in writing by it or by an independent public accountant, engineer, attorney or other consultant so designated. The Member making the request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Member's behalf. All information obtained pursuant to this Section 3.05 shall be subject to the provisions of Section 3.06.

3.06 Confidential Information. Each Member agrees that the provisions of this Agreement, all understandings, agreements and other arrangements between and among the Members, and all other non-public information received from or otherwise relating to the Company or its business will be confidential, and will not be disclosed or otherwise released to any other Person (other than another party hereto), without the approval of the Board of Managers. The obligations of the Members hereunder will not apply (i) to the extent that the disclosure of information otherwise determined to be confidential is required to comply with their respective disclosure obligations to their shareholders or members, as applicable, (ii) to the extent that the disclosure of information otherwise determined to be confidential is required by applicable law or (iii) to the disclosure of information as necessary to a Member's attorneys or accountants (including information related to the tax treatment of the transactions described herein and any facts relevant to the federal income tax treatment of the proposed transaction, excluding the identity of any other Member or its respective Affiliates); provided, however, that prior to disclosing such confidential information, to the extent practicable a Member must notify the Company thereof, which notice will include the basis upon which such Member believes the information is required to be disclosed.

3.07 Exculpation and Indemnification; Liability to Third Parties.

(a) The Company shall exculpate from liability, indemnify and hold harmless each Member from all losses and claims arising out of the performance by such Member of its obligations under this Agreement so long as such Member acted in good faith and in a manner reasonably believed by it to be in the best interest of or not opposed to the interest of the Company and in a manner reasonably believed to be within the scope of authority granted to such Member in accordance with the terms of this Agreement, and the Member's actions did not constitute willful misconduct or fraud.

(b) No Member shall be personally liable for the debts, obligations or liabilities of the Company, whether arising in contract, tort or otherwise, solely by reason of being a Member.

3.08 Withdrawal. A Member may not withdraw or resign from the Company except as permitted by this Agreement.

ARTICLE 4

CAPITAL CONTRIBUTIONS

4.01 Required Capital. Fluor and DRIVE together shall invest in the Company their respective Pro Rata Share of not less than Three Hundred Forty-Eight Million, Six Hundred Ninety-Five Thousand, Two Hundred Eighty-Six Dollars (\$348,695,286) in the aggregate (“**Required Capital**”), in such amounts and at such times, and otherwise in accordance with, the Equity Funding Agreements, true and correct copies of which are attached hereto as Exhibit C. Fluor and DRIVE are making initial Capital Contributions to the Company on the Effective Date. The Capital Account balance of Fluor and DRIVE on the Effective Date is as indicated on Exhibit A hereto.

4.02 Method of Contribution for All Required Capital; Non-Contributing Member. All Required Capital shall be contributed to the Trustee by wire transfer in Dollars and in immediately available funds for deposit to the appropriate fund or funds as provided in the Equity Funding Agreements, no later than 11:00 a.m., New York time, in each case in such amounts as are required to be made pursuant to the Equity Funding Agreements on or before the applicable “**Due Date**” therefor. The Due Date is thirty (30) days (or such shorter time as the Board of Managers determines, but in no event less than five (5) Business Days) after the Board of Managers notifies the Members of the capital call by a notice in the form of Exhibit D (a “**Capital Call Notice**”). Within one (1) Business Day after each Due Date the Board of Managers shall notify all Members of which Members have contributed their Pro Rata Share of the most recent capital call and which have not, and of the amounts contributed. Any Member that did not contribute its Pro Rata Share of the most recent capital call by the Due Date (a “**Failed Contribution**”) is a “**Non-Contributing Member**”; any Member which contributed its Pro Rata Share of the most recent capital call by the Due Date and does not elect to cause its Capital Contribution to be returned pursuant to Section 4.03(a) is a “**Contributing Member**”.

4.03 Failed Contribution Procedure. With respect to a Failed Contribution, a Contributing Member may elect, in its sole and absolute discretion, one of the following options (set forth in subparagraphs (a), (b), (c) or (d) below) by notifying the Company and the other Members of its election within the time periods set forth below, and the giving of such notice shall constitute the irrevocable commitment of such Contributing Member with respect to such election.

(a) Any Member which contributed its Pro Rata Share of the capital call by the Due Date may notify the Board of Managers, within ten (10) Business Days of having received the notice of which Members have contributed, that such Member elects to have the Company return the Capital Contribution it made pursuant to the most recent capital call. If such notice is timely given, the Board of Managers shall immediately return the amount requested and such Member shall not be deemed (i) to have contributed the returned amount for any purpose under this Agreement, (ii) to be a Contributing Member with respect to such capital call or (iii) to be in breach of this Agreement for the failure to contribute such amount.

(b) Unless prohibited by the terms of a Company Loan, a Contributing Member may, by notifying the Company and the Non-Contributing Member of its election

before the 10th day after the Due Date for the Capital Contribution in question, lend the Failed Contribution to the Non-Contributing Member by delivering an amount equal to the Failed Contribution directly to the Company. The amount equal to the Failed Contribution shall be treated as a loan (a “**Member Contribution Loan**”) by the Contributing Member to the Non-Contributing Member and a Capital Contribution by the Non-Contributing Member to the Company. Each Member Contribution Loan shall (i) bear interest at a rate equal to the lesser of the maximum rate permitted by law and twenty percent (20%) per annum (computed on the basis of a 360 day year and actual days elapsed and compounded quarterly on the first day of each calendar quarter); (ii) be due and payable in full upon the earlier of (A) the sale or refinancing of all or substantially all of the Company’s direct or indirect assets, and (B) the Disposition by either the Contributing Member or the Non-Contributing Member of all or any part of its Membership Interest or the direct or indirect interest in such Member (but shall be prepayable in whole or in part at any time without penalty); (iii) be repaid in full with any amounts which would otherwise be distributed or paid to the Non-Contributing Member by the Company and prior to any Distributions to the Non-Contributing Member; and (iv) be secured by a pledge of the Non-Contributing Member’s right to receive distributions in accordance with Section 5.03 and other payments under this Agreement, including payments in respect of Member Loans. The Non-Contributing Member hereby grants a security interest in its Membership Interest to the Contributing Member that has advanced such Member Contribution Loan and does hereby irrevocably appoint such Contributing Member, and any of its agents, officers or employees, as its attorneys-in-fact with full power and authority, to prepare and executed any documents, instruments and agreements, including any note evidencing the Member Contribution Loan, and such UCC financing statements, continuation statements, and other security instruments as may be appropriate (although no such documents shall be necessary) to perfect and continue such security interest in favor of such Contributing Member. All payments made on account of a Member Contribution Loan shall be allocated first to accrued interest and second to principal.

(c) Provided the Contributing Member has first made a Member Contribution Loan in respect of the Non-Contributing Member’s Failed Contribution and the same has not been repaid within sixty (60) calendar days of the making thereof by the Contributing Member, the Contributing Member may elect to convert such Member Contribution Loan into a Capital Contribution to the Company (a “**Make-Up Contribution**”), in which event such Make-Up Contribution shall in no case be thereafter deemed a Capital Contribution by the Non-Contributing Member. In the event a Make-Up Contribution is made, the Contributing Member shall be deemed to have made a Capital Contribution to the Company equal to one and one-half (1 ½) times the amount of the Failed Contribution and its Pro Rata Share shall be increased, and the Non-Contributing Member’s Pro Rata Share shall be reduced, to appropriately reflect the Make-Up Contribution.

(d) Notwithstanding the foregoing provisions of Section 4.03, in the event of a Failed Contribution, then the Contributing Member shall have the option, in its sole and absolute discretion, to acquire the Membership Interest of the Non-Contributing Member at an aggregate price equal to the Capital Contributions made by Non-Contributing Member as of such time by delivering written notice of such intent to the Non-Contributing Member within sixty (60) calendar days of such Failed Contribution. The closing of the acquisition of the Non-Contributing Member’s Units by the Contributing Member shall be held at a location in New York City as designated by the Contributing Member by written notice to the Non-Contributing

Member on a Business Day selected by the Contributing Member not more than ninety (90) days from, as applicable, the date the notice is delivered to the Non-Contributing Member is delivered to such Member. Unless otherwise agreed between the Non-Contributing Member and the Contributing Member, the Contributing Member shall pay the applicable purchase price by wire transfer of immediately available federal funds to an account designated in writing by the Non-Contributing Member. At such closing (A) the Non-Contributing Member shall deliver to the Contributing Member or its designee an assignment of all of the Non-Contributing Member's Membership Interest in the Company, which such assignment shall be free and clear of all legal and equitable claims (other than the legal and equitable claims, if any, of the Contributing Member pursuant to this Agreement) and all liens and encumbrances (other than liens and encumbrances under this Agreement and any matters of record that shall remain in full force and effect following the closing) and (B) the Contributing Member shall deliver to the Non-Contributing Member an assumption of the Non-Contributing Member's obligations under this Agreement arising from and after the date of such assignment with respect to the Company. Each party shall pay its own costs and expenses in connection with the conveyance of the Units held by the Non-Contributing Member to the Contributing Member.

4.04 Member Loans. In accordance with the Annual Plan and Budget, the Company will seek to borrow money, directly or indirectly, from lenders to obtain funds for the acquisition, development and operation of the Project. If the Company needs current funds that the Annual Plan and Budget anticipates obtaining from such lenders but which it cannot obtain in a timely basis on commercially reasonable terms, then the Board of Managers may request the Members to loan the required funds to the Company. Each Member shall have the right, but not the obligation, to make its Pro Rata Share of any such loan (each, a "**Member Loan**"). Member Loans shall be on such terms (including remedies for default) as the Board of Managers determines, except that all amounts due under Member Loans shall be repaid before any further distributions are made to the Members pursuant to Section 5.03. Except as expressly authorized in this Agreement, no Member shall be obligated or authorized to lend money to the Company.

4.05 Return of Contributions. Except as expressly provided herein, a Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member.

4.06 Capital Accounts.

(a) A Capital Account shall be established and maintained for each Member by the Company in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Accounts shall be maintained on a per Unit basis and all contributions, allocations and distributions to a Member with respect to a Unit shall be reflected only in the Capital Account maintained with respect to that Unit. The Capital Accounts shall govern distributions made pursuant to Article 11 of this Agreement.

(b) Each Member's Capital Account shall be increased by (a) the amount of money contributed by that Member to the Company in accordance with Section 4.01, (b) the fair market value of property contributed by that Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under

Section 752 of the Code) in response to a Capital Request under Section 4.05 if such a contribution of property is permitted by the Board of Managers, (c) allocations to that Member of Company income and gain (or items thereof), including income and gain exempt from tax and income and gain described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in Treasury Regulations Section 1.704-1(b)(4)(i), and (d) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member; and shall be decreased by (e) the amount of money distributed to that Member by the Company, (f) the fair market value of property distributed to that Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code), (g) allocations to that Member of expenditures of the Company described (or treated as described) in Section 705(a)(2)(B) of the Code, (h) allocations of Company loss and deduction (or items thereof), including loss and deduction described in Treasury Regulations Section 1.704-1(b)(2)(iv)(g), but excluding items described in (g) above and loss or deduction described in Treasury Regulations Section 1.704-1(b)(4)(i) or 1.704-1(b)(4)(iii), and (i) the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

(c) To the extent not otherwise inconsistent with the provisions of this Section 4.06, the Members' Capital Accounts shall be maintained and adjusted as required by the provisions of Treasury Regulations Sections 1.704-1(b)(2)(iv) and 1.704-1(b)(4) including adjustments required by the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and adjustments to reflect the allocations to the Members of depreciation, depletion, amortization, and gain or loss as computed for book purposes rather than the allocation of the corresponding items as computed for tax purposes, as required by Treasury Regulations Section 1.704-1(b)(2)(iv)(g). The Members' Capital Accounts shall be increased or decreased to reflect a revaluation of the Company's property on its books based on the fair market value of the Company's property on the date of adjustment immediately prior to (A) the contribution of money or other property to the Company by a new or existing Member as consideration for new or additional Units, (B) the distribution of money or other property by the Company to a Member as consideration for a Membership Interest, or (C) the liquidation of the Company. Upon the Disposition of all or a portion of a Membership Interest, the Capital Account of the Disposing Member that is attributable to such Membership Interest shall carry over to the Assignee in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(l).

(d) The foregoing provisions of this Article and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Sections 1.704-1 and 1.704-2 and will be interpreted and applied in a manner consistent with such Treasury Regulations and any amendment or successor provision thereto. In the event the Board of Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any increases or decreases thereto (including, without limitation, increases or decreases relating to liabilities which are secured by contributed or distributed property or which are assumed by the Company or any Members), are computed in order to comply with such Treasury Regulations, the Board of Managers shall make such modification. The Board of Managers also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of capital reflected on the Company's balance sheet, as computed for book purposes, in

accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(q), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Sections 1.704-1 and 1.704-2 of the Treasury Regulations.

ARTICLE 5

DISTRIBUTIONS AND ALLOCATIONS

5.01 Allocations.

(a) **General.** For purposes of maintaining the Capital Accounts pursuant to Section 4.06 and for income tax purposes, except as otherwise provided in this Section 5.01, each item of income, gain, loss, deduction and credit of the Company shall be allocated to the Members in accordance with their respective Pro Rata Shares.

(b) **Company Minimum Gain Chargeback.** Notwithstanding the other provisions of this Section 5.01, except as provided in Treasury Regulations Section 1.704-2(f), if there is a net decrease in Company Minimum Gain during any Company taxable period, each Member shall be allocated items of Company income and gain for such period (and, if necessary subsequent periods) in the manner and in the amounts provided in Treasury Regulations Sections 1.704-2(f)(6), 1.704-2(g)(2), 1.704-2(j)(2)(i) or any successor provisions. For purposes of this Section 5.01, each Member's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.01.

(c) **Chargeback of Minimum Gain Attributable to Member Nonrecourse Debt.** Notwithstanding the other provisions of this Section 5.01, except Section 5.01(b) and as provided in Treasury Regulations Section 1.704-2(i)(4), if there is a net decrease in Minimum Gain Attributable to Member Nonrecourse Debt determined in accordance with Treasury Regulations Section 1.704-2(i)(5) at the beginning of a taxable period, any Member with a share of Minimum Gain Attributable to Member Nonrecourse Debt at the beginning of such taxable period shall be allocated items of Company income and gain for such period (and, if necessary, subsequent taxable periods) in the manner and amounts provided in Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2)(ii), or any successor provisions. For purposes of this Section 5.01(c), each Member's Adjusted Capital Account balance shall be determined, and the allocation of income or gain required hereunder shall be effected, prior to the application of any other allocations pursuant to this Section 5.01 with respect to such taxable period (other than an allocation pursuant to Section 5.01(b)).

(d) **Nonrecourse Deductions.** Any Nonrecourse Deduction for any tax period shall be allocated to the Members in accordance with Section 5.01(a), as in effect at the time the Nonrecourse Deduction arises.

(e) **Member Nonrecourse Deductions.** Any Member Nonrecourse Deductions for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such

Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(f) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Sections 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(g) **Limitations.** No allocations of items of loss or deductions shall be made to a Member if such allocation would cause or increase a deficit in the balance of a Member's Adjusted Capital Account. Any such items shall instead be allocated to other Members subject to the limitation set forth in the preceding sentence.

(h) **Qualified Income Offset.** In the event any Member unexpectedly receives any adjustments, allocations or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), gross income shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by Treasury Regulations, the deficit balance, if any, in such Member's Adjusted Capital Account as quickly as possible, provided that an allocation pursuant to this Section 5.01(f) shall be made only if and to the extent that such Member would have a deficit balance in its Adjusted Capital Account after all other allocations provided for in this Section 5.01 have been tentatively made as if this Section 5.01 (h) were not in this Agreement.

(i) **Gross Income Allocation.** In the event any Member has a deficit balance in its Capital Account at the end of any taxable period that is in excess of the amount such Member is deemed obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible; provided that an allocation pursuant to this Section 5.01(i) shall be made only if and to the extent that such Member would have a deficit balance in its Capital Account in excess of such amount after all other allocations provided for in this Article 5 have been made as if Sections 5.01(h) and 5.01(i) were not in this Agreement.

(j) **Curative Allocations.** The allocations set forth in Section 5.01(b), Section 5.01(c), Section 5.01(d), Section 5.01(f), Section 5.01(g), Section 5.01(h) and Section 5.01(i) hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations. Notwithstanding any other provisions of this Section 5.01, the Regulatory Allocations shall be taken into account in allocating items of income, gain, loss, deduction and credit among the Members such that, to the extent possible, the net amount of allocations of such items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each Member if the Regulatory Allocations had not occurred.

(k) **Allocation of Self-Charged Interest.** If a Member makes a loan to the Company pursuant to Section 4.04, to the extent permitted under Treasury Regulations Section 1.469-7, the Company shall allocate to such Member any interest deduction specifically incurred by the Company as a result of such loan; provided, however, that this Section 5.01(k) shall not affect the amount of income or loss otherwise allocable to such Member.

(l) **Income Tax Allocations.** For income tax purposes, income, gain, loss, and deduction shall generally be allocable as provided in Sections 5.01(a) through 5.01(j) of this Agreement; provided, however, that income, gain, loss and deductions with respect to property contributed to the Company by a Member or revalued pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) shall be allocated among the Members in a manner that takes into account the variation between the adjusted tax basis of such property and its book value, as required by Section 704(c) of the Code and Treasury Regulations Section 1.704-1(b)(4)(i), using any allocation method permitted by Treasury Regulations Section 1.704-3.

5.02 Other Allocation Rules.

(a) In the event the Code or Treasury Regulations are amended, enacted or promulgated in a manner that would have the effect of Company income or Company loss to each Member in a manner inconsistent with Article 5, the Members agree that Article 5 shall be amended to give effect to the original intent of the allocations under this Agreement.

(b) To the extent the number of Units held by each Member changes during a fiscal year (except where such changes are based on the making of additional Capital Contributions), the fiscal year shall be bifurcated into multiple years ending immediately before and beginning upon such change for purposes of applying Article 5. The interim closing of the books method shall be used unless otherwise agreed unanimously by the Members.

5.03 Distributions. Distributable Cash shall, subject to Sections 4.04 and 5.04, be distributed to the Members on each Distribution Date on which the Company has Distributable Cash in accordance with their respective Pro Rata Shares.

5.04 Distributions on Dissolution and Winding Up. Upon the dissolution and winding up of the Company, after adjusting the Capital Accounts for (i) all allocations made under Section 5.01, (ii) all distributions made under Section 5.03 and (iii) all allocations under Article 11, all available proceeds distributable to the Members as determined under Section 11.02 shall be distributed to all of the Members as provided in Section 11.02.

5.05 Varying Interests. All items of income, gain, loss, deduction or credit shall be allocated, and all distributions shall be made, to the Persons shown on the records of the Company to have been Members as of the last calendar day of the period for which the allocation or distribution is to be made. Notwithstanding the foregoing, if during any taxable year there is a change in any Member's Units, the Members agree that their allocable shares of such items for the taxable year shall be determined on any method determined by the Board of Managers to be permissible under Code Section 706 and the related Treasury Regulations to take account of the Members' varying number of Units.

5.06 Withholding. Notwithstanding any other provision of this Agreement, the Company shall comply with any withholding requirements under any law and shall remit amounts withheld to, and file required forms with, applicable taxing authorities. To the extent that the Company is required to withhold and pay over any amounts to any taxing authority with respect to distributions or allocations to any Member, the amount withheld shall be treated as a distribution of cash to such Member in the amount of such withholding. In the event of any claimed over-withholding, Members shall be limited to an action against the applicable taxing authority. If an amount required to be withheld was not withheld from an actual distribution to a Member, the Company may reduce subsequent distributions to the Member by the amount of such required withholding and any penalties or interest thereon and such withheld amount shall be treated as a distribution of cash to such Member in the amount of such withholding. Each Member agrees to furnish to the Company such forms or other documentation as is necessary to assist the Company in determining the extent of, and in fulfilling, its withholding obligations

ARTICLE 6

MANAGEMENT

6.01 Management by the Board of Managers.

(a) Except as otherwise expressly provided in this Agreement, including the provisions of Section 6.03 and Section 6.04, the management of the Company is fully vested in the Members acting through a board of managers (the “**Board of Managers**”) consisting of four natural persons (“**Managers**”), three of whom are named by DRIVE on the applicable section of Schedule I attached hereto and the fourth of whom is named by Fluor on the applicable section of Schedule I attached hereto. The Managers shall have a vote that, individually or collectively, as applicable, equals the Pro Rata Share of the Member that appointed such Manager(s) (*i.e.*, the Manager appointed by Fluor shall have 10% voting interest of the Board of Managers at any meeting of the Board of Managers and the Managers appointed by DRIVE shall collectively have 90% voting interest of the Board of Managers at any meeting of the Board of Managers). Action taken by the Board of Managers shall require the affirmative vote of a majority of the voting interest of the Board of Managers at any meeting of the Board of Managers. Each Manager can be replaced at any time by the Member who selected such Manager by written notice to the Board of Managers. No Member shall be entitled to appoint a Manager if its Pro Rata Share is less than 10% and if any new Member has a Pro Rata Share that exceeds 10%, it shall be entitled to appoint one Manager to the Board of Managers (and such Manager shall have a voting interest of the Board of Managers at any meeting of the Board of Managers equal to such New Member’s Pro Rata Share).

(b) Except as otherwise limited herein (including Sections 6.03 and 6.04), the Board of Managers shall have the right and power to manage the business of the Company and is authorized to do, on behalf of the Company, all things that, in its reasonable judgment, are necessary, proper or desirable to carry out the Company’s purpose.

(c) Each Member agrees that it will not exercise its authority under the Act to bind or commit the Company to agreements, transactions or other arrangements, or to hold itself out as an agent of the Company, except to the extent (if any) that the Board of Managers has

delegated that power to such Member in accordance with the provisions of this Agreement. Decisions or actions taken in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, representative and employee of the Company.

(d) The Board of Managers shall meet from time to time (in person at such location in the United States as shall reasonably be determined by the Board of Managers or via telephone or video conference) as necessary to perform the duties of the Board of Managers described in this Agreement. Meetings of the Board of Managers for the purpose of acting upon any matter upon which the Board of Managers is authorized to act may be called by any Board of Managers Member at a time to be agreed upon by the Managers not less than ten (10) days after receipt of a written request for such a meeting. Special meetings of the Board of Managers may be called by any Manager on at least 48 hours notice (which notice may be in writing or by any oral or telephonic means which conveys actual notice) to each other Manager. The presence in person or by proxy of three (3) of the Managers entitled to vote and including at least one Manager appointed by each of Fluor and DRIVE (in each case so long as Fluor or DRIVE, as the case may be, is a Member and, individually or collectively with an Affiliate that is also a Member, holds ten percent (10%) or more of the outstanding Units) shall constitute a quorum at all meetings of the Board of Managers; provided, however, that if there be no such quorum, the Managers so present or so represented may adjourn the meeting from time to time without further notice until a quorum shall have been obtained, provided that on the third such attempt to reconvene the meeting, so long as three Managers are present, a quorum will be deemed to be present.. Each Member naming a Manager may authorize any Person to act for its Manager by proxy with respect to any matter in which such Manager is entitled to participate, including waiving notice of any meeting and voting or participating in a meeting. Any Manager attending or participating in a meeting of the Board of Managers will be deemed to have waived any notice requirement unless his presence at such meeting was for the sole purpose of objecting to the failure of notice.

(e) No proxy shall be valid after the expiration of 12 months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the Member executing it. Each Member naming a Manager pursuant to Section 6.01(a) may name two (2) alternate Persons to act as its Manager(s) upon written notice thereof to the other Members and the Managers.

(f) Any action permitted or required by applicable law or this Agreement to be taken at a meeting of the Board of Managers may be taken without a meeting if a unanimous consent in writing, setting forth the action to be taken, is signed by all of the Managers. Such consent will have the same force and effect as an affirmative vote at a duly constituted meeting which is cast by those Managers who have signed the consent, and the execution of such consent will constitute attendance or presence in person at a meeting of the Board of Managers.

6.02 Affiliate Agreements; Conflicts of Interest. Subject to Section 3.06 and any separate agreement among the Members (and their respective Affiliates, as applicable), a Member or an Affiliate of a Member may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company, any other Member

or any Affiliate of another Member the right to participate therein. Subject to Section 6.03(h), the Company may transact business with any Member or Affiliate thereof, provided the terms and conditions of those transactions are no less favorable to the Company than those that could be obtained from an unrelated third party. Subject to the generality of the foregoing, the Members recognize and agree that they and their respective Affiliates currently engage in certain activities involving the evaluation, development, acquisition, financing, design, construction, operation, ownership and sale of toll roads, as well as other commercial activities related to such projects (herein referred to as “**Outside Activities**”). The Members agree that (i) no Member or Affiliate of a Member shall be restricted in its right to conduct, individually or jointly with others, for its own account any Outside Activities, and (ii) no Member or its Affiliates shall have any duty or obligation, express or implied, to account to, or to share the results or profits of such Outside Activities with the Company, any other Member or any Affiliate of any other Member, by reason of such Outside Activities. Except as this Agreement explicitly may provide otherwise, each Member, to the extent entitled to act or vote on, or to approve or disapprove, matters relating to the Company, may do so in its sole discretion and, in exercising that discretion, may take into account that Member’s and its Affiliates’ own interests.

6.03 Consent of the Supermajority of all Members Required for Certain Actions.

Any other provision of this Agreement to the contrary notwithstanding, at any time prior to the delivery by DRIVE to Fluor of a Purchasing Member Acceptance in accordance with Section 9.01, without the consent of the Supermajority of all Members (which consent shall include the affirmative consent of Fluor), the Board of Managers shall not take any of the following actions:

(a) the execution of any agreement that could impose an obligation or liability on the Company in excess of \$2,000,000 per year or \$10,000,000 in the aggregate; provided, however, that in 2012 and every five (5) years thereafter, the Members shall increase such threshold amounts in accordance with the consumer price index.

(b) prosecuting, defending, settling or compromising a claim or dispute where the amount of such claim or dispute exceeds \$2 million; provided, however, that the consent of Supermajority of all Members shall not be required if (i) any action is required to protect the position or interests of the Company in relation to such claim or dispute or (ii) such claim or dispute is related to or arises from any contract or arrangement between the Company and Fluor or any Affiliate of Fluor;

(c) prior to the expiry of the Warranty Period, approval of any Project Documents entered into after the Effective Date and any termination or material amendment to any Project Document (provided, that the consent of a Supermajority of Members shall not be required if such termination or material amendment relates to any contract or arrangement between the Company and Fluor or any Affiliate of Fluor);

(d) any material adverse change to any rights attached to the Units, where such alteration materially affects the value or the distribution rights of such Units;

(e) the redemption of Units;

- (f) terminating the Business or a substantial part of the Business or to terminate the operations of the Company;
- (g) take any Material Action;
- (h) subject to the requirements of Law, dissolution of the Company pursuant to Section 11.01(c); or
- (i) approval of agreements between the Company and Members (and/or their respective Affiliates); provided, however, that all Project Agreements entered into at or prior to the Financial Close shall be deemed approved without further action of the Board of Managers and may be terminated in accordance with the terms thereof as reasonably determined by the Board of Managers without the consent of the Supermajority of all Members.

6.04 Bankruptcy-Remote Provisions.

(a) The Members and the Board of Managers Member (as applicable) shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if: (1) the Board of Managers shall determine that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Company and (2) the Rating Agency Condition is satisfied. The Board of Managers also shall cause the Company to:

- (i) maintain its own separate books and records and bank accounts;
- (ii) at all times hold itself out to the public and all other Persons as a legal entity separate from the Members and any other Person;
- (iii) file its own tax returns, if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;
- (iv) except as contemplated by the Project Documents, not commingle its assets with assets of any other Person;
- (v) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;
- (vi) maintain separate financial statements; and, if consolidated with financial statements of Affiliates, include footnotes to the effect that the Company is a separate legal entity and that its assets are not (other than as provided in the Project Documents) available to satisfy the claims of Affiliates;
- (vii) pay its own liabilities only out of its own funds;

- (viii) maintain an arm's length relationship with its Affiliates and the Member;
- (ix) pay the salaries of its own employees, if any;
- (x) (other than as provided in the Project Documents) not hold out its credit or assets as being available to satisfy the obligations of others;
- (xi) allocate fairly and reasonably any overhead for shared office space;
- (xii) use separate stationery, invoices and checks;
- (xiii) other than as expressly permitted under the Project Documents not pledge its assets for the benefit of any other Person;
- (xiv) correct any known misunderstanding regarding its separate identity;
- (xv) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities;
- (xvi) cause its Board of Managers to meet at least annually or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Delaware limited liability company formalities;
- (xvii) not acquire any securities of any Member; and
- (xviii) cause the directors, officers, agents and other representatives of the Company to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Members or Board of Managers on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Members or the Board of Managers.

(b) So long as any Indebtedness issued by the Company is outstanding that has been rated by a Rating Agency, neither the Board of Managers nor any Member shall cause or permit the Company to:

- (i) other than as expressly permitted under the Basic Documents guarantee any obligation of any Person, including any Affiliate;
- (ii) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Section 2.04, the Project Documents or this Section 6.04;

(iii) incur, create or assume any indebtedness other than as expressly permitted under the Project Documents or liabilities in the ordinary course of business relating to the ownership or management of the Project and in amounts normal and reasonable under the circumstances;

(iv) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Project Documents and may make any advance required or expressly permitted to be made pursuant to any provisions of the Project Documents and permit the same to remain outstanding in accordance with such provisions; or

(v) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of the Project Documents.

6.05 Limitations of Liability. The Company shall: (a) exculpate from liability each Manager for all losses and claims arising out of the performance by such Manager of its obligations under this Agreement so long as the Manager acted in good faith and in a manner reasonably believed by it to be within the scope of authority conferred upon it in accordance with the terms of this Agreement so long as the Manager's actions did not constitute willful misconduct or fraud; and (b) indemnify and hold harmless each Manager from any and all losses and claims arising out of the performance by such the Manager of its obligations under this Agreement so long as the Manager acted in good faith and in a manner reasonably believed by it to be within the scope of authority conferred upon it in accordance with the terms of this Agreement and in the best interest of or not opposed to the interest of the Company and the Manager's actions did not constitute willful misconduct or fraud.

In respect of any specific matter or circumstance requiring interpretation, application, or enforcement of the agreements to which the Company is a party, Managers may rely conclusively on the advice of legal counsel and/or qualified industry consultants engaged to advise the Company, with respect to such matter or circumstance. Managers shall have no liability to the Company or any Member in respect of any election made in good faith pursuant to Section 7.02(e).

NO MEMBER SHALL BE LIABLE (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING LOST PROFITS AND ANY OTHER DAMAGES WHICH CANNOT BE READILY ASCERTAINED AND QUANTIFIED.

THE OBLIGATIONS OF THE MEMBERS UNDER THIS AGREEMENT ARE OBLIGATIONS OF THE MEMBERS ONLY, AND NO RECOURSE SHALL BE AVAILABLE AGAINST ANY OFFICER, DIRECTOR, MANAGER, MEMBER, PARTNER, OWNER OR AFFILIATE OF ANY MEMBER.

6.06 Annual Plan and Budget. The Board of Managers shall prepare or cause to be prepared for each fiscal year of the Company an operating budget setting forth the anticipated revenues and expenses of the Company for such fiscal year. The initial operating budget for the Company is attached as Exhibit E hereto. Each operating budget approved by the Board of Managers, shall become the “**Annual Plan and Budget**” for the applicable fiscal year. The Board of Managers may from time to time during the fiscal year amend the Annual Plan and Budget.

ARTICLE 7

TAXES

7.01 Tax Returns. The Tax Matters Member shall furnish to the Members for their approval the Company’s federal income tax return (including K-1s) ("Company Tax Returns"). The Company shall use commercially reasonable efforts to furnish to the Members the Company Tax Returns proposed to be filed by the Tax Matters Member by no later than June 15th of each year and, in any event, the Company shall furnish such Company Tax Returns to the Members no less than thirty (30) days prior to the date (as extended) on which the Tax Matters Member intends to file the Company Tax Returns. The Company Tax Returns will be deemed disapproved if Members (other than the Tax Matters Member) collectively holding at least ten percent (10%) of the then outstanding aggregate Units, notify the Tax Matters Member in writing of their disapproval within thirty days of their receipt of the Company Tax Returns and, if no such notification is provided, the Company Tax Returns shall be deemed approved. If a Company Tax Return is timely disapproved by the Members, the Tax Matters Members shall submit such Company Tax Return, together with copies of all relevant workpapers used in preparation thereof, to a nationally recognized firm of independent public accountants (other than any such firm that the Company has used to prepare the disapproved tax return) selected by the Tax Matters Member and reasonably satisfactory to the Members disapproving such Company Tax Return, as independent expert, for determination of any disputed matter raised by such Members, and the completion of the final Company Tax Return. The determination of such independent expert, and the Company Tax Return as completed by such expert, shall be final and binding on the Members, and the Tax Matters Member shall cause such final Company Tax Return to be filed. The Company shall bear the costs of the preparation and filing of Company Tax Returns, including the fees of the independent expert.

7.02 Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company’s fiscal year ;
- (b) to adopt the accrual method of accounting;
- (c) if a distribution of the Company’s property as described in Code Section 734 occurs or a transfer of Membership Interest as described in Code Section 743 occurs, on request by notice from any Member, to elect, at such Member’s cost, pursuant to Code Section 754, to adjust the basis of the Company’s properties;

(d) to elect to amortize the organizational expenses of the Company ratably over a period of one hundred eighty (180) months as permitted by Section 709(b) of the Code;

(e) to use the maximum allowable accelerated tax method and the shortest permissible life for depreciation;

(f) to account for depreciable assets under the general asset method to the extent permitted by Section 168(i)(4) of the Code; and

(g) if necessary, an election under Section 6231(a)(1)(B)(ii) of the Code pursuant to the TEFRA unified audit rules to apply to the Company.

Neither the Company nor any Member shall make an election for the Company to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Section 2.07) shall be construed to sanction or approve such an election.

7.03 Tax Matters Member.

(a) DRIVE shall be the initial “tax matters partner” of the Company pursuant to Section 6231(a)(7) of the Code (the “**Tax Matters Member**”). At the request of any other Member, the Tax Matters Member shall take such action as may be necessary to cause, to the extent possible, such other Member to become a “notice partner” within the meaning of Section 6223 of the Code. The Tax Matters Member shall provide the Members all notices and other written communications received by the Tax Matters Member from the Internal Revenue Service or sent by the Tax Matters Member to the Internal Revenue Service. The Tax Matters Member shall provide Members with prompt written notice of all meetings or conferences with the Internal Revenue Service and the Members shall have the right to attend all such meetings and conferences at their expense. The Tax Matters Member shall be subject to removal (i) without cause upon the written request of the Board of Managers, and (ii) in the case of its gross negligence or willful misconduct, by a majority in interest of all Members other than the Tax Matters Member and its Affiliates that are Members. If DRIVE ceases to hold a majority of the Units, the Tax Matters Partner shall be selected by, and be subject to removal and replacement by, a Majority of the Members. The Company shall exculpate from liability, indemnify and hold harmless the Tax Matters Member from any and all losses and claims arising out of the performance by it of its obligations under this Agreement so long as the Tax Matters Member acted in good faith and in a manner reasonably believed by it to be within the scope of the authority conferred upon it in accordance with the provisions of this Agreement and the Tax Matters Member’s actions did not constitute gross negligence or willful misconduct.

(b) The Tax Matters Member and other Members shall use their best efforts to comply with responsibilities outlined in Sections 6222 through 6233 and 6050K of the Code (and the Treasury Regulations thereunder) and in doing so shall incur no liability to any other Member. The Tax Matters Member shall have the reasonable power and authority to consult with and appoint any accountant, legal counsel or other tax professional (a “**Tax Professional**”), to assist with any audit conducted by the Internal Revenue Service or an equivalent state agency. However, prior to such engagement the Tax Matters Member must notify and request consent

from the other Members, such consent shall not be unreasonably withheld. Notwithstanding the Tax Matters Member's obligation to use its best efforts in the fulfillment of its responsibilities, the Tax Matters Member shall not be required to incur any expenses for the preparation for, or pursuance of, administrative or judicial proceedings. The Company shall be solely responsible for any fees charged by a Tax Professional and shall reimburse the Tax Matters Member to the extent that the Tax Matters Member pays any such fees.

(c) The Tax Matters Member shall have the authority to extend the statute of limitations for assessment of tax deficiencies against the Members with respect to adjustments to the Company's United States federal, state or local tax returns, and to the extent provided in Sections 6221 through 6231 of the Code, to represent the Company and the Members before United States taxing authorities or courts of competent jurisdiction in United States tax matters affecting the Company and the Members in their capacities as Members, and to file any United States tax returns and execute any agreements or other documents relating to or affecting such United States tax matters, including agreements or other documents that bind the Members with respect to such United States tax matters; provided that, to the extent any such extension, agreement, election or document might have a material effect on any Member, such Member must consent in writing to such extension, agreement, election or document and the Tax Matters Member must reasonably consult with such Member in any discussions or negotiations associated with such agreement or document. Each Member agrees to cooperate with the Board of Managers and the Tax Matters Member and to do or refrain from doing any or all things reasonably required by the Board of Managers and the Tax Matters Member to conduct such proceedings.

(d) Any Member who enters into a settlement agreement with the Secretary of the Treasury with respect to any Company items, as defined in Section 6231(a)(3) of the Code, shall notify the other Members of the terms within ninety (90) days from the date of such settlement.

(e) No Member shall file pursuant to Section 6227 of the Code a request for an administrative adjustment of Company items without first notifying all other Members. If all other Members agree with the requested adjustment, the Tax Matters Member shall file the request on behalf of the Company. If unanimous consent is not obtained within thirty (30) days from such notice, or within the period required to timely file the request, if shorter, any Member, including the tax Matters Member, may file a request for administrative adjustment on its own behalf.

(f) Any Member intending to file a petition under Sections 6226 or 6228 of the Code or any other Code Section with respect to any Company item, or other tax matters involving the Company, shall notify the other Members prior to such filing of the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file such petition, such notice shall be given within a reasonable time to allow the other Members to participate in the choice of the forum for such petition, and the Members shall mutually agree on an appropriate forum. If a Member intends to seek review of any court decision rendered as a result of such proceeding, the Member shall notify the other Members prior to seeking such review.

ARTICLE 8

BOOKS, RECORDS, REPORTS, AND BANK ACCOUNTS

8.01 Maintenance of Books.

(a) The Board of Managers shall keep or cause to be kept at the Company's principal office or such other place as the Board of Managers shall determine from time to time, complete and accurate books and records of the Company in accordance with prudent business practices and minutes of the proceedings of its Members and any other books and records that are required to be maintained by applicable Law.

The books of account of the Company shall be (i) maintained on the basis of the fiscal year elected by the Company pursuant to Section 7.02(a), (ii) maintained on an accrual basis in accordance with GAAP, (iii) audited by the Certified Public Accountants at the end of each calendar year, and (iv) made available to any Member during the Company's normal business hours.

8.02 Reports.

(a) The Board of Managers shall cause to be prepared and delivered to the Members reports containing the most recent quarterly unaudited financial statements of the Company and a summary of the toll revenues received by the Company during the most recent quarter. The reports referred to in this Section 8.02(a) shall be delivered on a quarterly basis as soon as practicable after the end of each quarter following the receipt from the appropriate sources of the information necessary to prepare such reports.

(b) The Board of Managers shall prepare or cause to be prepared and deliver or cause to be delivered to the Members reports containing the most recent annual financial statements of the Company audited by a nationally recognized firm of Certified Public Accountants, and a summary of the toll revenues received by the Company during the most recent year. The reports referred to in this Section 8.02(b) shall be delivered on a yearly basis as soon as practicable after the end of each year in any event promptly following the receipt from the appropriate sources of the information necessary to prepare such reports.

8.03 Bank Accounts. Funds of the Company shall be deposited in such banks or other depositories, and withdrawals from any such depository shall be made, only as authorized by the Board of Managers pursuant to the terms of this Agreement. All monies in bank accounts shall be retained in cash or invested in Cash Equivalents.

ARTICLE 9

BUYOUT OPTION; CALL OPTION

9.01 Buyout Procedure; . If a Deadlock Event occurs after expiry of the Warranty Period, then DRIVE shall have the option, in its sole and absolute discretion, to (i) resolve any dispute in respect of such Deadlock Event in accordance with Article 10 or (ii) acquire the Membership Interest of Fluor at the price determined pursuant to Section 9.02. Upon the

occurrence of a Deadlock Event, the Board of Managers, acting without the Manager selected by Fluor, shall issue to DRIVE a written notice setting forth the number of Units comprising Fluor's Membership Interest (a "**Buyout Notice**"). If the Board of Managers issues a Buyout Notice to DRIVE, then DRIVE shall then have the right, but not the obligation, to purchase the Units held by Fluor by delivering written notice of its decision to purchase such Units to the Board of Managers and Fluor within thirty (30) days of receipt of the Buyout Notice (a "**Purchasing Member Acceptance**").

9.02 Buyout Purchase Price . If DRIVE provides a Purchasing Member Acceptance within thirty (30) days of receipt of the Buyout Notice, it shall, subject to Section 9.04, purchase such Units (a "**Buyout**") at a price equal to the Appraised Value of the Units held by Fluor on the date of the delivery by DRIVE to Fluor of the Purchasing Member Acceptance as determined by a Qualified Appraiser. A "Qualified Appraiser" means a nationally recognized third-party appraiser mutually acceptable to the Members, which shall (i) be qualified to appraise toll road development and management businesses (ii) have been engaged in the appraisal or business valuation and consulting business for a period of not less than ten (10) years and (iii) not be associated with any Member or any Affiliate thereof; provided, however, that if the Members are unable to agree on a Qualified Appraiser within thirty (30) days of DRIVE's delivery to Fluor of a Purchasing Member Acceptance (or, in accordance with Section 9.03, the delivery to Fluor of a Call Option Notice), then each of Fluor and DRIVE shall, within ten (10) days thereafter, appoint a nationally recognized third-party appraiser, which shall have the characteristics provided in the foregoing clauses (i) through (iii) and such appointed appraisers shall, within twenty (20) days thereafter, reasonably select a third party appraiser that shall have the characteristics provided in the foregoing clauses (i) through (iii). The Qualified Appraiser selected in accordance with this Section 9.02 shall, within sixty (60) days after its selection, make a determination of the Appraised Value of the Units held by Fluor on the date of the delivery by DRIVE to Fluor of the Purchasing Member Acceptance, which shall be binding on the Members.

9.03 Call Option. Beginning on the second anniversary of Substantial Completion, DRIVE shall have the option (the "**Call Option**"), but not the obligation, for a subsequent period of one year to notify Fluor in writing (the "**Call Option Notice**") of DRIVE's decision to purchase, subject to Section 9.04, the Units held by Fluor at an aggregate price equal to greater of (a) a price equal to the Appraised Value of the Units held by Fluor as determined by a Qualified Appraiser and (b) an amount sufficient for Fluor to meet the IRR Threshold, in each case determined as of the date of the delivery to Fluor of a Call Option Notice. The Qualified Appraiser shall, within sixty (60) days after its selection, make a determination of the Appraised Value of the Units held by Fluor as of the date of the delivery to Fluor of a Call Option Notice, which shall be binding on the Members.

9.04 Closing.

(a) The closing of the Buyout or the Call Option shall be held at a location in New York City as designated by DRIVE by written notice to Fluor on a Business Day selected by DRIVE not more than ninety (90) days from, as applicable, the date the Purchasing Member Acceptance is delivered to the Board of Managers or the delivery to Fluor of the Call Option Notice. Unless otherwise agreed between Fluor and DRIVE, DRIVE shall pay the applicable purchase price by wire transfer of immediately available federal funds to an account designated

in writing by Fluor. At the closing of the Buyout or the Call Option, (A) Fluor shall deliver to DRIVE or its designee an assignment of all of Fluor's Membership Interest in the Company, which such assignment shall be free and clear of all legal and equitable claims (other than the legal and equitable claims, if any, of DRIVE pursuant to this Agreement) and all liens and encumbrances (other than liens and encumbrances under this Agreement and any matters of record that shall remain in full force and effect following the closing) and (B) DRIVE shall deliver to Fluor an assumption of Fluor's obligations and a release from and indemnity against future claims under this Agreement arising from and after the date of such assignment with respect to the Company. Each party shall pay its own costs and expenses in connection with the conveyance of the Units held by Fluor to DRIVE.

(b) **Other Buyer.** DRIVE may, at its option, cause Fluor's Membership Interest in the Company to be acquired by one or more designees (regardless of whether such designees are Affiliates of DRIVE) in a Buyout or Call Option; provided, however, that any assignment of DRIVE's rights hereunder for purposes of accomplishing such purchase by any such designees shall not relieve DRIVE of any obligation or liability with respect thereto.

(c) **Further Assurances.** Each Member agrees that it shall be reasonable and cooperate with the other Member, including, without limitation, executing any documents which may be reasonably required, in order to consummate the transactions contemplated by this Section 9.04.

9.05 Terminated Member. Upon the occurrence of a closing under Section 9.04, the following provisions shall apply to Fluor (now a "**Terminated Member**"):

(a) The Terminated Member shall cease to be a Member immediately upon the occurrence of the closing.

(b) The Terminated Member shall no longer be entitled to receive any distributions (including liquidating distributions) or allocations from the Company, and it shall not be entitled to exercise any voting or consent rights or to receive any further information (or access to information) from the Company (other than any required tax information).

(c) The Terminated Member must pay to the Company all amounts owed to the Company by such Terminated Member.

(d) The Terminated Member shall remain obligated for all liabilities it may have under this Agreement or otherwise with respect to the Company that accrue prior to the closing.

(e) The Membership Interest, including the Capital Account balance attributable thereto, of the Terminated Member shall be allocated to DRIVE.

ARTICLE 10

DISPUTE RESOLUTION

10.01 Disputes. This Article 10 shall apply to any dispute arising under or related to this Agreement (whether arising in contract, tort or otherwise, and whether arising at law or in equity), including (a) any dispute regarding the construction, interpretation, performance, validity or enforceability of any provision of this Agreement or whether any Person is in compliance with, or breach of, any provisions of this Agreement, and (b) the applicability of this Article 10 to a particular dispute. Notwithstanding the foregoing, this Article 10 shall not apply to any matters that, pursuant to the provisions of this Agreement, are to be resolved by a vote of the Members or the Board of Managers. Any dispute to which this Article 10 applies is referred to herein as a “**Dispute.**” With respect to a particular Dispute, each Member that is a party to such Dispute is referred to herein as a “**Disputing Member.**”

10.02 Negotiation to Resolve Disputes. If a Dispute arises, the Disputing Members shall attempt to resolve such Dispute through the following procedure:

(a) first, the representatives of each of the Disputing Members shall promptly meet (whether by phone or in person) in a good faith attempt to resolve the Dispute;

(b) second, if the Dispute is still unresolved after ten (10) Business Days following the commencement of the negotiations described in Section 10.02(a), then the designated executive officer of each Disputing Member shall meet (whether by phone or in person) in a good faith attempt to resolve the Dispute; and

(c) third, if the Dispute is still unresolved after ten (10) days following the commencement of the negotiations described in Section 10.02(b), then any Disputing Party may take the measures described in Section 10.03.

10.03 Arbitration. If a Dispute cannot be resolved by the procedures described in Section 10.02, then a Disputing Member may submit the Dispute to binding arbitration upon written notice to the other Disputing Member of the claim or controversy, which notice shall state the Disputing Member’s intention to arbitrate, the nature of the Dispute, the amount claimed and the decision sought. Such arbitration shall be conducted in accordance with the American Arbitration Association’s Commercial Arbitration Rules then in effect and the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. The notice of intent to arbitrate also shall specify the name and address of an arbitrator selected by the Disputing Member requesting arbitration. The other Disputing Member shall within ten (10) Business Days of receipt of the arbitration notice select its arbitrator; provided, however, that if it fails to do so, the arbitrator appointed by the party requesting arbitration shall serve as the sole arbitrator of the dispute. However, if both parties name an arbitrator, the two arbitrators thus selected shall within ten (10) Business Days of the selection of the second arbitrator select the third arbitrator. All arbitrators shall be qualified, independent and neutral. The decision of any two of the three arbitrators on any issue shall be final. Unless the parties otherwise agree, all arbitration proceedings shall be held in New York, NY. Any such parties to a controversy or claim shall proceed with any arbitration expeditiously. Either party may serve upon any other party a request for the production of documents and things

and for entry upon land for inspection and other purposes as permitted by and in accordance with the procedure set forth in Rule 34 of the Federal Rules of Civil Procedure in effect at the time the request is made. The enforcement of and objections to such request shall be made to the arbitrators and the arbitrators only shall issue such orders as they deem necessary on objections and on requests for enforcement of production both prior to and after the commencement of the hearing. All conclusions and decisions of the arbitrators shall be made consistent with applicable legal principles and the arbitrators' good faith interpretation of the terms and provisions of this Agreement. The award of the arbitrators will be final and binding on both parties and may be enforced in any court having jurisdiction over the party against which enforcement is sought. If the arbitrators determine that the claim or defense of either party was frivolous (i.e., without justifiable merit), they shall require that the party at fault pay or reimburse the other party for costs of the arbitration, including but not limited to counsel fees and witness fees, except that all expenses of the arbitration shall be apportioned in the award of the arbitrators based upon the respective merit of the positions of the parties. Notwithstanding the foregoing, equitable remedies, including injunction and specific performance, shall be available to the parties by judicial proceedings at any time and, for this purpose and for the purpose of enforcing any arbitral award or decision, the parties hereby submit to the non-exclusive jurisdiction and venue of the federal courts in the State of Delaware. The provisions of this Section 10.03 shall survive the termination or expiration of this Agreement.

10.04 Expedited Arbitration. In the event of a Deadlock Event that occurs prior to expiry of the Warranty Period, the Members will refer any such dispute for resolution by arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules. The Board of Managers shall have the authority to make such decisions as are necessary to continue the Business of the Company pending resolution of such dispute.

ARTICLE 11

DISSOLUTION, WINDING-UP AND TERMINATION

11.01 Dissolution. Subject to Section 6.04, the Company shall dissolve and its affairs shall be wound up on the first to occur of the following events (each a "**Dissolution Event**"):

- (a) the expiration of the term specified in Section 2.06 of this Agreement;
- (b) the consent of the Supermajority of all Members to dissolve the Company;
- (c) the disposition of all or substantially all of the Company's business and assets;
- (d) an event that makes it unlawful for the business of the Company to be carried on; or
- (e) any other event requiring mandatory liquidation under the Act.

No other event, including the retirement, insolvency, liquidation, dissolution, insanity, expulsion, bankruptcy, death, incapacity, or adjudication of incompetence of a Member, shall cause the Company to be dissolved.

11.02 Winding-Up and Termination.

(a) On the occurrence of a Dissolution Event, the Board of Managers shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of winding up shall be borne as a Company expense. The steps to wind-up and terminate the Company are as follows:

(i) as promptly as possible after dissolution and again after final winding up, the Board of Managers shall cause a proper accounting to be made by a nationally recognized firm of Certified Public Accountants of the Company's assets, liabilities, and operations through the last calendar day of the month in which the dissolution occurs or the final winding up is completed, as applicable;

(ii) the Board of Managers shall discharge from Company funds all of the Indebtedness and other debts, liabilities and obligations of the Company (including all expenses incurred in winding up and any loans described in Section 4.03) or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash escrow fund for contingent liabilities in such amount and for such term as the Board of Managers may reasonably determine); and

(iii) with respect to the remaining assets of the Company:

(A) the Board of Managers shall use all commercially reasonable efforts to obtain the best possible price and may sell any or all Company property, including to Members at such price, but in no event lower than the Fair Market Value thereof and any resulting gain or loss from each sale shall be computed and allocated to the Capital Accounts of the Members in accordance with the provisions of clauses (iv) and (v) hereof; and

(B) with respect to all Company property that has not been sold, the Fair Market Value of that property shall be determined and the Capital Accounts of the Members shall be adjusted in accordance with clauses (iv) and (v) hereof.

(iv) items of gross income and gain arising in connection with the liquidation shall first be allocated to each Member having a deficit balance in its Capital Account, in the proportion that such deficit balance bears to the total deficit balances in the Capital Accounts of all Members, until each Member has been allocated items of gross income and gain equal to any such deficit balance in its Capital Account;

(v) any remaining items of gross income, gain, loss and deduction arising in connection with the liquidation shall be allocated among the Members in such manner as to ensure to the greatest extent feasible, that distributions shall be made to the Members in accordance with each Member's Pro Rata Share.

(vi) after the allocations in clauses (iv) and (v) are made, disbursements of cash and property will be made in accordance with the positive balances in the Members' Capital Accounts. Any distribution to the Members in respect of their Capital Accounts pursuant to this Section 11.02 shall be made in accordance with Treasury Regulations Section 1.704-

1(b)(2)(ii)(b)(2). No Member shall have any obligation to restore a negative balance in its Capital Account upon liquidation of the Company pursuant to this Article 11.

(b) The distribution of cash or property to a Member in accordance with the provisions of this Section 11.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member on account of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented pursuant to Section 18-502(b) of the Act.

11.03 Certificate of Cancellation. On completion of the distribution of Company assets as provided herein, the Members (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.05, and take such other actions as may be necessary to terminate the existence of the Company. Upon the filing of such certificate of cancellation, the existence of the Company shall terminate (and the Term shall end), except as may be otherwise provided by the Act or other applicable Law. All costs and expenses in fulfilling the obligations under this Section 11.03 shall be borne by the Company.

ARTICLE 12

GENERAL PROVISIONS

12.01 Offset. Whenever the Company is to pay any sum to any Member, any amounts then owed by that Member to the Company may be deducted from such sum before payment.

12.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or certified mail, return receipt requested, or by facsimile or other electronic transmission. A notice, request or consent given under this Agreement is effective on receipt by the Member to receive it; provided, however, that a facsimile or other electronic transmission that is transmitted after the normal business hours of the recipient shall be deemed effective on the next Business Day. All notices, requests and consents to be sent to a Member must be sent to or made at the addresses given for that Member on Exhibit A, as amended from time to time. A copy of any notice, request or consent to the Company must be given to all of the Members. Whenever any notice is required to be given by Law, the Delaware Certificate or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

12.03 Entire Agreement; Superseding Effect. This Agreement constitutes the entire agreement of the Members and their Affiliates relating to the Company and the transactions contemplated hereby and supersedes all provisions and concepts contained in all prior contracts or agreements between the Members or any of their Affiliates with respect to the Company and the transactions contemplated hereby, whether oral or written.

12.04 Press Releases. Each Member agrees that it shall not (and shall cause its Affiliates not to), without the consent of each other Member, issue a press release or other public

statement or have any contact with or respond to the news media with respect to the Project or the Company, except as required by applicable Law, regulatory authority, listing agreement with national security exchanges. Any such press release by a Member or its Affiliates shall be subject to review by the Members, and, if approval is required, the approval of the Members as provided in the preceding sentence. This obligation provided in this Section 12.04 shall not apply to Transurban (USA) Operations, Inc, an affiliate of DRIVE, in the performance of its services in respect of and advertisements, marketing and promotion of the Project pursuant to the Operating and Support Services Agreement.

12.05 Effect of Waiver or Consent. Except as otherwise provided in this Agreement, a waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to the Company. Except as otherwise provided in this Agreement, failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute-of-limitations period has run.

12.06 Amendment or Restatement. This Agreement or the Delaware Certificate may be amended or restated only by a written instrument executed (or, in the case of the Delaware Certificate, approved) by all of the Members.

12.07 Binding Effect. Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective successors and permitted assigns.

12.08 Governing Law; Construction. This Agreement is governed by and shall be construed in accordance with the Law of the State of Delaware, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this agreement to the Law of another jurisdiction.

12.09 Jurisdiction; Service of Process. Each of the parties hereto hereby irrevocably consents to the non-exclusive jurisdiction of the courts of the State of Delaware and of any federal court located therein in connection with any suit, action or other proceeding arising out of or relating to this Agreement or the transactions contemplated hereby; agrees to waive any objection to venue in the State of Delaware and New Castle County; and agrees that, to the extent permitted by law, service of process in connection with any such proceeding may be effected by mailing same in the manner provided in Section 12.02.

12.10 Third Parties. The provisions of this Agreement are intended solely to benefit the Members and, to the fullest extent permitted by applicable law, should not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement) and no Member shall have any duty or obligation to any creditor of the Company to make any additional contributions to the Company.

12.11 Severability. If one or more of the provisions of this Agreement are held by a of competent jurisdiction court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by Law, shall be severed herefrom, and the balance of this Agreement shall be enforceable in accordance with its terms.

12.12 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts will be construed together and constitute the same instrument.

12.13 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

12.14 Electronic Transmissions. Each of the parties hereto agrees that (i) any consent or signed document transmitted by electronic transmission shall be treated in all manner and respects as an original written document, (ii) any such consent or document shall be considered to have the same binding and legal effect as an original document and (iii) at the request of any party hereto, any such consent or document shall be re-delivered or re-executed, as appropriate, by the relevant party or parties in its original form. Each of the parties further agrees that they will not raise the transmission of a consent or document by electronic transmission as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

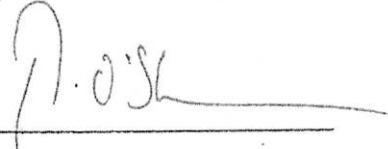
[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first set forth above.

TRANSURBAN DRIVE USA LLC

By: TRANSURBAN DRIVE HOLDINGS LLC,
its sole member

By: _____
Name:
Title:



PAUL G. O'SHEA
Manager

FLUOR ENTERPRISES, INC.


By: 
Name: PATRICK FLAHERTY
Title: SENIOR VICE PRESIDENT.

EXHIBIT A

Capital Contribution

Member Name	Address for Notices	Capital Contribution made on or prior to Effective Date	Capital Account Balance (as of Effective Date)	Number of Units (as of Effective Date)
Transurban DRIVE USA LLC	<p>The President Capital Beltway Express LLC 565 5th Avenue, 18th Floor New York, NY, 10017 Telephone: 646-278-0870 Facsimile: 646-278-0839</p> <p>with a copy to: The Vice-President, Development Capital Beltway Express LLC 1421 Prince Street, Suite 200 Alexandria, VA, 23231 Telephone: 571-527-2050 Facsimile: 571-527-2060</p>	\$900.00	\$900.00	900
Fluor Enterprises, Inc.	<p>Fluor Enterprises, Inc. 100 Fluor Daniel Drive Greenville, SC 29607 Attention: Richard A. Fierce Managing General Counsel Telephone: 864-281-8096 Facsimile: 864-281-6868</p>	\$100.00	\$100.00	100

FORM OF CERTIFICATE OF INTEREST

THE INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR ANY STATE SECURITIES LAWS. ACCORDINGLY, SUCH INTERESTS MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT COMPLIANCE WITH SUCH ACT AND SUCH STATE SECURITIES LAWS, AND THE COMPANY MAY REQUIRE AN OPINION OF COUNSEL SATISFACTORY TO IT THAT NO VIOLATION OF SUCH ACT AND SUCH STATE SECURITIES LAWS WILL RESULT FROM ANY PROPOSED SALE, TRANSFER, OR OTHER DISPOSITION OF SUCH INTERESTS.

THIS CERTIFICATE EVIDENCES AN INTEREST IN CAPITAL BELTWAY EXPRESS LLC AND SHALL BE A SECURITY FOR THE PURPOSES OF ARTICLE 8 OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF DELAWARE.

No. [] [] Units

**CAPITAL BELTWAY EXPRESS, LLC
A LIMITED LIABILITY COMPANY
UNDER THE LAWS OF THE STATE OF DELAWARE**

Certificate of Interest

This certifies that [] is the owner of a membership interest in Capital Beltway Express LLC (the "Company"), represented by [] Units, which membership interest is subject to the terms of the Limited Liability Company Agreement of Capital Beltway Express LLC, LLC, dated as of August 28, 2007, as the same may be further amended from time to time in accordance with the terms thereof (the "Limited Liability Company Agreement").

This Certificate of Interest may be transferred by the lawful holders hereof only in accordance with the provisions of the Limited Liability Company Agreement.

IN WITNESS WHEREOF, the said Company has caused this Certificate of Interest to be signed by its duly authorized officer this [] day of [], 200[].

Capital Beltway Express LLC

By: _____

Name: _____

Title: _____

**INSTRUMENT OF TRANSFER OF
MEMBERSHIP INTEREST IN
CAPITAL BELTWAY EXPRESS LLC**

FOR VALUE RECEIVED, the undersigned does hereby sell, assign and transfer unto

(print or type name of assignee)

the membership interest evidenced by and within the Certificate of Interest herewith, and does hereby irrevocably constitute and appoint _____ as attorney to transfer said interest on the books of Capital Beltway Express LLC, with full power of substitution in the premises.

Dated as of:

[_____]

By: _____

Name: _____

Title: _____

Equity Funding Agreements

See Attached

EQUITY FUNDING AGREEMENT

dated as of December 20, 2007

by and among

TRANSURBAN DRIVE USA LLC,

CAPITAL BELTWAY EXPRESS LLC,

GOLDMAN SACHS CAPITAL MARKETS, L.P.,

DEPFA BANK plc,

and

**WELLS FARGO BANK, N.A.,
as Trustee**

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EQUITY FUNDING AGREEMENT

This Equity Funding Agreement (this “Agreement”), dated as of December 20, 2007, is entered into by and among TRANSURBAN DRIVE USA LLC, a Delaware limited liability company (the “DRIVE Member”), CAPITAL BELTWAY EXPRESS LLC, a Delaware limited liability company (the “Borrower”), GOLDMAN SACHS CAPITAL MARKETS, L.P., a Delaware limited partnership (in its capacity as a “Pre-Issuance Hedging Bank”), DEPFA BANK plc, an Irish corporation (in its capacity as a “Pre-Issuance Hedging Bank” and, together with Goldman Sachs Capital Markets, L.P. and WELLS FARGO BANK, N.A. (the “Trustee”), as trustee under the Indenture (as defined herein).

RECITALS

A. Pursuant to a Master Indenture of Trust, dated as of December 1, 2007 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), Capital Beltway Funding Corporation of Virginia, a nonstock, nonprofit Virginia corporation, as Issuer (the “Issuer”), has authorized the issuance of Bonds from time to time the proceeds of which will be used to finance a portion of the cost of the design, renovation, construction and expansion of the Project.

B. Pursuant to a First Supplemental Indenture of Trust, to be executed between the Issuer and the Trustee, the Issuer will authorize the issuance of the Capital Beltway Funding Corporation of Virginia Senior Lien Multi-Modal Toll Revenue Bonds (I-495 HOT Lanes Project) Series 2008 to be issued in two series, the proceeds from the sale of which will be loaned to the Borrower pursuant to the terms of a Loan Agreement to be executed between the Issuer and the Borrower simultaneously with the First Supplemental Indenture, to be used to finance the GP Project Costs (as defined in such Loan Agreement).

C. Pursuant to a Second Supplemental Indenture of Trust, dated as of December 1, 2007, between the Issuer and the Trustee, the Issuer has authorized the issuance of the \$588,734,000 Capital Beltway Funding Corporation of Virginia Subordinate Lien TIFIA Bond (I-495 HOT Lanes Project), Series 2007-1, the proceeds from the sale of which will be loaned to the Borrower pursuant to the terms of a TIFIA Loan Agreement, dated as of December 1, 2007, among the Issuer, the Borrower and the United States Department of Transportation acting by and through the Federal Highway Administration, to be used to finance a portion of the Eligible Costs (as defined in such TIFIA Loan Agreement) of the Project.

D. Transurban DRIVE USA LLC, a Delaware limited liability company, owns 90% of the outstanding membership interests in Capital Beltway Express LLC, a Delaware limited liability company, pursuant to the terms of that certain Limited Liability Company Agreement dated as of December 17, 2007 (the “Limited Liability Company Agreement”).

E. Pursuant to the Indenture, Wells Fargo, N.A. has been appointed Trustee and has accepted the trusts created by the Indenture.

F. It is a condition to the financing to be provided pursuant to the Finance Documents that the DRIVE Member enter into this Agreement with the Borrower, and that the Borrower's rights hereunder be assigned to the Trustee as property that will become part of the Trust Estate under the Financing Documents.

G. Pursuant to an Equity Funding Guaranty, dated as of the date hereof, the obligations of the DRIVE Member to fund the Equity Contributions hereunder is being guaranteed by Transurban Finance Company Pty Ltd., an Australian limited liability company.

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the DRIVE Member, the Trustee and the Pre-Issuance Hedging Banks hereby agree as follows:

ARTICLE I

DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Indenture. The following capitalized terms shall have the meanings set forth below:

“Service Commencement Date” has the meaning assigned to such term in the Amended and Restated Comprehensive Agreement.

“Substantial Completion” has the meaning assigned to such term in the Amended and Restated Comprehensive Agreement.

ARTICLE II

EQUITY COMMITMENTS

Section 2.1 Equity Contributions. The DRIVE Member hereby agrees to make, or cause to be made through any of its Affiliates, equity contributions to the Borrower (collectively, the “Equity Contributions”) in an aggregate amount equal to \$313,825,757 (the “Fixed Equity Contribution”). The Fixed Equity Contribution shall be made in the respective amounts and on the dates specified below:

(a) \$65,622,299 shall be contributed on or before the Closing Date, which shall be used, together with equity contributions made by Fluor Enterprises, Inc. pursuant to an Equity Funding Agreement dated as of the date hereof, to reimburse all documented fees, costs and expenses incurred by the Borrower or its Affiliates on or after August 25, 2004 in connection with the investigation, development, negotiation, and closing of the transactions described in the Amended and Restated Comprehensive Agreement and the Financing Documents, including, without limitation, all such fees, costs and expenses incurred by the Department on or after such date;

(b) \$13,500,000 shall be contributed on or before the Closing Date, which shall be used, together with equity contributions made by Fluor Enterprises, Inc. pursuant to an Equity Funding Agreement dated as of the date hereof, to fund the Project Enhancement Account;

(c) \$17,100,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which shall be deposited to the Capital Expenditure Reserve Fund;

(d) \$27,000,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) the Service Commencement Date, which shall be deposited to the Ramp-Up Reserve Fund;

(e) \$32,850,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) the Service Commencement Date, which shall be deposited to the Revenue Stabilization Reserve Fund;

(f) \$52,703,163 shall be contributed during the Work Period in such amounts and on such dates as set forth in the schedule attached hereto as Annex A, which shall be deposited to the Debt Service Reserve Fund;

(g) \$43,572,352 shall be contributed to pay for Project Costs relating to the HOT Lanes Project on a pro-rata basis with other sources of funding available to pay for the Project Costs relating to the HOT Lanes Project (with the exception of any interest income accumulated in the Construction Fund that can be used in priority to equity or debt), or as earlier needed to pay Project Costs, and, to the extent not paid earlier, shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which amounts shall be deposited to the Construction Fund;

(h) \$6,750,000 shall be contributed to pay for Project Costs relating to the HOT Lanes Project to the extent amount provided under (g) have been fully used and, to the extent not paid earlier, shall be contributed upon the earlier of (i) 63 months following the Closing Date or (ii) Completion of the Project, which amounts shall be deposited to the Revenue Stabilization Reserve Fund;

(i) \$40,365,000 shall be available to pay for Concessionaire-directed change orders during the Work Period and any cost overruns or any other costs reasonably incurred by the Concessionaire to achieve Substantial Completion of the Project in a timely manner, which amounts shall be deposited to the Construction Fund. Any amounts that have not been contributed on or before the Service Commencement Date shall be contributed on such date and deposited to the Revenue Stabilization Reserve Fund; and

(j) \$14,362,943 shall be contributed on or before the date on which the Senior Lien Bonds shall be contributed and/or committed to pay for Project Costs relating to the GP Lanes Project], which shall be used, together with equity contributions made by Fluor Enterprises, Inc. pursuant to an Equity Funding Agreement dated as of the date hereof, to reimburse all documented fees, costs and expenses incurred by the Borrower or its Affiliates in connection with the arranging, negotiation, funding and/or closing of the Senior Lien Bonds and the provision of any related credit enhancement. Should such fees, costs and expenses be paid with

another source of funds, any unspent amounts shall be contributed as per Section 2.1(h) above and, to the extent not paid earlier, shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which amounts shall be deposited to the Construction Fund.

Section 2.2 Equity Contributions to Fund Swap Liabilities Prior to Issuance of Senior Lien Bonds. Notwithstanding any other provision hereof (i) if any amounts become due and payable by the Borrower to either Pre-Issuance Hedging Bank under any transaction confirmation entered into by the Borrower for the purpose of hedging interest rates in relation to the anticipated issuance of Senior Lien Bonds (the “Pre-Issuance Hedges”), the DRIVe Member shall make, or cause to be made through any of its Affiliates, equity contributions to the Borrower or the Pre-Issuance Hedging Banks in an amount equal to the lesser of (1) \$135,000,000 (the “Maximum Swap Equity Contribution”), which Maximum Swap Equity Contribution shall be allocated pro rata between the Pre-Issuance Hedge Banks on the basis of the initial notional amount of their respective Pre-Issuance Hedges (the “Swap Contribution Allocation”) or (2) 90% of all amounts due and payable to the Pre-Issuance Hedging Banks, (ii) unless the Pre-Issuance Hedging Banks have previously provided their express written consent, the Borrower shall not make Equity Contributions pursuant to Section 2.1 in an amount exceeding the Fixed Equity Contribution less the Maximum Swap Equity Contribution prior to the issuance of the Senior Lien Bonds, and (iii) no Senior Lien Bonds shall be issued unless, on or before the date of issuance of the Senior Lien Bonds, with respect to each Pre-Issuance Hedge either (A) such hedge is terminated and any amount owed to the related Pre-Issuance Hedging Bank is paid in full or (B) the Borrower and Pre-Issuance Hedging Bank have entered into an ISDA Master Agreement and Schedule and further agreed that the Pre-Issuance Hedge shall not terminate on or before the issuance of the Senior Lien Bonds but thereafter shall be an Initial Hedge Agreement. In the event that there are insufficient amounts to pay obligations under the Pre-Issuance Hedges to the Pre-Issuance Hedging Banks in full, all available amounts (not to exceed, in respect of each Pre-Issuance Hedging Bank, its Swap Contribution Allocation) shall be applied pro rata to the payment of such amounts. Any payments under this Section 2.2 shall reduce the then unpaid Equity Contributions pursuant to Section 2.1 pro rata according to the amount of each remaining installment. To the extent that the DRIVe Member has complied with the provisions of the first sentence of this Section 2.2, it shall have no obligation under this Section 2.2 in relation to any amounts that may become due and payable under any transaction confirmation after the issuance of Senior Lien Bonds.

Section 2.3 Other Payment Terms.

(a) The DRIVe Member shall make or cause to be made all payments required hereunder (i) pursuant to Section 2.1 to the Trustee for deposit to the Fund or Funds required by Section 5.2(b) of the Indenture and (ii) pursuant to Section 2.2 to the respective Pre-Issuance Hedging Bank, in either case in Dollars and in immediately available funds not later than 11:00 a.m., New York time, on the date on which such payment is due. Any payment made after such time on any day shall be deemed received on the next Business Day after such payment is received.

(b) If any amounts required to be paid by the DRIVe Member under this Agreement remain unpaid after such amounts are due, the DRIVe Member shall pay interest on the

aggregate, outstanding balance of such amounts from the date due until those amounts are paid in full at the per annum rate specified as the Maximum Rate in the First Supplemental Indenture or the rate set forth in the related Pre-Issuance Hedge.

(c) Each payment made by the DRIVE Member hereunder shall include instructions specifying the applicable Fund or Funds into which such payment is to be deposited in accordance with the terms of this Agreement.

(d) If (i) the entire principal amount of all Outstanding Senior Lien Bonds (together with all accrued and unpaid interest and all other amounts) payable under such Bonds or the entire unpaid principal of the Loan under the Initial Senior Loan Agreement has been declared immediately due and payable as a result of an Event of Default, or (ii) the Amended and Restated Comprehensive Agreement is terminated prior to the Service Commencement Date, the Trustee (at the direction of the Instructing Controlling Party) shall be entitled, with the giving of written notice to the DRIVE Member, to accelerate the obligation of the DRIVE Member to pay the Equity Contributions, which payments shall be made at such times and in such amounts as instructed by the Trustee (at the direction of the Instructing Controlling Party).

ARTICLE III

OBLIGATIONS UNCONDITIONAL

The obligation of the DRIVE Member hereunder to make the Equity Contributions is absolute and unconditional and shall not be affected by (i) any default by the Borrower or the Issuer in the performance or observance of any of its agreements or covenants under any of the Financing Documents, (ii) the occurrence of any Bankruptcy Related Event, or (iii) the execution, delivery or performance by the Borrower or the Issuer of, or the exercise of any remedies of the Trustee or any of the Secured Parties under, the Finance Documents or any other agreement. The obligations of the DRIVE Member hereunder shall not be subject to any abatement, reduction, limitation, impairment, termination, setoff, defense, counterclaim or recoupment whatsoever or any right to any thereof, and shall not be released, discharged or in any way affected by any reorganization, arrangement, compromise, settlement, release, modification, amendment (whether material or otherwise), waiver or termination of any or all of the obligations, conditions, covenants or agreements of any Person in respect of any of the Finance Documents or Pre-Issuance Hedges, or by the occurrence of any breach or default or the omission of any action, under or referred to in any of the Finance Documents, or Pre-Issuance Hedges or any modification of, or lack of priority or perfection of, or exercise of remedies with respect to any security for, or by any lack of validity or enforceability of, any of the Finance Documents or Pre-Issuance Hedges, whether or not the DRIVE Member shall have notice or knowledge of any of the foregoing, or, to the fullest extent permitted by applicable law, by any other circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE DRIVE MEMBER

The DRIVE Member makes the representations and warranties set forth below as of the date hereof:

(a) The DRIVE Member is a limited liability company duly formed and validly existing under the laws of Delaware. The DRIVE Member has full organizational power and authority and possesses all government authorizations and approvals required for the DRIVE Member to carry on its business as now conducted and to enter into and perform its obligations under this Agreement.

(b) The DRIVE Member has taken all necessary action to authorize its execution and delivery of this Agreement and the performance of its obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the DRIVE Member and constitutes the legal, valid and binding obligation of the DRIVE Member, enforceable against it in accordance with the terms hereof and thereof, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject to general equitable principles.

(d) All governmental authorizations and actions necessary in connection with the execution and delivery by it of this Agreement and the performance of its obligations hereunder have been obtained or performed and remain valid and in full force and effect.

(e) Execution, delivery and performance of this Agreement by the DRIVE Member (i) do not and will not contravene any provisions of its limited liability company agreement, or any law, rule, regulation, order, judgment or decree applicable to or binding on the DRIVE Member or any of its properties, (ii) do not and will not contravene, or result in any breach of or constitute any default under, any agreement or instrument to which the DRIVE Member is a party or by which the DRIVE Member or any of its properties may be bound or affected, or (iii) do not and will not require the consent of any Person under any existing law or agreement which has not already been obtained.

(f) There is no pending or, to the best of the DRIVE Member's knowledge, threatened, action or proceeding affecting the DRIVE Member before any court, governmental agency or arbitrator that could reasonably be expected to materially and adversely affect the financial condition, results of operations or business of the DRIVE Member or the ability of the DRIVE Member to perform its obligations under this Agreement.

(g) The DRIVE Member possesses all franchises, certificates, licenses, permits and other governmental authorizations and approvals necessary for it to own its properties, conduct its business as now being conducted and perform its obligations under this Agreement.

(h) The DRIVE Member owns 90% of the outstanding membership interests in Capital Beltway Express LLC, a Delaware limited liability company.

ARTICLE V

COVENANTS OF THE DRIVE MEMBER

The DRIVE Member agrees that:

(a) It will maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement, and it will obtain any consents that may become necessary in the future.

(b) It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement.

(c) Subject to applicable Law and the Limited Liability Company Agreement, it will take all appropriate action, including the exercise of voting rights as a member of the Borrower, to ensure that the Borrower complies with its obligations under the Finance Documents.

(d) It will not take any action that would authorize the Borrower to enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself, or suffer any liquidation or dissolution, or convey, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its property, assets or business, whether now owned or hereafter acquired.

(e) It will deliver the following information to the Trustee:

(i) As soon as available, but no later than sixty (60) days after the end of the first, second and third quarterly periods of each fiscal year of the Borrower, the unaudited income statement and balance sheet of the Borrower as of the end of such period and the related unaudited statements of operations and changes in member capital and of cash flow of the Borrower for such period and for the portion of the fiscal year through the end of such period, setting forth in each case in comparative form the figures for the previous period, certified by the chief executive officer or chief financial officer of the Borrower or an Authorized Representative of the Borrower as fairly stating in all material respects the financial condition of the Borrower as at the end of such period and the results of its operations and its cash flows for such period (subject to normal year-end audit adjustments);

(ii) as soon as available, but no later than 120 days after the end of each fiscal year of the Borrower and Transurban Finance Company Pty Ltd., a copy of the audited income statement and balance sheet of such Person as of the end of such fiscal year and the related audited statements of operations, changes in member capital and of cash flow of such Person for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified without a “going concern” or like qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm of national standing selected by such Person and which is reasonably acceptable to the Trustee (at the direction of the Instructing Controlling Party); and

(iii) any other financial information reasonably requested by the Trustee in connection with the performance of the DRIVE Member's obligations under this Agreement.

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

ARTICLE VI

TERMINATION

This Agreement shall automatically terminate on the earlier to occur of (a) the date on which all Equity Contributions of the DRIVE Member under this Agreement shall have been made and (b) the date on which all amounts payable under the Finance Documents have been irrevocably paid in full (whether at maturity or upon redemption or acceleration or otherwise); provided, that this Agreement shall not terminate prior to the termination of the Pre-Issuance Hedges and the payment of amounts due the Pre-Issuance Hedging Banks thereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments and Waivers.

(a) This Agreement, or any term hereof may not be amended, supplemented, waived or otherwise modified except in accordance with the provisions of this Section 7.1. With the written consent of the Instructing Controlling Party, the Trustee may, from time to time, (i) enter into with the Borrower and/or the DRIVE Member written amendments, supplements or modifications hereto for the purpose of adding any provisions to this Agreement or changing in any manner the rights of the Trustee, the Borrower or the DRIVE Member hereunder or (ii) waive, on such terms and conditions as the Trustee (as directed by the Instructing Controlling Party) may specify in such instrument, any of the requirements of this Agreement or the consequences thereof; provided, however, that no such amendment, supplement or modification and no such waiver shall (i) reduce the amount or extend the scheduled date of contribution of any Equity Contribution, without the consent of the Instructing Controlling Party affected thereby or (ii) amend, modify or waive any provision of this Section 7.1, or consent to the assignment or transfer by the DRIVE Member of any of its rights and obligations under this Agreement, in each case without the written consent of the Instructing Controlling Party; provided further that no amendment, supplement or modification hereto or any waiver hereof that would have a material adverse effect on the rights of any Pre-Issuance Hedging Bank herein shall take effect without the prior written consent of each such Pre-Issuance Hedging Bank.

(b) No delay or failure to exercise any right, power or privilege accruing to the Trustee or the Pre-Issuance Hedging Banks under this Agreement shall impair any such right, power or privilege nor shall it be construed to be a waiver thereof. No single or partial exercise

of any right, power or privilege under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Trustee or the Pre-Issuance Hedging Banks, as applicable, whether at law, in equity, or otherwise.

Section 7.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand or, in the case of notice given by mail, private courier, overnight delivery service or facsimile, when received, addressed as follows, or to such other address as may be hereafter notified in accordance with this Section 7.2 by the respective parties hereto:

The Borrower:

The President
Capital Beltway Express LLC
565 5th Avenue, 18th Floor
New York, NY, 10017
Telephone: 646-278-0870
Facsimile: 646-278-0839

with a copy to:

The Vice-President, Development
Capital Beltway Express LLC
1421 Prince Street, Suite 200
Alexandria, VA, 23231
Telephone: 571-527-2050
Facsimile: 571-527-2060

The Trustee:

Wells Fargo Bank, N.A.
Four Gateway Center, Suite 1400
444 Liberty Avenue
Pittsburgh, PA 15222
Attention: Corporate, Municipal and Escrow Solutions
Telephone: 412-454-4612
Facsimile: 412-454-4610

The DRIVE Member:

Transurban DRIVE USA LLC
Level 43, 405 Lexington Avenue
New York, NY 10017
Telephone: (646) 278-0870
Facsimile: (646) 278-0839

with copy to:

Transurban Limited
Attention: Group Financial Controller
Level 43, Rialto South Tower
525 Collins Street
Melbourne, Victoria 3000
Australia
Telephone: 613-9612-6999
Facsimile: 613-9649-7380

The Pre-Issuance Hedging Banks:

Goldman Sachs Capital Markets, L.P.
85 Broad Street
New York, New York 10004
Attention: Swap Administration
Telephone No.: 212-902-1000
Facsimile No.: 212-902-5692

and

IFU Loans Administration
DEPFA BANK plc
623 5th Avenue 22nd Floor
NY NY 10022
Telephone: +353-1-792-2374
Facsimile: +353-1-792-2164
ifuloansadministration@depfa.com

Section 7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the DRIVE Member, the Borrower, the Pre-Issuance Hedging Banks (only so long as obligations remain in effect pursuant to Section 2.2) and the Trustee and their respective successors and assigns; provided, however, that neither the DRIVE Member nor the Borrower may assign or transfer any of their respective rights or obligations under this Agreement without the written consent of the Trustee (acting at the direction of the Instructing Controlling Party) and that the Trustee shall have the exclusive right to enforce the obligations of the DRIVE Member hereunder after the occurrence and during the continuance of an Event of Default; provided further that, prior to the issuance of the Senior Lien Bonds, (i) neither the DRIVE Member nor the Borrower may assign or transfer any of their respective rights or obligations under this Agreement without the written consent of the Pre-Issuance Hedging Banks (insofar as such rights relate to or would affect the Pre-Issuance Hedging Banks rights under Section 2.2) and (ii) the Pre-Issuance Hedging Banks shall have the exclusive right to enforce the obligations of the DRIVE Member hereunder (insofar as such rights relate to or would affect the Pre-Issuance Hedging Banks rights under Section 2.2).

Section 7.4 Conflicts. In case of any conflict or inconsistency between this Agreement and any other agreement to which the DRIVE Member is a party with respect to the obligations of the DRIVE Member as provided herein, this Agreement shall control.

Section 7.5 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York.

Section 7.6 Submission To Jurisdiction; Waiver of Jury Trial.

(a) The DRIVE Member hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that nothing herein shall affect the right to effect service of process in any manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(b) THE DRIVE MEMBER, THE BORROWER, THE PRE-ISSUANCE HEDGING BANKS AND THE TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

Section 7.7 Severability. Any provision of this Agreement (other than Sections 2.1 and 2.2) which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.8 Limitation of Recourse. The DRIVE Member shall have no other obligations or liabilities under any other Finance Document other than the obligations or liabilities set forth in the Pledge Agreement relating to the pledge of its membership interests in the Borrower and in this Agreement.

Section 7.9 Headings. The table of contents and the headings of Articles, Sections, Exhibits and Schedules have been included herein for convenience only and should not be considered in interpreting this Agreement.

Section 7.10 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts

taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be maintained by the DRIVE Member, Borrower, the Pre-Issuance Hedging Banks and the Trustee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the DRIVE Member, the Borrower, the Pre-Issuance Hedging Banks and the Trustee have caused this EQUITY FUNDING AGREEMENT to be duly executed and delivered as of the day and year first written above.

TRANSURBAN DRIVE USA LLC

By: _____
Name:
Title:

CAPITAL BELTWAY EXPRESS LLC

By: _____
Name:
Title:

**WELLS FARGO BANK, N.A.,
as Trustee**

By: _____
Name:
Title:

**GOLDMAN SACHS CAPITAL MARKETS,
L.P.,
By: Goldman Sachs Capital Markets, LLC, its
general partner**

By: _____
Name:
Title:

DEPFA BANK plc

By: _____
Name:
Title:

By: _____
Name:
Title:

Annex A

Date	Funding of Senior Debt Service Reserve
31-Mar-2010	\$0.00
30-Apr-2010	\$1,966,572.48
31-May-2010	\$4,510,289.04
30-Jun-2010	\$4,405,355.82
31-Jul-2010	\$4,482,656.44
31-Aug-2010	\$4,029,278.02
30-Sep-2010	\$4,176,383.38
31-Oct-2010	\$410,564.07
30-Nov-2010	\$396,306.51
31-Dec-2010	\$408,241.60
31-Jan-2011	\$407,151.54
28-Feb-2011	\$367,077.35
31-Mar-2011	\$1,176,758.20
30-Apr-2011	\$3,136,270.76
31-May-2011	\$3,166,472.76
30-Jun-2011	\$2,860,037.54
31-Jul-2011	\$2,631,226.97
31-Aug-2011	\$2,337,753.23
30-Sep-2011	\$2,360,855.59
31-Oct-2011	\$396,909.51
30-Nov-2011	\$383,121.96
31-Dec-2011	\$394,649.95
31-Jan-2012	\$392,527.19
29-Feb-2012	\$366,398.23
31-Mar-2012	\$390,331.61
30-Apr-2012	\$376,775.68
31-May-2012	\$388,109.81
30-Jun-2012	\$374,629.96
31-Jul-2012	\$908,252.13
31-Aug-2012	\$1,383,243.51
30-Sep-2012	\$1,100,359.77
31-Oct-2012	\$382,582.78
30-Nov-2012	\$369,292.23
31-Dec-2012	\$380,397.30
31-Jan-2013	\$380,404.27
28-Feb-2013	\$342,967.61
31-Mar-2013	\$762,958.18
30-Apr-2013	\$0.00
Total	\$52,703,163.00

EQUITY FUNDING AGREEMENT

dated as of December 20, 2007

by and among

FLUOR ENTERPRISES, INC.,

CAPITAL BELTWAY EXPRESS LLC,

GOLDMAN SACHS CAPITAL MARKETS, L.P.,

DEPFA BANK plc,

and

**WELLS FARGO BANK, N.A.,
as Trustee**

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EQUITY FUNDING AGREEMENT

This Equity Funding Agreement (this “Agreement”), dated as of December 20, 2007, is entered into by and among FLUOR ENTERPRISES, INC., a Delaware corporation (the “Fluor Member”), CAPITAL BELTWAY EXPRESS LLC, a Delaware limited liability company (the “Borrower”), GOLDMAN SACHS CAPITAL MARKETS, L.P., a Delaware limited partnership (in its capacity as a “Pre-Issuance Hedging Bank”), DEPFA BANK plc, an Irish corporation, (in its capacity as a “Pre-Issuance Hedging Bank” and, together with Goldman Sachs Capital Markets, L.P., the “Pre-Issuance Hedging Banks”), and WELLS FARGO BANK, N.A. (the “Trustee”), as trustee under the Indenture (as defined herein).

RECITALS

A. Pursuant to a Master Indenture of Trust, dated as of December 1, 2007 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), Capital Beltway Funding Corporation of Virginia, a nonstock, nonprofit Virginia corporation, as Issuer (the “Issuer”), has authorized the issuance of Bonds from time to time the proceeds of which will be used to finance a portion of the cost of the design, renovation, construction and expansion of the Project.

B. Pursuant to a First Supplemental Indenture of Trust, to be executed between the Issuer and the Trustee, the Issuer will authorize the issuance of the Capital Beltway Funding Corporation of Virginia Senior Lien Multi-Modal Toll Revenue Bonds (I-495 HOT Lanes Project) Series 2008 to be issued in two series, the proceeds from the sale of which will be loaned to the Borrower pursuant to the terms of a Loan Agreement to be executed between the Issuer and the Borrower simultaneously with the First Supplemental Indenture, to be used to finance the GP Project Costs (as defined in such Loan Agreement).

C. Pursuant to a Second Supplemental Indenture of Trust, dated as of December 1, 2007, between the Issuer and the Trustee, the Issuer has authorized the issuance of the \$588,734,000 Capital Beltway Funding Corporation of Virginia Subordinate Lien TIFIA Bond (I-495 HOT Lanes Project), Series 2007-1, the proceeds from the sale of which will be loaned to the Borrower pursuant to the terms of a TIFIA Loan Agreement, dated as of December 1, 2007, among the Issuer, the Borrower and the United States Department of Transportation acting by and through the Federal Highway Administration, to be used to finance a portion of the Eligible Costs (as defined in such TIFIA Loan Agreement) of the Project.

D. Fluor Enterprises, Inc., a Delaware corporation, owns 10% of the outstanding membership interests in Capital Beltway Express LLC, a Delaware limited liability company, pursuant to the terms of that certain Limited Liability Company Agreement dated as of December 17, 2007 (the “Limited Liability Company Agreement”).

E. Pursuant to the Indenture, Wells Fargo, N.A. has been appointed Trustee and has accepted the trusts created by the Indenture.

F. It is a condition to the financing to be provided pursuant to the Finance Documents that the Fluor Member enter into this Agreement with the Borrower, and that the Borrower's rights hereunder be assigned to the Trustee as property that will become part of the Trust Estate under the Financing Documents.

G. Pursuant to an Equity Funding Guaranty, dated as of the date hereof, the obligations of the Fluor Member to fund the Equity Contributions hereunder is being guaranteed by Fluor Corporation, a Delaware corporation.

In consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Borrower, the Fluor Member, the Pre-Issuance Hedging Banks and the Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS

All capitalized terms used but not otherwise defined herein shall have the respective meanings given to such terms in the Indenture. The following capitalized terms shall have the meanings set forth below:

“Service Commencement Date” has the meaning assigned to such term in the Amended and Restated Comprehensive Agreement.

“Substantial Completion” has the meaning assigned to such term in the Amended and Restated Comprehensive Agreement.

ARTICLE II

EQUITY COMMITMENTS

Section 2.1 Equity Contributions. The Fluor Member hereby agrees to make, or cause to be made through any of its Affiliates, equity contributions to the Borrower (collectively, the “Equity Contributions”) in an aggregate amount equal to \$34,869,529 (the “Fixed Equity Contribution”). The Equity Contributions shall be made in the respective amounts and on the dates specified below:

(a) \$7,291,367 shall be contributed on or before the Closing Date, which shall be used, together with equity contributions made by Transurban DRIVE USA LLC pursuant to an Equity Funding Agreement dated as of the date hereof, to reimburse all documented fees, costs and expenses incurred by the Borrower or its Affiliates on or after August 25, 2004 in connection with the investigation, development, negotiation, and closing of the transactions described in the Amended and Restated Comprehensive Agreement and the Financing Documents, including, without limitation, all such fees, costs and expenses incurred by the Department on or after such date;

(b) \$1,500,000 shall be contributed on or before the Closing Date, which shall be used, together with equity contributions made by Transurban DRIVE USA LLC pursuant to an

Equity Funding Agreement dated as of the date hereof, to fund the Project Enhancement Account;

(c) \$1,900,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which shall be deposited to the Capital Expenditure Reserve Fund;

(d) \$3,000,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) the Service Commencement Date, which shall be deposited to the Ramp-Up Reserve Fund;

(e) \$3,650,000 shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) the Service Commencement Date, which shall be deposited to the Revenue Stabilization Reserve Fund;

(f) \$5,855,907 shall be contributed during the Work Period in such amounts and on such dates as set forth in the schedule attached hereto as Annex A, which shall be deposited to the Debt Service Reserve Fund;

(g) \$4,841,372 shall be contributed to pay for Project Costs relating to the HOT Lanes Project on a pro-rata basis with other sources of funding available to pay for the Project Costs relating to the HOT Lanes Project (with the exception of any interest income accumulated in the Construction Fund that can be used in priority to equity or debt), or as earlier needed to pay Project Costs, and, to the extent not paid earlier, shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which amounts shall be deposited to the Construction Fund;

(h) \$750,000 shall be contributed to pay for Project Costs relating to the HOT Lanes Project to the extent amount provided under (g) have been fully used and, to the extent not paid earlier, shall be contributed upon the earlier of (i) 63 months following the Closing Date or (ii) Completion of the Project, which amounts shall be deposited to the Revenue Stabilization Reserve Fund;

(i) \$4,485,000 shall be available to pay for Concessionaire-directed change orders during the Work Period and any cost overruns or any other costs reasonably incurred by the Concessionaire to achieve Substantial Completion of the Project in a timely manner, which amounts shall be deposited to the Construction Fund. Any amounts that have not been contributed on or before the Service Commencement Date shall be contributed on such date and deposited to the Revenue Stabilization Reserve Fund; and

(j) \$1,595,883 shall be contributed on or before the date on which the Senior Lien Bonds shall be contributed and/or committed to pay for Project Costs relating to the GP Lanes Project, which shall be used, together with equity contributions made by Transurban DRIVE USA LLC pursuant to an Equity Funding Agreement dated as of the date hereof, to reimburse all documented fees, costs and expenses incurred by the Borrower or its Affiliates in connection with the arranging, negotiation, funding and/or closing of the Senior Bond and the provision of any related credit enhancement. Should such fees, costs and expenses be paid with another source of fund, any unspent amount shall be contributed as per (h) above and, to the extent not

paid earlier, shall be contributed upon the earlier of (i) 60 months following the Closing Date or (ii) Substantial Completion of the Project, which amounts shall be deposited to the Construction Fund.

Section 2.2 Equity Contributions to Fund Swap Liabilities Prior to Issuance of Senior Lien Bonds. Notwithstanding any other provision hereof (i) if any amounts become due and payable by the Borrower to either Pre-Issuance Hedging Bank under any transaction confirmation entered into by the Borrower for the purpose of hedging interest rates in relation to the anticipated issuance of Senior Lien Bonds (the “Pre-Issuance Hedges”), the Fluor Member shall make, or cause to be made through any of its Affiliates, equity contributions to the Borrower or the Pre-Issuance Hedging Banks in an amount equal to the lesser of (1) \$15,000,000 (the “Maximum Swap Equity Contribution”) which Maximum Swap Equity Contribution shall be allocated pro rata between the Pre-Issuance Hedging Banks on the basis of the initial notional amount of their respective Pre-Issuance Hedges (the “Swap Contribution Allocation”) or (2) 10% of all amounts due and payable to the Pre-Issuance Hedging Banks, (ii) unless the Pre-Issuance Hedging Banks have previously provided their express written consent, the Borrower shall not make Equity Contributions pursuant to Section 2.1 in an amount exceeding the Fixed Equity Contribution less the Maximum Swap Equity Contribution prior to the issuance of the Senior Lien Bonds, and (iii) no Senior Lien Bonds shall be issued unless, on or before the date of issuance of the Senior Lien Bonds, with respect to each Pre-Issuance Hedge either (A) such hedge is terminated and any amount owed to the related Pre-Issuance Hedging Bank is paid in full or (B) the Borrower and Pre-Issuance Hedging Bank have entered into an ISDA Master Agreement and Schedule and further agreed that the Pre-Issuance Hedge shall not terminate on or before the issuance of the Senior Lien Bonds but thereafter shall be an Initial Hedge Agreement. In the event that there are insufficient amounts to pay obligations under the Pre-Issuance Hedges to the Pre-Issuance Hedging Banks in full, all available amounts (not to exceed, in respect of each Pre-Issuance Hedging Bank, its Swap Contribution Allocation) shall be applied pro rata to the payment of such amounts. Any payments under this Section 2.2 shall reduce the then unpaid Equity Contributions pursuant to Section 2.1 pro rata according to the amount of each remaining installment. To the extent that the Fluor Member has complied with the provisions of the first sentence of this Section 2.2, it shall have no obligation under this Section 2.2 in relation to any amounts that may become due and payable under any transaction confirmation after the issuance of Senior Lien Bonds.

Section 2.3 Other Payment Terms.

(a) The Fluor Member shall make or cause to be made all payments required hereunder (i) pursuant to Section 2.1 to the Trustee for deposit to the Fund or Funds required by Section 5.2(b) of the Indenture and (ii) pursuant to Section 2.2 to the respective Pre-Issuance Hedging Bank, in either case in Dollars and in immediately available funds not later than 11:00 a.m., New York time, on the date on which such payment is due. Any payment made after such time on any day shall be deemed received on the next Business Day after such payment is received.

(b) If any amounts required to be paid by the Fluor Member under this Agreement remain unpaid after such amounts are due, the Fluor Member shall pay interest on the aggregate, outstanding balance of such amounts from the date due until those amounts are paid in full at the

per annum rate specified as the Maximum Rate in the First Supplemental Indenture or the rate set forth in the related Pre-Issuance Hedge.

(c) Each payment made by the Fluor Member hereunder shall include instructions specifying the applicable Fund or Funds into which such payment is to be deposited in accordance with the terms of this Agreement.

(d) If (i) the entire principal amount of all Outstanding Senior Lien Bonds (together with all accrued and unpaid interest and all other amounts) payable under such Bonds or the entire unpaid principal of the Loan under the Initial Senior Loan Agreement has been declared immediately due and payable as a result of an Event of Default, or (ii) the Amended and Restated Comprehensive Agreement is terminated prior to the Service Commencement Date, the Trustee (at the direction of the Instructing Controlling Party) shall be entitled, with the giving of written notice to the Fluor Member, to accelerate the obligation of the Fluor Member to pay the Equity Contributions, which payments shall be made at such times and in such amounts as instructed by the Trustee (at the direction of the Instructing Controlling Party).

ARTICLE III

OBLIGATIONS UNCONDITIONAL

The obligation of the Fluor Member hereunder to make the Equity Contributions is absolute and unconditional and shall not be affected by (i) any default by the Borrower or the Issuer in the performance or observance of any of its agreements or covenants under any of the Finance Documents, (ii) the occurrence of any Bankruptcy Related Event, or (iii) the execution, delivery or performance by the Borrower or the Issuer of, or the exercise of any remedies of the Trustee or any of the Secured Parties under, the Finance Documents or any other agreement. The obligations of the Fluor Member hereunder shall not be subject to any abatement, reduction, limitation, impairment, termination, setoff, defense, counterclaim or recoupment whatsoever or any right to any thereof, and shall not be released, discharged or in any way affected by any reorganization, arrangement, compromise, settlement, release, modification, amendment (whether material or otherwise), waiver or termination of any or all of the obligations, conditions, covenants or agreements of any Person in respect of any of the Finance Documents or the Pre-Issuance Hedges, or by the occurrence of any breach or default or the omission of any action, under or referred to in any of the Finance Documents or the Pre-Issuance Hedges, or any modification of, or lack of priority or perfection of, or exercise of remedies with respect to any security for, or by any lack of validity or enforceability of, any of the Finance Documents or Pre-Issuance Hedges, whether or not the Fluor Member shall have notice or knowledge of any of the foregoing, or, to the fullest extent permitted by applicable law, by any other circumstances whatsoever which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE FLUOR MEMBER

The Fluor Member makes the representations and warranties set forth below as of the date hereof:

(a) The Fluor Member is a limited liability company duly formed and validly existing under the laws of Delaware. The Fluor Member has full organizational power and authority and possesses all government authorizations and approvals required for the Fluor Member to carry on its business as now conducted and to enter into and perform its obligations under this Agreement.

(b) The Fluor Member has taken all necessary action to authorize its execution and delivery of this Agreement and the performance of its obligations under this Agreement.

(c) This Agreement has been duly executed and delivered by the Fluor Member and constitutes the legal, valid and binding obligation of the Fluor Member, enforceable against it in accordance with the terms hereof and thereof, subject to applicable bankruptcy, insolvency and other similar laws affecting creditors' rights generally and subject to general equitable principles.

(d) All governmental authorizations and actions necessary in connection with the execution and delivery by it of this Agreement and the performance of its obligations hereunder have been obtained or performed and remain valid and in full force and effect.

(e) Execution, delivery and performance of this Agreement by the Fluor Member (i) do not and will not contravene any provisions of its limited liability company agreement, or any law, rule, regulation, order, judgment or decree applicable to or binding on the Fluor Member or any of its properties, (ii) do not and will not contravene, or result in any breach of or constitute any default under, any agreement or instrument to which the Fluor Member is a party or by which the Fluor Member or any of its properties may be bound or affected, or (iii) do not and will not require the consent of any Person under any existing law or agreement which has not already been obtained.

(f) There is no pending or, to the best of the Fluor Member's knowledge, threatened, action or proceeding affecting the Fluor Member before any court, governmental agency or arbitrator that could reasonably be expected to materially and adversely affect the financial condition, results of operations or business of the Fluor Member or the ability of the Fluor Member to perform its obligations under this Agreement.

(g) The Fluor Member possesses all franchises, certificates, licenses, permits and other governmental authorizations and approvals necessary for it to own its properties, conduct its business as now being conducted and perform its obligations under this Agreement.

(h) The Fluor Member owns 10% of the outstanding membership interests in Capital Beltway Express LLC, a Delaware limited liability company.

ARTICLE V

COVENANTS OF THE FLUOR MEMBER

The Fluor Member agrees that:

(a) It will maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement, and it will obtain any consents that may become necessary in the future.

(b) It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement.

(c) Subject to applicable Law and the Limited Liability Company Agreement, it will take all appropriate action, including the exercise of voting rights as a member of the Borrower, to ensure that the Borrower complies with its obligations under the Finance Documents.

(d) It will not take any action that would authorize the Borrower to enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself, or suffer any liquidation or dissolution, or convey, sell, lease, assign, transfer or otherwise dispose of all or substantially all of its property, assets or business, whether now owned or hereafter acquired.

(e) It will deliver the following information to the Trustee:

(i) As soon as available, but no later than sixty (60) days after the end of the first, second and third quarterly periods of each fiscal year of the Borrower, the unaudited income statement and balance sheet of the Borrower as of the end of such period and the related unaudited statements of operations and changes in member capital and of cash flow of the Borrower for such period and for the portion of the fiscal year through the end of such period, setting forth in each case in comparative form the figures for the previous period, certified by the chief executive officer or chief financial officer of the Borrower or an Authorized Representative of the Borrower as fairly stating in all material respects the financial condition of the Borrower as at the end of such period and the results of its operations and its cash flows for such period (subject to normal year-end audit adjustments);

(ii) as soon as available, but no later than 120 days after the end of each fiscal year of the Borrower and Fluor Corporation, a copy of the audited income statement and balance sheet of such Person as of the end of such fiscal year and the related audited statements of operations, changes in member capital and of cash flow of such Person for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified without a “going concern” or like qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm of national standing selected by such Person and which is reasonably acceptable to the Trustee (at the direction of the Instructing Controlling Party); and

(iii) any other financial information reasonably requested by the Trustee in

connection with the performance of the Fluor Member's obligations under this Agreement.

All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein).

ARTICLE VI

TERMINATION

This Agreement shall automatically terminate on the earlier to occur of (a) the date on which all Equity Contributions of the Fluor Member under this Agreement shall have been made and (b) the date on which all amounts payable under the Finance Documents have been irrevocably paid in full (whether at maturity or upon redemption or acceleration or otherwise); provided, that this Agreement shall not terminate prior to the termination of the Pre-Issuance Hedges and the payment of amounts due the Pre-Issuance Hedging Banks thereunder.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Amendments and Waivers.

(a) This Agreement, or any term hereof may not be amended, supplemented, waived or otherwise modified except in accordance with the provisions of this Section 7.1. With the written consent of the Instructing Controlling Party, the Trustee may, from time to time, (i) enter into with the Borrower and/or the Fluor Member written amendments, supplements or modifications hereto for the purpose of adding any provisions to this Agreement or changing in any manner the rights of the Trustee, the Borrower or the Fluor Member hereunder or (ii) waive, on such terms and conditions as the Trustee (as directed by the Instructing Controlling Party) may specify in such instrument, any of the requirements of this Agreement or the consequences thereof; provided, however, that no such amendment, supplement or modification and no such waiver shall (i) reduce the amount or extend the scheduled date of contribution of any Equity Contribution, without the consent of the Instructing Controlling Party affected thereby or (ii) amend, modify or waive any provision of this Section 7.1, or consent to the assignment or transfer by the Fluor Member of any of its rights and obligations under this Agreement, in each case without the written consent of the Instructing Controlling Party; provided further that no amendment, supplement or modification hereto or any waiver hereof that would have a material adverse effect on the rights of any Pre-Issuance Hedging Bank herein shall take effect without the prior written consent of each such Pre-Issuance Hedging Bank.

(b) No delay or failure to exercise any right, power or privilege accruing to the Trustee or the Pre-Issuance Hedging Banks under this Agreement shall impair any such right, power or privilege nor shall it be construed to be a waiver thereof. No single or partial exercise of any right, power or privilege under this Agreement shall preclude any other or further exercise

thereof or the exercise of any other right, power or privilege. All remedies hereunder are cumulative and are not exclusive of any other remedies that may be available to the Trustee or the Pre-Issuance Hedging Banks, as applicable, whether at law, in equity, or otherwise.

Section 7.2 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered by hand or, in the case of notice given by mail, private courier, overnight delivery service or facsimile, when received, addressed as follows, or to such other address as may be hereafter notified in accordance with this Section 7.2 by the respective parties hereto:

The Borrower:

The President
Capital Beltway Express LLC
565 5th Avenue, 18th Floor
New York, NY, 10017
Telephone: 646-278-0870
Facsimile: 646-278-0839

with a copy to:

The Vice-President, Development
Capital Beltway Express LLC
1421 Prince Street, Suite 200
Alexandria, VA, 23231
Telephone: 571-527-2050
Facsimile: 571-527-2060

The Trustee:

Wells Fargo Bank, N.A.
Four Gateway Center, Suite 1400
444 Liberty Avenue
Pittsburgh, PA 15222
Attention: Corporate, Municipal and Escrow Solutions
Telephone: 412-454-4612
Facsimile: 412-454-4610

The Fluor Member:

Fluor Enterprises, Inc.
100 Fluor Daniel Drive
Greenville, SC 29607
Attention: Richard A. Fierce
Managing General Counsel
Telephone: 864-281-8096

Facsimile: 864-281-6868

The Pre-Issuance Hedging Banks:

Goldman Sachs Capital Markets, L.P.
85 Broad Street
New York, New York 10004
Attention: Swap Administration
Telephone No.: 212-902-1000
Facsimile No.: 212-902-5692

and

IFU Loans Administration
DEPFA BANK plc
623 5th Avenue 22nd Floor
NY NY 10022
Telephone: +353-1-792-2374
Facsimile: +353-1-792-2164
ifuloansadministration@depfa.com

Section 7.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Fluor Member, the Borrower, the Pre-Issuance Hedging Banks (only so long as obligations remain in effect pursuant to Section 2.2) and the Trustee and their respective successors and assigns; provided, however, that neither the Fluor Member nor the Borrower may assign or transfer any of their respective rights or obligations under this Agreement without the written consent of the Trustee (acting at the direction of the Instructing Controlling Party) and that the Trustee shall have the exclusive right to enforce the obligations of the Fluor Member hereunder after the occurrence and during the continuance of an Event of Default; provided further that, prior to the issuance of the Senior Lien Bonds, (i) neither the Fluor Member nor the Borrower may assign or transfer any of their respective rights or obligations under this Agreement without the written consent of the Pre-Issuance Hedging Banks (insofar as such rights relate to or would affect the Pre-Issuance Hedging Banks rights under Section 2.2) and (ii) the Pre-Issuance Hedging Banks shall have the exclusive right to enforce the obligations of the Fluor Member hereunder (insofar as such rights relate to or would affect the Pre-Issuance Hedging Banks rights under Section 2.2).

Section 7.4 Conflicts. In case of any conflict or inconsistency between this Agreement and any other agreement to which the Fluor Member is a party with respect to the obligations of the Fluor Member as provided herein, this Agreement shall control.

Section 7.5 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the law of the State of New York.

Section 7.6 Submission To Jurisdiction; Waiver of Jury Trial.

(a) The Fluor Member hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive jurisdiction of the courts of the State of New York, the courts of the United States of America for the Southern District of New York, and appellate courts from any thereof;

(ii) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(iii) agrees that nothing herein shall affect the right to effect service of process in any manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(b) THE FLUOR MEMBER, THE BORROWER, THE PRE-ISSUANCE HEDGING BANKS AND THE TRUSTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

Section 7.7 Severability. Any provision of this Agreement (other than Sections 2.1 and 2.2) which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 7.8 Limitation of Recourse. The Fluor Member shall have no other obligations or liabilities under any other Finance Document other than the obligations or liabilities set forth in the Pledge Agreement relating to the pledge of its membership interests in the Borrower and in this Agreement.

Section 7.9 Headings. The table of contents and the headings of Articles, Sections, Exhibits and Schedules have been included herein for convenience only and should not be considered in interpreting this Agreement.

Section 7.10 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be maintained by the Fluor Member, Borrower, the Pre-Issuance Hedging Banks and the Trustee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Fluor Member, the Borrower, the Pre-Issuance Hedging Banks and the Trustee have caused this EQUITY FUNDING AGREEMENT to be duly executed and delivered as of the day and year first written above.

FLUOR ENTERPRISES, INC.

By: _____
Name:
Title:

CAPITAL BELTWAY EXPRESS LLC

By: _____
Name:
Title:

WELLS FARGO BANK, N.A.,
as Trustee

By: _____
Name:
Title:

**GOLDMAN SACHS CAPITAL MARKETS,
L.P.,**
By: Goldman Sachs Capital Markets, LLC, its
general partner

By: _____
Name:
Title:

DEPFA BANK plc

By: _____
Name:
Title:

By: _____
Name:
Title:

ANNEX A

Date	Funding of Senior Debt Service Reserve
31-Mar-2010	\$0.00
30-Apr-2010	\$218,508.05
31-May-2010	\$501,143.23
30-Jun-2010	\$489,483.98
31-Jul-2010	\$498,072.94
31-Aug-2010	\$447,697.56
30-Sep-2010	\$464,042.60
31-Oct-2010	\$45,618.23
30-Nov-2010	\$44,034.06
31-Dec-2010	\$45,360.18
31-Jan-2011	\$45,239.06
28-Feb-2011	\$40,786.37
31-Mar-2011	\$130,750.91
30-Apr-2011	\$348,474.53
31-May-2011	\$351,830.31
30-Jun-2011	\$317,781.95
31-Jul-2011	\$292,358.55
31-Aug-2011	\$259,750.36
30-Sep-2011	\$262,317.29
31-Oct-2011	\$44,101.06
30-Nov-2011	\$42,569.11
31-Dec-2011	\$43,849.99
31-Jan-2012	\$43,614.13
29-Feb-2012	\$40,710.91
31-Mar-2012	\$43,370.18
30-Apr-2012	\$41,863.96
31-May-2012	\$43,123.31
30-Jun-2012	\$41,625.55
31-Jul-2012	\$100,916.90
31-Aug-2012	\$153,693.72
30-Sep-2012	\$122,262.20
31-Oct-2012	\$42,509.20
30-Nov-2012	\$41,032.47
31-Dec-2012	\$42,266.37
31-Jan-2013	\$42,267.14
28-Feb-2013	\$38,107.51
31-Mar-2013	\$84,773.13
30-Apr-2013	\$0.00
Total	\$5,855,907.00

Form of Capital Call Notice

[INSERT DATE]

VIA FACSIMILE & OVERNIGHT MAIL

Transurban DRIVE USA LLC
Level 43, 405 Lexington Avenue
New York, NY 10017
Telephone: (646) 278-0870
Facsimile: (646) 278-0839
Attention: [_____]

Ladies and Gentlemen:

Pursuant to Section 4.02 of the Limited Liability Company Agreement, dated as of December _____, 2007, by and among Transurban DRIVE USA LLC, a Delaware limited liability company, and Fluor Enterprises, Inc., a Delaware corporation (the "LLC Agreement"), the undersigned, as duly authorized representative of Capital Beltway Express LLC, hereby requires you to disburse the amount of \$_____ by wire transfer of immediately available funds to the account set forth on Schedule [●] attached hereto[, which funds shall be used for the following purposes: _____].

CAPITAL BELTWAY EXPRESS LLC

By: _____
Name:
Title:

Initial Approved Annual Plan and Budget

See Attached

Capital Beltway Express LLC
Exhibit E - Initial Budget for FY2008 & FY2009

Item	Description	FY2008 - Dec-07 to Jun-08				FY2009 - Jul-08 to Jun-09			
		Labor	Subcontract	Other	Totals	Labor	Subcontract	Other	Totals
A.	Management and Delivery Team	512,502			512,502	1,025,004			1,025,004
B.	Indirect Costs								
	Building and Consumables			49,998	49,998			99,996	99,996
	Guarantees / Security			-	-			-	-
	Audit & Quality Control Services		75,000		75,000		150,000		150,000
	Financial Services		75,000		75,000		150,000		150,000
	Insurance Premium			75,000	75,000			150,000	150,000
	Independent Verifier & Certifier		676,878		676,878		1,196,718		1,196,718
	Support Costs (Internal or External Specialists)	192,498	82,500		274,998	384,996	165,000		549,996
	Other Business Costs	-	-	49,998	49,998	-	-	99,996	99,996
	Subtotal B. Indirect Costs	192,498	909,378	174,996	1,276,872	384,996	1,661,718	349,992	2,396,706
C-1.	Roadside Operations								
	Routine Maintenance	-	-	-	-	-	-	-	-
	Incident Response	-	-	-	-	-	-	-	-
	HOT / GP Pylon Separation Maintenance	-	-	-	-	-	-	-	-
	Snow & Ice Removal	-	-	-	-	-	-	-	-
	Subtotal C-1. Roadside Operations	-	-	-	-	-	-	-	-
C-2.	Tolling System and Support		240,054		240,054		704,682		704,682
D.	Virginia State Troopers Costs		-		-		-		-
E.	Fixed Business Costs								
	Web Support	-	-	-	-	-	-	-	-
	Customer Queries - HOT Lanes	-	-	-	-	-	-	-	-
	Tag Costs	-	-	-	-	-	-	-	-
	Subtotal E. Fixed Business Costs	-	-	-	-	-	-	-	-
F.	Variable Business Costs								
	VDOT CSC Processing Fees	-	-	-	-	-	-	-	-
	Other transaction based fees	-	-	-	-	-	-	-	-
	Subtotal F. Variable Business Costs	-	-	-	-	-	-	-	-
G.	Traffic Management System (TMS) Support								
	Support & Upgrade Costs	-	-	-	-	-	-	-	-
	HOT OC - Equipment Maintenance & Repair	-	-	-	-	-	-	-	-
	Subtotal G. Traffic Management System (TMS) Support	-	-	-	-	-	-	-	-
H.	TMS Field Maintenance Repair								
	Field Repair	-	-	-	-	-	-	-	-
	Vehicle Occupancy Detection (VOD)	-	-	-	-	-	-	-	-
	Subtotal H. TMS Field Maintenance Repair	-	-	-	-	-	-	-	-
I.	Other Items								
	Annual Asset Audit Review	-	-	-	-	-	-	-	-
	Spare Parts Replenishment	-	-	-	-	-	-	-	-
	Back Office Support	-	-	-	-	-	-	-	-
	TMS services & consumables	-	-	-	-	-	-	-	-
	Tolling system services & consumables	-	-	-	-	-	-	-	-
	Subtotal I. Other Items	-	-	-	-	-	-	-	-
J.	Customer Education & Community Liaison	-	750,000	-	750,000	-	1,500,000	-	1,500,000
	Total Costs	705,000	1,899,432	174,996	2,779,428	1,410,000	3,866,400	349,992	5,626,392

SCHEDULE F

Managers

Managers Named by DRIVE

1. Michael John Kulper
2. Kenneth Frederick Daley
3. James Christopher Brant

Managers Named by Fluor

1. George Biediger