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**AMENDMENT NO. 2**  
**TO**  
**SHARED FACILITIES AGREEMENT**

**BY AND BETWEEN**

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

**AND**

**95 EXPRESS LANES LLC,**  
**a Delaware limited liability company**

**Dated as of March 1, 2022**

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**AMENDMENT NO. 2 TO SHARED FACILITIES AGREEMENT**, dated as of March 1, 2022 (this “Amendment”), entered into between Capital Beltway Express LLC, a Delaware limited liability company (the “CBE”), and 95 Express Lanes LLC, a Delaware limited liability company (the “95 Express”).

**WITNESSETH:**

**WHEREAS**, CBE has entered into the Second Amended and Restated Comprehensive Agreement Relating to the Route 495 Hot Lanes in Virginia Project, dated as of September 30, 2021 (as amended, supplemented and otherwise modified from time to time, the “ARCA”), with the Virginia Department of Transportation (“VDOT”), pursuant to which it is causing to be constructed, and is operating and will operate, the HOT Lanes Project as defined therein (the “Beltway Project”);

**WHEREAS**, 95 Express has entered into the Second Comprehensive Agreement Relating to the I-95/395 HOV/HOT Lanes Project, dated as of April 18, 2019 (as amended, supplemented and otherwise modified from time to time, the “CA” and, together with the ARCA, the “Comprehensive Agreements”), with VDOT, pursuant to which it is causing to be constructed, and is operating and will operate, the Project as defined therein (the “I-95 Project” and, together with the Beltway Project, the “HOT Lanes Projects”);

**WHEREAS**, CBE and 95 Express 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 as amended, supplemented or otherwise modified from time to time, the “SFA”);

**WHEREAS**, pursuant to Sections 4.1.1, 4.2.1 and 7.1 of the SFA, CBE and 95 Express made certain amendments to the SFA via Amendment No.1 to the SFA, dated as of December 9, 2014; and

**WHEREAS**, pursuant to Section 7.1 of the SFA, CBE and 95 Express desire to make certain further amendments to the SFA in connection with the consolidated toll violation revenue account.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements contained herein, each of CBE and 95 Express 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 Section 1.1 of the SFA.

(b) The rules of interpretation set forth in Section 1.2 of the SFA shall apply mutatis mutandis to this Amendment as if expressly set forth herein.

**SECTION 2. *Amendments to the SFA.***

(a) Effective as of the date hereof, Section 4.1.8(c)(i) of the SFA shall be amended and restated as follows:

“4.1.8 Integrated Toll Violation Billing System.

...

(c) (i) As required by CBE’s Lenders, CBE 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 collateral agent or trustee (as applicable) acting on behalf of CBE’s Lenders (a “Control Agreement”) and CBE hereby agrees to hold all funds from time to time deposited therein that are allocable to 95 Express in trust for 95 Express, as applicable. CBE shall execute and deliver, and shall cause the counterparties to such 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 collateral agent or trustee (as applicable) acting on behalf of CBE’s Lenders pursuant to the Beltway Financing Documents, each as amended or otherwise modified from time to time.

(b) Effective as of the date hereof, the final sentence of Section 7.1 of the SFA shall be deleted in its entirety.

**SECTION 3. *Beltway Project Lender Approval.***

Pursuant to Section 7.1 of the SFA, CBE hereby certifies to 95 Express that it has obtained approval from its Lenders to the extent required with respect to this Amendment.

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

(a) Except as specifically amended above, the SFA and the other Project Agreements (as defined in the Comprehensive 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 SFA 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 SFA or any of the instruments or documents referred to therein, a course of conduct; or (iii) prejudice any right or rights that either CBE or 95 Express may now have or may have in the future under or in connection with the SFA or any of the instruments or documents referred to therein.

**SECTION 5. *Governing Law; Waiver of Jury Trial.*** 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.

**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.

**CAPITAL BELTWAY EXPRESS LLC**

By:   
Name: Pierce R. Coffee  
Title: President

**95 EXPRESS LANES LLC**

By:   
Name: Pierce R. Coffee  
Title: President