

**AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMPREHENSIVE  
AGREEMENT RELATING TO THE ROUTE 495 HOT LANES IN VIRGINIA  
PROJECT**

This **AMENDMENT NO. 1 TO THE AMENDED AND RESTATED COMPREHENSIVE AGREEMENT RELATING TO THE ROUTE 495 HOT LANES IN VIRGINIA PROJECT** (this "Amendment") is made and entered into as of April 30, 2014 by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION (the "Department"), an agency of the Commonwealth of Virginia, the address of which Department is 1401 East Broad Street, Richmond, Virginia 23219; and CAPITAL BELTWAY EXPRESS LLC, a Delaware limited liability company (the "Concessionaire"), the address of which is 6640 General Green Way, Alexandria, Virginia 22312.

**RECITALS**

**WHEREAS**, the Department and the Concessionaire entered into the Amended and Restated Comprehensive Agreement Relating to the Route 495 HOT Lanes in Virginia Project, dated as of December 19, 2007 (the "ARCA"), pursuant to which the Department has granted to the Concessionaire the right to develop and operate the Project (as more specifically defined and described in the ARCA); and

**WHEREAS**, the Department and the Concessionaire desire to amend and clarify their respective rights and obligations under the ARCA, under the terms set forth in this Amendment.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meanings assigned to such term in the ARCA.

2. Amendments to Section 8.13 (Snow and Ice Removal).

(a) Section 8.13(a) of the ARCA shall be deleted and replaced with the following paragraph:

"Beginning as of the date of this Amendment and subject to Section 8.13(c), the Department shall, at its own cost and expense, provide snow and ice removal services on the HOT Lanes at a comparable level of service to that it provides on the GP Lanes; *provided*, that within 30 days of the date of this Amendment the Concessionaire shall pay to the Department a fee of \$500,000 to reimburse the Department for snow and ice removal services provided for the HOT Lanes between the Service Commencement Date and the date of this Amendment."

(b) Section 8.13(c) of the ARCA shall be amended by deleting the second sentence and replacing it with the following sentence:

“The Concessionaire shall provide at least 30 days written notice to Department if such services are to be performed by any such other contractor.”

3. Amendment to Section 20.04 (Notices). The Concessionaire’s address for purposes of receiving notices pursuant to Section 20.04 of the ARCA is hereby amended to read as follows:

“If to the Concessionaire:

Capital Beltway Express LLC  
6640 General Green Way  
Alexandria, VA 22312  
Attention: Group General Manager  
Telephone: 571-419-6100  
Facsimile: 571-419-6101

With copies to:

Capital Beltway Express LLC  
6640 General Green Way  
Alexandria, VA 22312  
Attention: Legal Counsel”

4. No Modification. This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision of the ARCA.

5. Governing Law. This Amendment shall be governed and construed in accordance with the laws of the State. Venue for any legal action arising out of this Amendment shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.

6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have executed this Amendment as of the date first written above.

**VIRGINIA DEPARTMENT OF TRANSPORTATION,**  
an agency of the Commonwealth of Virginia

By: \_\_\_\_\_  
Charles A. Kilpatrick, P.E.  
Commissioner of Highways

**CAPITAL BELTWAY EXPRESS LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Jennifer Aument  
President

[Amendment No. 1 to Amended and Restated Comprehensive Agreement]

