EXHIBIT Z

EARLY WORK PAYMENT TERMS

Section 1 Department Payments and Adjustments

Upon the Developer incurring Early Work costs and only after satisfying the conditions of Section 8.02(e) of the Agreement, the Department will make SIB Loan draws in accordance with the terms in this Agreement.

Section 2 Early Work Disbursement Requests

An Early Work Disbursement Request, as described herein, constitutes a request for disbursement of SIB Loan draws.

The Developer will submit an Early Work Disbursement Request to the Department at a frequency not to exceed once every month of an Agreement Year. The Developer will submit each Early Work Disbursement Request no earlier than three Days following the end of each calendar month from the receipt of the Limited Notice to Proceed. The Early Work Disbursement Request will be comprised of a certificate ("Early Work Disbursement Request Certificate") signed by the Authorized Representative of the Developer, in the form attached as Attachment 1, and the following information attached thereto:

- (a) Department assigned contract number and title;
- (b) Invoice number (numbered consecutively starting with "1");
- (c) Period covered by the Early Work Disbursement Request;
- (d) Progress report on the activities performed during the period covered by the Early Work Disbursement Request;
 - (e) Funding amount requested in the Early Work Disbursement Request;
- (f) Detailed list of Design-Build Contract costs incurred that will be funded with the amount requested in the Early Work Disbursement Request, including invoices and other documentation supporting such costs;
- (g) Calculation demonstrating that the SIB Loan draw amount requested in the Early Work Disbursement Request, when aggregated with all other SIB Loan draw amounts previously disbursed to the Developer by the Department pursuant to this Exhibit Z of the Comprehensive Agreement, does not exceed \$24,021,233, and computing the total cumulative amount of the SIB Loan disbursed to date;
- (h) Certificate of lien and claim waiver, in the case of the Design-Build Contractor, in the form attached as [Exhibit B] or [Exhibit D] to the Design-Build Contract, as applicable,

signed by the Design-Build Contractor with respect to Work performed by the Design-Build Contractor for which payment was received under the previous Early Work Disbursement Request, or, in the case of another Prime Contractor, substantially in the form attached as Attachment-2, signed by each Prime Contractor performing Work for which payment was received under the previous Early Work Disbursement Request;

- (i) Affidavit submitted by each Prime Contractor certifying that Davis-Bacon wages for which payment was received under the previous Early Work Disbursement Request have been paid in accordance with the Federal Requirements and Exhibit S of the Agreement; and
- (j) Letter signed by the Developer certifying that the amounts requested under the Early Work Disbursement Request are eligible for reimbursement from federal-aid funds.

Section 3 Review and Approval of Early Work Disbursement Request; Payment by the Department

- (a) The Department and the Developer acknowledge and agree that the Early Work Disbursement Request is a submission requiring an approval for purposes of <u>Section 10.05</u> of the Agreement.
- (b) Within 30 Days after approval by the Department of an Early Work Disbursement Request in compliance with <u>Section 3</u> of this <u>Exhibit Z</u>, the Department will pay such amount to or to the order of the Developer.
- (c) Unless otherwise provided under this Agreement, SIB Loan draws shall not exceed \$24,021,233.
- (d) If the Department determines that any portion of the Early Work Disbursement Request is not eligible for payment pursuant hereto, the Department may reject the requested funds corresponding to such portion of the Early Work Disbursement Request. The Department will notify the Developer for the reasons of such rejection, however will pay undisputed amounts to the Developer within 30 Days after such approval. Any rejected amounts will be available in a subsequent Early Work Disbursement Request if the reasons for rejection are remedied.

Section 4 No Waiver

No approvals by the Department, or payments or disbursements by the Department, will be construed as an acceptance of any Work that is not in accordance with the requirements of the Agreement.

ATTACHMENT 1

EARLY WORK DISBURSEMENT REQUEST CERTIFICATE

In accordance with Exhibit Z of the Comprehensive Agreement dated as of [•] (the "Comprehensive Agreement"), between the Virginia Department of Transportation (the "Department") and I-66 Express Mobility Partners LLC (the "Developer"), the Developer hereby submits to the Department this Early Work Disbursement Request, dated as of the date set forth below. Capitalized terms used but not defined herein shall have the meanings given to them in the Comprehensive Agreement.

The Developer hereby requests a draw from the SIB Loan in the aggregate amount of: \$ _____ (such amount, the "Requested Early Work Disbursement").

In connection with such request, the Developer hereby certifies to the Department as follows:

- (a) The SIB Loan draw amount of the Requested Early Work Disbursement, when aggregated with all other SIB Loan amounts previously disbursed to the Developer by the Department pursuant to $\underline{\text{Exhibit } Z}$ of the Comprehensive Agreement, does not exceed \$24,021,233.
- (b) Attached hereto are all documents required by <u>Section 2</u> of <u>Exhibit Z</u> of the Comprehensive Agreement to support its request for payment, and the Developer hereby certifies to the Department that such documents are true, complete and correct in all material respects.
- (c) The Work associated with this Early Work Disbursement Request has been performed and furnished in compliance with the requirements of the Agreement and constitutes Early Work only.
- (d) The amount specified in this Early Work Disbursement Request has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous Early Work Disbursement Request (unless disputed or rejected for payment) and is not the subject of any pending Early Work Disbursement Request from the Developer.
- (e) As of the date of this Early Work Disbursement Request, neither the Design-Build Contractor nor any other Contractor performing the Early Work that has a direct Contract with the Developer (collectively, "Prime Contractors") for which payment is sought under the Early Work Disbursement Request is barred or suspended from providing goods or services to any Governmental Authority. Except for any specific Contractor listed as barred or suspended in an attachment to this Early Work Disbursement Request Certificate, each Contractor who has a direct Contract with the Prime Contractors has certified in its respective invoice to the applicable Prime Contractor that such Contractor is not barred or suspended from providing goods or services to any Governmental Authority, and to the Developer's knowledge, no such Contractor has been so barred or suspended.

e Prime Contractors the amount previously disbursed to the Developer on account of the Work erformed by the Prime Contractors, in accordance with the terms and conditions of its Contracts ith such Prime Contractors.
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As of the date of this Early Work Disbursement Request, the Developer has paid

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ATTACHMENT 2

FORM OF PRIME CONTRACTOR'S INTERIM LIEN AND CLAIM WAIVER

INTERIM LIEN AND CLAIM WAIVER

COM	MONWEALTH OF VIRGINIA)		
COUI	NTY OF	:)		
TO W	HOM IT MAY CONCERN:			
the Ti Comp as dev	The undersigned is the [Title me Contractor"), which has contractor ransform 66 P3 Project, located in prehensive Agreement, dated as of veloper ("Developer"). Capitalized the respective meanings set forth in	the Commonwealth of [], 20[•] I terms used herein the	of Virginia, pursuant to that ce (the "Agreement"), with [•], a	ertain a [•],
	For and in consideration of the percentage Contractor, DOES, SUBJECT TO VE AND RELEASE:	payment of \$ ΓΟ THE RECEIPT (, the undersigned, on beha OF SUCH PAYMENT, HER	ılf of EBY
	Any and all liens, security inte mechanics', labor or materialment Project, the Project Right-of-Wa improvements and materials place or other consideration due or to the Work performed to the dat Project, excepting only the foll	n's liens or other sim ay and any and all ir ced on the Project Ri become due from De te hereof by or on b	ilar liens with respect to and or nterests and estates therein, an ght-of-Way and the moneys, f veloper, in each case on accou- behalf of Prime Contractor for	n the d all funds nt of the
and D	OOES HEREBY CERTIFY THAT:			
	There are no liens, security into mechanics', labor or materialm connection with the performance Work performed under the Agre except for the following matters all bills due and payable with result Agreement have been paid and interests, encumbrances or other materialmen's liens or other superformance by Prime Contracted Agreement; and releases, assign otherwise have had the right to	een's liens or other aby Prime Contractor eement, known to ex (none, if blank):spect to the Work per there is no known bather claims in the imilar liens arising or or any of the Subments and waivers for the subments are subments.	similar liens, arising out of or or any of the Subcontractors of ist at the date of this certification formed to the date hereof undersis for filing of any liens, seconature of mechanics', laborout of or in connection with contractors of the Work undersom all Subcontractors that we	or in of the ation, graph the curity or the record the

Project, the Project Right-of-Way and any and all interests and estates therein, and all improvements and materials placed on the Project Right-of-Way, for all services done and materials furnished to the date hereof have been obtained in such a form as to constitute an effective defense against the assertion of all such liens and encumbrances under the laws of the Commonwealth of Virginia, if and to the extent required under the Agreement.

The Commonwealth of Virginia may rely on the statements made in this Waiver and is a