
AMENDMENT NO. 1

TO

OPERATING AND SUPPORT SERVICES AGREEMENT

FOR

THE I-95 HOV/HOT LANES PROJECT

BETWEEN

95 EXPRESS LANES LLC,
a Delaware limited liability company

AND

TRANSURBAN (USA) OPERATIONS INC.,
a Delaware corporation

Dated as of December 9, 2014

AMENDMENT NO. 1 TO OPERATING AND SUPPORT SERVICES AGREEMENT FOR THE I-95 HOV/HOT LANES PROJECT, dated as of December 9, 2014 (this "Amendment"), entered into between 95 Express Lanes LLC, a Delaware limited liability company (the "Concessionaire"), and Transurban (USA) Operations Inc., a Delaware corporation (the "Operating Company").

WITNESSETH:

WHEREAS, Capital Beltway Express LLC ("CBE") has entered into the Amended and Restated Comprehensive Agreement Relating to the Route 495 Hot Lanes in Virginia Project, dated as of December 19, 2007 (as amended, supplemented or otherwise modified from time to time, the "ARCA"), with the Virginia Department of Transportation ("VDOT"), pursuant to which it is operating the Route 495 HOT Lanes in Virginia Project (the "Beltway Project");

WHEREAS, the Concessionaire has entered into the Comprehensive Agreement Relating to the I-95 HOV/HOT Lanes Project, dated as of July 31, 2012 (the "CA" and, together with the ARCA, the "Comprehensive Agreements"), with VDOT, pursuant to which it is causing to be constructed and will operate the I-95 HOV/HOT Lanes Project (the "I-95 Project" and, together with the Beltway Project, the "HOT Lanes Projects");

WHEREAS, CBE and the Concessionaire have entered into the Shared Facilities Agreement, dated as of July 31, 2012, as amended by Amendment No. 1 to the Shared Facilities Agreement, dated as of December 9, 2014 (as further amended, the "SFA");

WHEREAS, the Concessionaire and the Operating Company have entered into an Operating and Support Services Agreement for I-95 HOV/HOT Lanes Project, dated as of July 31, 2012 (the "OSSA"); and

WHEREAS, pursuant to Sections 3.07 and 15.12 of the OSSA, the Concessionaire and the Operating Company desire to make certain amendments to the OSSA to permit the Shared Facilities Operator to institute and operate an integrated toll violation billing system as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, each of the Concessionaire and the Operating Company hereby covenants and agrees as follows:

SECTION 1. *Definitions and Interpretation.*

(a) Capitalized terms used but not defined herein shall have the respective meanings set forth in Article 1 and Exhibit A of the OSSA.

(b) The rules of construction and interpretation set forth in Section 15.09 of the OSSA shall apply mutatis mutandis to this Amendment as if expressly set forth herein.

SECTION 2. *Amendments to the OSSA.*

(a) Effective as of the date hereof, Section 3.06 of the OSSA shall be amended by inserting the following at the end thereof:

“(j) Integrated Toll Violation Billing System. (i) The Operating Company, as Shared Facilities Operator (as defined in the Shared Facilities Agreement) with respect to the HOT Lanes Projects, shall cause to be instituted and operated an integrated toll violation billing system (the “ITBS”) among the HOT Lanes Projects.

(ii) To institute and operate the ITBS, the Operating Company, as Shared Facilities Operator (as defined in the Shared Facilities Agreement) with respect to the HOT Lanes Projects, shall at least once every twenty (20) days or within one (1) Business Day after a HOT Lanes Project’s allocable portion of the toll violations revenue of the balance of the Consolidated Toll Violation Revenue Account (after taking into account any amounts deposited on such date of determination) equals \$250,000, cause such HOT Lanes Project’s allocable portion of the toll violations revenue to be withdrawn from the Consolidated Toll Violation Revenue Account and deposited into such HOT Lanes Project’s “Revenue Account”, “Revenue Fund” or equivalent pursuant to the Financing Documents in accordance with protocols for allocation of toll violations revenue in the Consolidated Toll Violation Revenue Account as determined by the Designated Representatives (as defined in the Shared Facilities Agreement).

(iii) (A) As required by the Bank Agent as Instructing Controlling Party, the Operating Company, as Shared Facilities Operator (as defined in the Shared Facilities Agreement), shall cause the segregated deposit account to be maintained in CBE’s name (the “Consolidated Toll Violation Revenue Account”), subject to an account control agreement in form and substance satisfactory to the CBE Trustee (at the direction of the Instructing Controlling Party) (the “Control Agreement”) and pursuant to the Shared Facilities Agreement and its respective operating and support services agreement, CBE has agreed to hold all funds from time to time deposited therein that are allocable to the Concessionaire in trust for the Concessionaire. CBE has further agreed to execute and deliver, and to cause the counterparties to the Control Agreement to execute and deliver, such amendments, consents and other documents that are required so that the Shared Facilities Operator has the right to direct the disposition of funds from the Consolidated Toll Violation Revenue Account without further direction from CBE, subject to the control of the CBE Trustee under the Amended and Restated Master Indenture of Trust, dated as of June 1, 2008, between the Capital Beltway Funding Corporation of Virginia, as issuer, and Wells Fargo Bank, National Association, as trustee (the “CBE Trustee”), as amended, supplemented and otherwise modified from time to time.

(B) To the extent the Consolidated Toll Violation Revenue Account bears interest, all interest earnings shall be allocated to each HOT Lanes Project pro rata to its respective allocable portion of the toll violations revenue of the balance of the Consolidated Toll Violation Revenue Account for any calculation period.

(iv) The Concessionaire hereby acknowledges and agrees that, for purposes of the ITBS (and not otherwise), its assets may be commingled in the Consolidated Toll Violation Revenue Account with the assets of each other Party.”

SECTION 3. *Waiver.*

Pursuant to Section 15.06 of the OSSA, the Concessionaire hereby waives the requirements under Section 6.02 of the OSSA with respect to any Third-Party Agreements to be entered into by the Operating Company for purposes of establishing and maintaining the Consolidated Toll Violation Revenue Account (as defined in Section 2).

SECTION 4. *Effect on the OSSA and Other Project Agreements.*

(a) Except as specifically amended above, the OSSA and the other Project Agreements shall remain in full force and effect and are hereby ratified and confirmed.

(b) The execution, delivery, and effectiveness of this Amendment shall be limited precisely as written and, except as expressly provided herein, shall not be deemed to (i) be a consent to any waiver or modification of any other term or condition of the OSSA or any of the instruments or documents referred to therein; (ii) create, or be evidence of, alone or taken with any consent to, waiver or modification of, or other amendment of the provisions of the OSSA or any of the instruments or documents referred to therein, a course of conduct; or (iii) prejudice any right or rights that either the Concessionaire or the Operating Company may now have or may have in the future under or in connection with the OSSA or any of the instruments or documents referred to therein.

SECTION 5. *Governing Law.* This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia applicable to contracts executed and to be performed within the Commonwealth of Virginia. The Parties irrevocably waive the right to a jury trial with respect to any matter arising under or with respect to this Amendment.


SECTION 6. *Integration.* This Amendment, including, without limitation, the agreements referred to herein, embodies the entire understanding of the Parties and supersedes all prior negotiations, understandings, and agreements between them with respect to the subject matter hereof. The provisions of this Amendment may be waived, supplemented, or amended only by an instrument in writing signed by the parties hereto.

SECTION 7. *Counterparts.* This Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its authorized representative as of the date first above written.

95 EXPRESS LANES LLC

By: 
Name: MICHAEL BJEWETT
Title: MANAGER

TRANSURBAN (USA) OPERATIONS INC.

By: Nic Barr

Name: **NIC BARR**

Title: **AUTHORIZED REPRESENTATIVE**