

EXHIBIT X
SHARED FACILITIES AGREEMENT

[SEE ATTACHED]

SHARED FACILITIES AGREEMENT

by and between

Capital Beltway Express LLC

and

95 Express Lanes LLC

Dated as of July 31, 2012

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SHARED FACILITIES AGREEMENT

This SHARED FACILITIES AGREEMENT (this “Agreement”), dated as of July 31, 2012, by and between Capital Beltway Express LLC, a Delaware limited liability company (“CBE”), and 95 Express Lanes LLC, a Delaware limited liability company (“95 Express”); CBE and 95 Express are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

R E C I T A L S

WHEREAS, 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 (the “ARCA”), with the Virginia Department of Transportation (the “Department” or “VDOT”), pursuant to which it is causing to be constructed and will operate the Route 495 HOT Lanes in Virginia Project (the “Beltway Project”);

WHEREAS, 95 Express intends to enter into the Comprehensive Agreement Relating to the I-95 HOV/HOT Lanes Project (the “CA” and, together with the ARCA, the “Comprehensive Agreements”), with VDOT, pursuant to which it, subject to the occurrence of Financial Close (as defined below), will cause 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, as part of the Beltway Project CBE has constructed and equipped a building located at 6440 General Green Way, Alexandria, Virginia (the “Express Operations Center”) housing, among other things, certain equipment and personnel used for the TTMS and administration of the Beltway Project; the Express Operations Center is owned by the Department but, pursuant to the ARCA, CBE has the exclusive right to manage, operate, maintain, improve and equip the Express Operations Center, with the right to jointly own and operate assets or property used for the operation or maintenance of the Beltway Project and other projects owned or operated by Affiliates of CBE so long as the cost of such assets and properties are reasonably shared and documented;

WHEREAS, CBE has equipped the Express Operations Center with equipment and software used as part of the tolling and traffic management system of the Beltway Project, and the operator thereof provides personnel to operate such equipment and software and to provide certain other services to the Beltway Project;

WHEREAS, the Parties have determined that shared use of the Express Operations Center, certain of the tolling and traffic management system equipment located therein (and associated software), certain additional tolling and traffic management system and other equipment (and associated software) contemplated to be installed therein, and certain of the services provided by the operator thereof, will promote efficiencies and result in lower costs to the Parties than if each of the Parties constructed and operated separate buildings and utilized separate tolling and traffic management system equipment and operating personnel for the tolling and administration of its respective HOT Lanes Project;

WHEREAS, 95 Express has requested and the Department has agreed to grant to 95 Express in the CA the right, subject to the rights of CBE set forth in the ARCA and herein, to have access to and the shared right to manage, operate, maintain, improve and equip the Express Operations Center and utilize certain of the tolling and traffic management system equipment (and associated software) in connection with the tolling and administration of the I-95 Project;

WHEREAS, the Parties wish to set forth their mutual understandings and agreements regarding the right of 95 Express to access and utilize the Express Operations Center on a shared basis with CBE.

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:

ARTICLE 1

DEFINITIONS

1.1 Definitions. As used in this Agreement, the following capitalized terms have the meanings indicated:

“95 Express” has the meaning set forth in the first paragraph of this Agreement.

“95 Express Dedicated Space” means that portion of the Express Operations Center identified on Exhibit C-1 as “I-95.”

“95 Express Indemnified Parties” has the meaning set forth in Section 8.2.

“Access Fee” has the meaning set forth in Section 3.1

“Additional Contribution” has the meaning set forth in Section 10.1.

“Affiliate” means, when used to indicate a relationship with a specified Person, a Person that (a) directly or indirectly, through one or more intermediaries has a 10% or more voting or economic interest in such specified Person or (b) controls, is controlled by or is under common control with such specified Person, and a Person is deemed to be controlled by another Person, if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

“Allocated Interest” means, with respect to a Party, a percentage equal to the amount of the Beltway Project’s, in the case of CBE, or the I-95 Project’s, in the case of 95 Express, use of the Shared Facilities and Shared Services, as a percentage of the total use of the Shared Facilities and Shared Services. Each Party’s Allocated Interest in the Shared Facilities and Shared Services is set forth on Exhibit A, but such Allocated Interests may be modified pursuant to Section 4.1.4.

“ARCA” has the meaning set forth in the recitals hereto.

“Beltway DB Contract” means that certain Turnkey Lump-Sum Design-Build Contract for the Route 495 HOT Lanes in Virginia Project, dated as of December 18, 2007, between CBE and Fluor-Lane LLC pursuant to which Fluor-Lane LLC is designing and constructing the Beltway Project.

“Beltway Financing Documents” means the documents pursuant to which the Lenders to CBE provide debt financing for the Beltway Project.

“Beltway OSSA” means that certain Amended and Restated Operating and Support Services Agreement, dated as of June 12, 2008, between CBE and TUSA Operations, pursuant to which TUSA Operations will operate and maintain the Beltway Project (including, subject to the terms of this Agreement, the Shared Facilities) on behalf of and as an independent contractor for CBE, or any replacement agreement regarding the operation and maintenance of the Beltway Project.

“Beltway Project” has the meaning set forth in the recitals hereto.

“Beltway Project Documents” means, collectively, (i) the ARCA, (ii) the Beltway DB Contract, (iii) the Beltway OSSA, (iv) the Governmental Approvals applicable to the Beltway Project, (v) the Beltway Financing Documents, and (vi) any additional contract, instrument or agreement, or any amendment, modification or supplement to one of the Beltway Project Documents, in each case entered into by CBE after the Effective Date, which may have a material effect on the development, construction, testing, startup or commercial operations of the Beltway Project or on the performance of CBE’s obligations hereunder.

“Business Day” means any day on which the Department is officially open for business.

“CA” has the meaning set forth in the recitals hereto.

“CBE” has the meaning set forth in the first paragraph of this Agreement.

“CBE Dedicated Space” means that portion of the Express Operations Center identified on Exhibit C-1 as “CBE.”

“CBE Indemnified Parties” has the meaning set forth in Section 8.1.

“Change in Law” means (a) the enactment of any Law after the Effective Date, or (b) any change, amendment to, repeal or revocation of any Law or in the interpretation or application thereof by any Governmental Authority after the Effective Date; excluding, however, any change in or new Law enacted but not yet effective as of the Effective Date.

“Claim” means any and all claims, disputes, disagreements, causes of action, demands, suits, proceedings, damages, injuries, liabilities, obligations, losses, costs and expenses.

“Comprehensive Agreements” has the meaning set forth in the recitals hereto and, if a Person that is an Affiliate of both CBE and 95 Express becomes a party to this Agreement

pursuant to Section 4.1.5, shall also refer to the comprehensive or concession agreement between such Person and the Department.

“Default Rate” means an interest rate per annum equal to the lesser of (a) the sum of the Prime Rate, plus two hundred (200) basis points, and (b) the maximum rate permitted by Law.

“Designated Representative” means the person identified by each Party pursuant to Section 5.1 who is authorized to bind such Party regarding decisions or actions to be made under this Agreement.

“Dispute” has the meaning set forth in Section 10.3.

“Effective Date” means the date this Agreement is executed and delivered by the Parties.

“Event of Default” has the meaning set forth in Section 6.1.

“Express Operations Center” has the meaning set forth in the recitals hereto.

“Financing Documents” means, individually or collectively as the context requires, the Beltway Financing Documents and the I-95 Financing Documents.

“Financial Close” means the initial funding by the Lenders to 95 Express of debt financing for the I-95 Project as part of an irrevocable commitment, subject only to the satisfaction of customary conditions to continued funding, to lend to 95 Express an aggregate amount that, when combined with any equity and other funds that are then committed to be provided to 95 Express, is projected to be sufficient to allow the I-95 Project to be constructed, tested and placed into regular commercial operation pursuant to the CA.

“Force Majeure Event” means the occurrence of an event, act, omission, condition, or circumstance beyond either parties’ reasonable control and due to no fault of either Party, or those for whom either party is responsible, that materially prevents or delays either Party from performing any of its obligations pursuant to the Agreement. An event is not a Force Majeure Event if such event is otherwise specifically dealt with in the Agreement or arises by reason of:

- (a) the negligence or misconduct of a Party;
- (b) any act or omission by a Party in breach of the provisions of the Agreement;
- (c) an event constituting a “Delay Event” (so defined) under either Comprehensive Agreement, other than events otherwise constituting Force Majeure Events hereunder;
- (d) lack or insufficiency of funds or failure to make payment of monies or provide required security on the part of a Party;
- (e) any strike, labor dispute or labor protest directed solely at a Party or caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of a Party;

(f) market conditions and economic conditions affecting the availability, supply, or cost of labor, equipment and materials, construction equipment and supplies, or commodities; or

(j) market conditions and economic conditions affecting traffic volumes, traffic revenue or a Party's ability to meet its financial obligations for its respective HOT Lanes Project.

"Generally Accepted Accounting Principles" or "GAAP" means such accepted accounting practice as conforms at the time to generally accepted accounting principles in the United States of America, consistently applied.

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced concessionaire, operator or contractor seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and Governmental Approvals and engaged in the same type of undertaking under similar circumstances and conditions. "Good Industry Practice" is not intended to be limited to the optimum practice or method to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices, methods, standards and procedures.

"Governmental Approvals" means all local, regional, state and Federal agreements, studies, findings, permits, approvals, authorizations, certifications, consents, decisions, exemptions, filings, leases, licenses, registrations, rulings and other governmental authorizations required to be obtained or completed under Law prior to undertaking any particular activity contemplated by the Agreement.

"Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory or governmental authority, but will not include the Department acting solely in its capacity as a party to either Comprehensive Agreement.

"HOT Lanes Projects" has the meaning set forth in the recitals hereto.

"Indemnity Claim Notice" has the meaning set forth in Section 8.3.1.

"I-95 DB Contract" means that certain Turnkey Lump-Sum Design-Build Contract for the I-95 HOV/HOT Lanes Project expected to be executed between 95 Express and Fluor-Lane 95, LLC pursuant to which Fluor-Lane 95, LLC will design and construct the I-95 Project.

"I-95 Financing Documents" means the documents pursuant to which the Lenders to 95 Express provide debt financing for the I-95 Project.

"I-95 OSSA" means that certain Operating and Support Services Agreement to be executed between 95 Express and TUSA Operations pursuant to which TUSA Operations will operate and maintain the I-95 Project (including, subject to the terms of this Agreement, the Shared Facilities) on behalf of and as an independent contractor for 95 Express, or any replacement agreement regarding the operation and maintenance of the I-95 Project.

"I-95 Project" has the meaning set forth in the recitals hereto.

“I-95 Project Documents” means, collectively, (i) the CA, (ii) the I-95 DB Contract, (iii) the I-95 OSSA, (iv) the Governmental Approvals applicable to the I-95 Project, (v) the I-95 Financing Documents, and (vi) any additional contract, instrument or agreement, or any amendment, modification or supplement to one of the I-95 Project Documents, in each case entered into by 95 Express after the Effective Date, which may have a material effect on the development, construction, testing, startup or commercial operations of the I-95 Project or on the performance of 95 Express’s obligations hereunder.

“Law” means (i) all laws, treaties, ordinances, judgments, decrees, injunctions, writs and orders of any Governmental Authority, and (ii) all rules, regulations, orders, formal interpretations and permits of any Governmental Authority having jurisdiction over the Shared Facilities or the Express Operations Center or the operation thereof, as applicable, in each case as the same may be in effect from time to time.

“Lender” means any Person providing debt financing to a Party for purposes of developing, constructing, operating, maintaining, repairing or rebuilding its HOT Lanes Project.

“Material Adverse Effect” means (a) with respect to CBE, a material adverse effect on any of (i) the operation and maintenance of the Beltway Project, (ii) the ability of CBE to meet its obligations under the Beltway Project Documents, (iii) any Governmental Approval material to CBE, or (iv) the business, operations or financial condition of CBE; and (b) with respect to 95 Express, a material adverse effect on any of (i) the operation and maintenance of the I-95 Project, (ii) the ability of 95 Express to meet its obligations under the I-95 Project Documents, (iii) any Governmental Approval material to 95 Express, or (iv) the business, operations or financial condition of 95 Express.

“Notice” has the meaning set forth in Section 10.6.

“Operations and Maintenance” means the operation and maintenance of the Shared Facilities by the Shared Facilities Operator, which includes any and all costs (both operating expenditures and capital expenditures) associated with such services.

“Operator” means TUSA Operations or such other Person that is the operator under either OSSA.

“OSSA” or “OSSAs” means, individually or collectively as the context requires, the Beltway OSSA and the I-95 OSSA.

“Party” or “Parties” means, initially, each of 95 Express and CBE, individually or collectively as the context requires, as well as any other Person becoming a party to this Agreement pursuant to Section 4.1.5.

“Person” means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company or any other entity of whatever nature.

“Prime Rate” means the interest rate per annum for large commercial loans as published in *The Wall Street Journal*, eastern edition, as the “prime rate” (sometimes referred to as the

“base rate”) from time to time (or, if more than one rate is published, the arithmetic mean of such rates), determined as of the date the obligation to pay interest arises.

“Representative” means, with respect to any Person, to the extent engaged by such Person for specific activities, any member, shareholder, officer, director, principal, agent, third party advisor (such as attorneys, accountants and consultants), employee, contractor, subcontractor or other representative or advisor of such Person.

“Required Modification” has the meaning set forth in Section 4.1.7.

“Shared Facilities” has the meaning set forth in Section 4.1.1.

“Shared Facilities Operator” means TUSA Operations or any replacement thereof selected pursuant to the terms of this Agreement.

“Shared Services” has the meaning set forth in Section 4.1.1.

“Term” has the meaning set forth in Section 2.1.

“TTMS” means toll and traffic management system, including transportation management system equipment, communications equipment, and associated hardware and physical infrastructure and other computer hardware and software (including both the tolling subsystem and Express Operations Center traffic management subsystem), in each case as set forth on Exhibit B-1.

“TUSA Operations” means Transurban (USA) Operations Inc.

“VDOT” or “Department” has the meaning set forth in the recitals hereto.

“Willful Action” means any of: (a) action taken or not taken by a Party at the direction of its directors, officers or employees having management or administrative responsibility affecting such Party’s performance under this Agreement, which action is knowingly or intentionally taken or not taken with conscious indifference to the consequences thereof or with the intent that injury or damage would result or would probably result therefrom, including any act or failure to act constituting gross negligence but excluding any act or failure to act which is merely involuntary, accidental or negligent; or (b) action taken or not taken by a Party at the direction of its directors, officers or employees having management or administrative responsibility affecting such Party’s performance under this Agreement, which action has been determined by final judgment or judicial decree to be a material default under this Agreement and which occurs or continues beyond the time specified in such final judgment or judicial decree for curing such default or, if no time is specified therein, which occurs or continues beyond a reasonable time to cure such default. For purposes of this definition, the phrase “employees having management or administrative responsibility” means employees of a Party who are responsible for one or more of the executive functions of planning, organizing, coordinating, directing, controlling and supervising such Party’s performance under this Agreement.

“Winding-Up” of, or in relation to, a Person means the dissolution, liquidation or bankruptcy of that Person, or any equivalent or analogous procedure under any Law.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (b) the singular shall include the plural and vice versa; (c) references to “Articles,” “Sections,” or “Exhibits” shall be to articles, sections, or Exhibits hereof, unless otherwise specified; (d) all references to a particular Person in any capacity shall be deemed to refer also to such Person’s authorized agents, successors and permitted assigns in such capacity; (e) the words “herein,” “hereof” and “hereunder” shall refer to this Agreement as a whole and not to any particular section or subsection hereof; (f) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” and shall not be construed to mean that the examples given are an exclusive list of the topics covered; (g) all accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles; (h) references to this Agreement shall include a reference to all exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (i) references to any agreement, document or instrument shall be construed at a particular time to refer to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced as of such time; (j) the masculine shall include the feminine and neuter and vice versa; and (k) references to a Law shall mean a reference to such Law as the same may be amended, modified, supplemented or restated and be in effect from time to time. The Parties collectively have prepared this Agreement, and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Agreement or any part hereof.

ARTICLE 2 TERM

2.1 Effectiveness and Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless canceled or terminated earlier in accordance with its terms and except as otherwise expressly set forth in this Agreement, shall expire on the date on which either Comprehensive Agreement expires or is terminated, unless the Department assumes the rights and obligations under this Agreement of the Party whose Comprehensive Agreement is terminated as contemplated in Section 7.3, in which case this Agreement shall survive between the Department and the Party whose Comprehensive Agreement has not been terminated and otherwise remains in effect. In all events the Term shall terminate automatically on the date neither Comprehensive Agreement remains in effect.

2.2 Obligations Subject to Financial Close. Except for the rights and obligations set forth in Sections 4.1.5 and 4.1.6 and Articles 7 and 10, the rights and obligations of each Party under this Agreement are subject to and conditioned upon the occurrence of Financial Close with respect to the I-95 Project. 95 Express shall notify CBE promptly (and in any case within five (5) days) upon the occurrence of Financial Close, and shall provide such advance notice of its belief that Financial Close will occur as is reasonably possible. If Financial Close does not occur on or before December 20, 2013 and if payment of the Access Fee is not made within one (1) business day after Financial Close, then this Agreement shall terminate automatically without the need for the giving of notice or the taking of any action by either Party except as may be otherwise mutually agreed by the Parties.

2.3 Continued Access and Rights to Utilize. The termination of this Agreement as a result of the expiration or termination of a Comprehensive Agreement shall not affect the rights with respect to the Shared Facilities of the Party whose Comprehensive Agreement remains in effect.

ARTICLE 3

ACCESS RIGHTS TO EXPRESS OPERATIONS CENTER; PAYMENT OF ACCESS FEE

3.1 Grant of Access Rights by CBE. In consideration of, and subject to, the payment by 95 Express to CBE in immediately available funds in accordance with the wiring instructions set forth on Schedule 1 hereto of the sum of \$21,395,410 (the "Access Fee") on the date of Financial Close, CBE hereby grants to 95 Express and its respective designees an irrevocable, non-exclusive right during the Term:

3.1.1 to utilize the roads, grounds, parking areas, walkways and other properties located at the Express Operations Center that CBE has the right to utilize pursuant to the ARCA, other than the CBE Dedicated Space, and to utilize the other Shared Facilities on the terms set forth in this Agreement; and

3.1.2 of ingress, egress, regress and other access across, in and to all of its properties located at the Express Operations Center that CBE has the right to utilize pursuant to the ARCA, other than the CBE Dedicated Space;

in each case for the construction, testing, startup and operation and maintenance of the I-95 Project. Notwithstanding the foregoing, 95 Express agrees that it will not, without the prior written consent of CBE (not to be unreasonably withheld), but subject to Section 4.1.7, construct or install any communications line, fiber optic cable or other improvement or modification at the Express Operations Center other than those communications lines, fiber optic cables and other modifications or improvements as contemplated for the installation of the TTMS for the I-95 Project as set forth on Exhibit B-2, as well as replacements thereof and other improvements as the Express Operations Center that are already constructed or installed as shown on the drawing included as Exhibit C-2.

3.2 Grant of Access Rights by 95 Express. In consideration of the covenants and agreements set forth herein, 95 Express hereby grants to CBE and its respective designees an irrevocable, non-exclusive right during the Term:

3.2.1 to utilize the roads, grounds, parking areas, walkways and other properties located at the Express Operations Center that 95 Express has the right to utilize pursuant to the CA, other than the 95 Express Dedicated Space, and to utilize the other Shared Facilities on the terms set forth in this Agreement; and

3.2.2 of ingress, egress, regress and other access across, in and to all of its properties located at the Express Operations Center that 95 Express has the right to utilize pursuant to the CA, other than the 95 Express Dedicated Space;

in each case for the construction, testing, startup and operation and maintenance of the Beltway Project. Notwithstanding the foregoing, CBE agrees that it will not, without the prior written consent of 95 Express (not to be unreasonably withheld), but subject to Section 4.1.7, construct or install any communications line, fiber optic cable or other improvement or modification at the Express Operations Center other than those already constructed or installed or to be installed as shown on the drawing included as Exhibit C-2, and replacements thereof.

3.3 No Property Interest in Shared Facilities. Pursuant to the Comprehensive Agreements, the Shared Facilities constitute part of the Project Right of Way (as defined in the Comprehensive Agreements) for both the Beltway Project and the I-95 Project. The Parties acknowledge that the grants of ingress, egress, regress, other access, and rights to utilize the Express Operations Center and the other Shared Facilities do not constitute the conveyance of any ownership or other property interest in real or personal property in the same since the legal owner of the same is the Department. In addition, each Party acknowledges that the grants made by the other Party hereunder cannot and do not constitute a grant of any rights in the Project Right of Way of the Shared Facilities greater than those granted by the Department in the Comprehensive Agreements.

3.4 Maintenance and Repair. Each Party shall be solely responsible for maintaining and repairing those portions of its respective HOT Lanes Project except to the extent otherwise provided in this Agreement with respect to the Shared Facilities. Such maintenance and repair shall be performed in accordance with Good Industry Practice and the governing OSSA, and the costs thereof shall be borne by the Party with the maintenance and repair obligation except to the extent resulting from the gross negligence or willful misconduct of the other Party, in which case such other Party shall be responsible therefor.

3.5 Protections of Persons and Property. Each of the Parties shall be solely responsible for the safety and protection of its employees, agents and contractors, as well as its and their respective personal property, while at the Express Operations Center. Except as otherwise expressly provided in the immediately succeeding sentence or in Article 8 hereof, neither Party shall be held liable by the other Party for any injury or death of any such persons or any damage to any such property which may occur during such times with respect to Shared Facilities. Each Party hereby indemnifies and holds harmless the other Party from and against any claim made against such indemnified Party by the indemnifying Party's employees, agents or contractors with respect to the Shared Facilities, except to the extent that such claim results from such otherwise indemnified Party's gross negligence or willful misconduct.

ARTICLE 4

SHARED FACILITIES AND SHARED SERVICES

4.1 Shared Facilities and Shared Services.

4.1.1 Components. The Express Operations Center, the TTMS, and the other items enumerated as "Shared Facilities" on Exhibit B-1, as well as those items to be constructed or installed pursuant to Section 4.1.2 (collectively, the "Shared Facilities"), are intended to be utilized by both the Beltway Project and the I-95 Project as provided in this Agreement. For the

avoidance of doubt, “Shared Facilities” do not include the CBE Dedicated Space or the 95 Express Dedicated Space.

The services enumerated as “Shared Services” on Exhibit B-1 (collectively, the “Shared Services”) are intended to be utilized by both the Beltway Project and the I-95 Project as provided in this Agreement. The Parties, acting through their Designated Representatives, may jointly agree to add or delete Shared Services as they deem appropriate.

4.1.2 Installation of Additional Components. The Parties have agreed to enhance the capabilities of the Shared Facilities by causing the additional components and equipment identified on Exhibit B-2 to be installed. 95 Express will cause the additional components and equipment to be obtained, installed, commissioned and tested as part of the work to be performed under the I-95 DB Agreement. 95 Express will pay the cost of obtaining and installing the additional TTMS components of the Shared Facilities.

4.1.3 Right to Utilize. Each Party shall have the right to utilize on a nonexclusive basis an undivided interest equal to its Allocated Interest in the Shared Facilities. The right to use the Shared Facilities includes all rights of ingress, egress, regress and access necessary or appropriate in order to use, operate, maintain and repair such Shared Facilities, as well as the right of 95 Express to interconnect the tolling, traffic management and other data and information systems of the I-95 Project with such Shared Facilities (and to construct, operate, maintain, repair and, if necessary, replace and remove communications lines, fiber optic cables or other interconnections and any components thereof as provided in Section 3.1, such activities to be undertaken in accordance with the standards set forth in Section 4.3 and in a manner that minimizes interference with the operations of the Beltway Project), in accordance with and pursuant to the terms of this Agreement. Each Party shall consult and coordinate with the other Party in advance of taking any such action that could (singly or cumulatively with prior actions) result in any interference, interruption or hindrance to such other Party’s use of the Shared Facilities other than in an immaterial respect.

4.1.4 Adjustment of Allocated Interests. Commencing on the third anniversary of the Service Commencement Date (as defined in the CA) of the I-95 Project and on each succeeding three-year anniversary thereof, or at either Party’s good-faith request, CBE and 95 Express shall in good faith seek to revise the Allocated Interests to more accurately reflect the actual use by each of the Beltway Project and the I-95 Project of the Shared Facilities and Shared Services during the succeeding three-year period. The Parties have agreed that the initial Allocated Interests have been established based on the projected number of tolling transactions to be processed through the Shared Facilities on behalf of each HOT Lanes Project, but if either Party determines that such metric ceases to be appropriate to reflect the actual costs of either HOT Lanes Project’s relative use of one or more of the Shared Facilities and/or the Shared Services, then such Party may propose use of a different metric at the time it requests a revision of the Allocated Interests, and the Parties may utilize such different metric or another metric as agreed by the Parties in writing. The Allocated Interests may also be adjusted on an interim basis at any time as provided in Section 4.1.7. Notwithstanding the foregoing, no adjustment to the Allocated Interests or change to the metric, in each case that would result in CBE’s share (expressed as a percentage) of the total costs payable under Section 4.2.2 increasing by more than three percent (3%) over CBE’s share of such total costs in effect immediately prior to such

adjustment or change, will be effective unless CBE has certified to 95 Express that it has notified CBE's Lenders of the same. For example, by way of illustration only, if immediately prior to such adjustment or change CBE's share of such total costs is 49%, and the adjustment or change would increase CBE's share to more than 52%, then CBE must provide the certification specified in the immediately preceding sentence.

4.1.5 No Further Grants. Neither Party shall grant any Person other than the other Party the right to use any Shared Facility, except that CBE and 95 Express collectively may grant any Person that is an Affiliate of both of them the right to use and have access to the Shared Facilities subject to agreement on necessary amendments to this Agreement and such Person's executing and delivering this Agreement as so amended, it being understood that (i) any such amendments hereto shall be subject to the terms of Sections 7.1 and 9.7, and (ii) in the case of CBE, CBE is not authorized to grant or agree to grant any Person the right to use and have access to the Shared Facilities unless CBE has certified to 95 Express that it has obtained approval from its Lenders with respect to such grant. Any such grant shall be on arms-length terms, and any consideration paid by the grantee shall be shared by CBE and 95 Express proportionately in accordance with their respective Allocated Interests.

4.1.6 Decision Making. All determinations concerning the Shared Facilities, other than day-to-day operational decisions made in the ordinary course by the Shared Facilities Operator and subject to any then-applicable budget approved under the OSSAs, shall be made by the Parties acting through their Designated Representatives; provided, however, that until such time as Financial Close has occurred, all decisions with respect to the Express Operations Center may be made by CBE, but CBE shall consult with 95 Express on those decisions which could reasonably be expected to have a Material Adverse Effect on 95 Express or the I-95 Project; and provided, further, that such consultation shall not obligate CBE to follow the advice or recommendation of 95 Express.

4.1.7 Unilateral Improvements, Modifications or Actions. If either Party proposes any improvement to, modification or replacement of, or other action with respect to the Shared Facilities that the other Party does not agree is for the collective benefit of the Beltway Project and the I-95 Project, but is nonetheless required for the proposing Party to comply with Law, its respective Comprehensive Agreement or Financing Documents (a "Required Modification"), then the proposing Party may undertake such Required Modification at no cost or expense to the other Party so long as the same is not reasonably expected to have a Material Adverse Effect on the other Party or its HOT Lanes Project, and the Allocated Interests shall be adjusted pursuant to Section 4.1.4 to take into account the effect of such Required Modification on each Party's relative use of the Shared Facilities as so modified. If such Required Modification is reasonably expected to have a Material Adverse Effect on the other Party or its HOT Lanes Project but can be undertaken at or within the CBE Dedicated Space or the 95 Express Dedicated Space, as applicable, separately from the Shared Facilities without causing a Material Adverse Effect on the other Party or its HOT Lanes Project, then the proposing Party may undertake the same at no cost or expense to the other Party. If a Required Modification is reasonably expected to have a Material Adverse Effect on the other Party or its HOT Lanes Project and cannot be undertaken at or within the CBE Dedicated Space or the 95 Express Dedicated Space, as applicable, separately from the Shared Facilities without causing a Material

Adverse Effect on the other Party or its HOT Lanes Project, the proposing Party may proceed under Section 9.1.

4.2 Operating and Maintenance.

4.2.1 OSSAs. The Parties acknowledge and agree that each of the Beltway OSSA and the I-95 OSSA provide or will provide, in relevant part, for the operation of the Shared Facilities and performance of the Shared Services by the Operator thereunder. As of the Effective Date, TUSA Operations is the operator under both the Beltway OSSA and the I-95 OSSA, and the Parties intend that so long as TUSA Operations is the Operator under both such agreements, or if another Person becomes the Operator under both such agreements, it shall also be the Shared Facilities Operator under this Agreement. If TUSA Operations ceases to be the Operator under both such agreements, the Shared Facilities Operator shall be determined pursuant to Section 4.2.3. The Parties, acting through their Designated Representatives, shall be responsible for providing directions to the Shared Facilities Operator regarding Operations and Maintenance such that the Shared Facilities and Shared Services may be utilized by both Parties for the non-discriminatory and collective benefit of the Beltway Project and the I-95 Project, and such directions shall include a requirement that the back-up system referenced in Section 9.3 shall be diligently maintained, updated and tested periodically such that it will be fully operational and available for immediate use in the event of a division of the Shared Facilities in accordance with Section 9.3. Each Party shall promptly provide the other with copies of all Notices, reports, budgets, plans, forecasts and other deliverables under the Beltway OSSA or the I-95 OSSA, as applicable, in each case to the extent the same relate to the Shared Facilities and Shared Services.

4.2.2 Payment of Costs. Commencing on the Service Commencement Date of the I-95 Project and continuing each month of the Term thereafter, each Party shall pay a percentage equal to its Allocated Interest of the aggregate costs (prior to the application of any margin as provided under each respective OSSA) payable under the Beltway OSSA and the I-95 OSSA in respect of the Shared Facilities and Shared Services utilized in such month, all as invoiced under its respective OSSA (including for any margin applicable to such aggregate costs under the Party's respective OSSA) based on information provided by the Shared Facilities Operator. Each Party intends that such Operator (i) if it is the Shared Facilities Operator, shall determine, or (ii) if it has engaged the Shared Facilities Operator under a subcontract as contemplated in Section 4.2.3(a), shall cause the Shared Facilities Operator to determine, the aggregate costs (net of any margin) that are reimbursable under the OSSAs collectively in respect of the Shared Facilities and Shared Services, and then invoice such Party only for its share of such aggregate costs based on its Allocated Interest plus any margin on such aggregate costs applicable under that Party's OSSA. The Parties, acting through their Designated Representatives, shall regularly communicate to confirm that such aggregate costs, and each Party's respective share thereof, have been calculated accurately, and if it is determined (whether by mutual agreement of the Parties or as a result of dispute resolution pursuant to Section 10.3) that costs have not been calculated and allocated accurately, then each Party agrees to (i) promptly make such true-up payments to each other as may be necessary such that each Party pays its share of the aggregate costs, and (ii) provide such additional direction to their respective Operator as may be necessary or appropriate to avoid inaccuracies in the future.

4.2.3 Termination of OSSAs. If either the Beltway OSSA or the I-95 OSSA is terminated or amended such that the Operator thereunder is no longer the Shared Facilities Operator for whatever reason, then:

(a) subject to subsection (c) below, the Party whose OSSA was terminated or amended shall cause its replacement Operator to subcontract with the Shared Facilities Operator to operate the Shared Facilities and perform the Shared Services (and the Parties agree that any such subcontract shall be on an arms' length basis and contain fair and commercially reasonable terms) unless the Party whose OSSA was not terminated or amended elects not to retain the Shared Facilities Operator, in which case a new Shared Facilities Operator shall be selected as provided in subsection (b) below;

(b) if a new Shared Facilities Operator must be selected, then the Parties shall in good faith meet to select a replacement Shared Facilities Operator. Any replacement Shared Facilities Operator shall, to the extent required by a Comprehensive Agreement or the applicable Financing Documents, be subject to the approval of the Department and/or the applicable Lenders. If the Parties fail to agree on a replacement Shared Facilities Operator, then either Party may elect to proceed as provided in Section 10.3; or

(c) solely if the OSSA was terminated or amended in connection with the exercise by a Party's Lenders of their rights under the applicable Financing Documents, then if the replacement Operator elects not to retain the Shared Facilities Operator but the Party whose OSSA was not terminated or amended does desire to retain the Shared Facilities Operator, then the Parties shall proceed in accordance with Article 9 to end the Shared Services and divide the Shared Facilities, except that the entire cost of implementing such division, including modifications contemplated in Section 9.3, shall be borne by the Party whose Lenders authorized or directed the termination or amendment of the OSSA.

4.3 Standard of Performance. All work undertaken as contemplated in this Article 4 shall be performed in good faith and in accordance with (a) the terms of this Agreement, (b) all Laws, (c) all relevant Governmental Approvals, (d) Good Industry Practice, (e) the Comprehensive Agreements and the Beltway Project Documents and the I-95 Project Documents, as applicable, and (f) the terms of each Party's insurance policies to the extent applicable to such work.

4.4 No Liens or Encumbrances. Each Party shall keep and maintain the Shared Facilities free and clear of all liens and encumbrances that are attributable to it, other than liens in favor of the Lenders under the Financing Documents and the rights of the Department under the Comprehensive Agreements.

ARTICLE 5

DECISION-MAKING

5.1 Designated Representatives. As soon as practicable after Financial Close, each Party will provide Notice to the other of its Designated Representative and any authorized substitute Designated Representative authorized to act if the primary Designated Representative is unavailable. The Designated Representatives shall hold regular meetings at times of their choosing, and meetings of the Designated Representatives will be held upon the prior reasonable request of any Designated Representative and may be held in person or by electronic means. The expenses of each Designated Representative shall be borne by the Party it represents. Each Designated Representative will be fully authorized to act on behalf of its Party with respect to all matters contemplated by this Agreement but will not be authorized to alter, amend or waive provisions of this Agreement, such authority being reserved to the Parties themselves. Each Party's Designated Representative (and any substitute therefor) may be changed by prior Notice to the other Party, which change may be effective immediately upon receipt of the Notice. The Parties further agree that (a) a Party's Designated Representative may not be the same person as the other Party's Designated Representative, (b) such Party's Designated Representative must make its decisions hereunder in the best interests of such Party and its respective Project, and (c) all decisions made by the Designated Representatives hereunder must be on an arm's length basis.

5.2 Responsibilities. The Designated Representatives shall be responsible for decisions between the Parties with respect to the following matters, except to the extent provided otherwise herein: (a) the procedure for coordinating each Party's ongoing activities in the Express Operations Center; (b) making decisions to be implemented under the OSSAs with respect to the Shared Facilities and Shared Services and in accordance with Article 4, (c) making decisions regarding maintenance of, improvements to or replacements of the Shared Facilities for the collective benefit of the Beltway Project and the I-95 Project in accordance with Section 4.1; (d) coordinating and implementing decisions made by each Party under, in the case of CBE, the Beltway Project Documents, and in the case of 95 Express, the I-95 Project Documents, in each case to the extent any such activities could reasonably be expected to affect the operation of the Shared Facilities or performance of the Shared Services; (e) coordination of budgeting in respect of the Shared Facilities and the Shared Services as provided in Section 5.3; (f) directing the Shared Facilities Operator to break out the Operation and Maintenance costs in accordance with Section 4.2.2, including by detailed line items when necessary, from the other reimbursable costs under the OSSAs; and (g) such other matters pertaining to the Shared Facilities or the Shared Services as are provided for in this Agreement or referred to the Designated Representatives by either Party in writing. Subject to Section 4.1.7, the Designated Representatives shall in all events, after duly considering all alternatives proffered by either of them, take all actions as may be required for the Shared Facilities and the Shared Services to comply with Law (including any Change in Law), the Comprehensive Agreements and the Financing Documents.

5.3 Budgeting. The Designated Representatives shall coordinate the budgeting of the costs of operating and maintaining the Shared Facilities and performing the Shared Services under the OSSAs such that the Operator under each OSSA receives consistent direction regarding matters relating to the Shared Facilities and the Shared Services, including, as appropriate, capital maintenance and capital improvement items as may be required for the Shared Facilities to comply with Law (including any Change in Law), the Comprehensive Agreements and the Financing Documents. If either Party believes that an agreed budget may

become inaccurate in any material respect, it shall direct its Designated Representative to convene a meeting with the other Designated Representative for the purposes of addressing the inaccuracy.

ARTICLE 6

EVENTS OF DEFAULT; REMEDIES; CANCELLATION

6.1 Events of Default. Each of the following occurrences shall constitute an event of default on the part of either Party (each, an “Event of Default”) under this Agreement:

(a) a Party fails to pay within thirty (30) days following the date on which such payment is due to the other Party hereunder, any amount that is due to such other Party under this Agreement that is not subject to a dispute under this Agreement;

(b) Willful Action by a Party that has a Material Adverse Effect on the other Party;

(c) a Party commits a material breach of its obligations under this Agreement, including a breach resulting from its negligence (other than a payment default as set forth in Section 6.1(a) or a breach that constitutes Willful Action as set forth in Section 6.1(b)), and either (i) such breaching Party fails to commence and diligently pursue to cure such breach upon delivery of Notice from the non-breaching Party of such breach, or (ii) the effects of the breach are not cured within thirty (30) days of delivery of such Notice; provided, however, that if (A) such breach is not, by its nature, capable of being cured within such 30-day period, (B) the breaching Party is diligently and in good faith proceeding to attempt to cure such breach, and (C) such uncured breach has not resulted in a Material Adverse Effect with respect to the other Party, then the breaching Party shall be allowed such additional time as reasonably may be required to cure such breach, which shall in no event exceed one hundred eighty (180) days from the initial delivery of Notice of the breach; or

(d) a Party commences a voluntary Winding-Up, is generally unable to pay its debts when due, or an involuntary Winding-Up is instituted against a Party which is not stayed, dismissed or terminated within sixty (60) days after commencement, or a Party ceases to carry on its business.

6.2 Remedies. Upon the occurrence of an Event of Default by a Party, the non-defaulting Party shall have the right, in its sole and absolute discretion, subject to Sections 8.4 and 10.3, to pursue by all proper and legal suits and other means, any and all other remedies available at law or in equity, but without terminating this Agreement; provided, however, that if the defaulting Party or one of its Lenders has notified the other Party that this Agreement has been collaterally assigned and has provided such other Party with an address to which notices to such Lender may be given, in the case of an Event of Default by such defaulting Party, the non-defaulting Party shall provide such Lender (if any) with written notice of such Event of Default

to the address given and the Lender shall each have the right (but not the obligation) for one hundred eighty (180) days after receipt of such notice either to cure the Event of Default on behalf of the Party in default, or, upon payment to the non-defaulting Party of any amounts due from the defaulting Party under this Agreement but not paid by such defaulting Party, to assume, or cause its designee or a lessee or purchaser of the defaulting Party's interests under its Comprehensive Agreement to assume, all of the rights and obligations of the Party in default under this Agreement arising from and after the date of such assumption; provided, however, that if the Lenders are precluded by Law or order of a Governmental Authority from seeking to effect a cure, such 180-day period shall commence from the date the Lenders are no longer precluded from seeking to effect a cure. In the event that any Lender or its designee assumes this Agreement in accordance with this Section 6.2: (i) the Party in default shall be released and discharged from any obligations to the non-defaulting Party arising or accruing hereunder from and after the date of such assumption other than the obligation to pay any amounts due but unpaid; and (ii) the non-defaulting Party shall continue this Agreement with any of the Lenders or its designee, as the case may be, substituted in the place of the defaulting Party hereunder.

6.3 Specific Performance and Injunctive Relief. Each Party shall be entitled to seek a decree compelling specific performance with respect to, and shall be entitled, without the necessity of filing any bond, to seek the restraint by injunction of, any actual or threatened breach of any material obligation of the other Party under this Agreement, it being acknowledged and agreed that relief available at law (including the right to damages) may be inadequate to remedy the harm that is or may be suffered by the Party seeking specific performance or restraint by injunction. The Parties in any action for specific performance or restraint by injunction agree that they shall each request that all expenses incurred in such proceeding, including reasonable counsel fees, be apportioned in the final decision based upon the respective merits of the positions of the Parties.

6.4 Non-Termination. Except as otherwise expressly provided in this Agreement, this Agreement shall not terminate, nor shall either Party's interest in the Shared Facilities be extinguished, lost, conveyed or otherwise impaired, in whole or in part, by any cause or for any reason whatsoever, including (a) any damage to or destruction of all or any part of the Shared Facilities or the taking of the Shared Facilities or any portion thereof by condemnation, requisition, eminent domain or otherwise, (b) any default in the performance or the observance by any Party of any of their respective covenants and agreements to be performed and observed by such Party hereunder, (c) the insolvency, bankruptcy, reorganization or similar proceedings by or against any Party, or (d) any other reason whatsoever, whether similar or dissimilar to any of the foregoing.

6.5 New Agreement if Rejected or Terminated in Bankruptcy. In the event that this Agreement is rejected or terminated by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding of either Party and within one hundred-eighty (180) days after such rejection or termination, if any Lender for such Party authorized to do so under the terms of such Party's Financing Documents (and any intercreditor arrangements related thereto), as such Lender so certifies to the other Party, or any of its respective designees or assignees, shall so request, the non-bankrupt Party shall execute and deliver to such Lender or such designee or assignee a new contract or contracts, as the case may be, which shall be for the balance of the obligations and services remaining to be performed under this Agreement before giving effect to

such rejection or termination and shall contain the same conditions, agreements, terms, provisions and limitations as this Agreement. If the approval of any such trustee or debtor-in-possession or any regulatory approvals are necessary in order for the non-bankrupt Party to enter into or perform under any such new contract, such Party shall cooperate with the Lender or such designee or assignee in obtaining such approvals as rapidly as possible. The Lender or such designee or assignee shall not be liable for performing or be required to perform or cause to be performed any of the bankrupt Party's obligations that were wholly or partially unperformed at the time of such rejection or termination, except as provided below in this Section 6.5. The Lender or such designee or assignee shall be liable only for any payments that are due but unpaid under the rejected or terminated Agreement and obligations arising or accruing on or after the date such new contract is entered into, and for the performance of obligations of the bankrupt Party to be performed while the Lender or such designee or assignee is performing under and seeking the benefit of such new contract. The Lender or such designee or assignee shall have the right to assign any interest it may acquire in such new contract so long as such assignment is consistent with the applicable terms of any consent to assignment or similar agreement that may exist between the non-bankrupt Party and the Financing Parties of the bankrupt Party.

ARTICLE 7

AMENDMENT, ASSIGNMENT

7.1 Amendments. No amendment or modification of this Agreement or the terms hereof shall (i) be valid or binding on either Party except by a writing duly executed by each of the Parties and (ii) be effective unless and until each Party shall have obtained any required Lender approval(s) pursuant to the terms of the relevant Financing Documents. In the case of CBE, the Parties agree that this Agreement shall be considered a "Project Agreement" for purposes of the Amended and Restated Credit and Reimbursement Agreement dated as of December 14, 2010 or any replacement thereof that is a Beltway Financing Document (notwithstanding any failure of this Agreement to be considered a "Project Agreement" thereunder), and no amendment or modification of this Agreement shall be effective unless CBE has certified to 95 Express that it has obtained approval from its Lenders to the extent required with respect to amendments or modifications to a "Project Agreement" thereunder.

7.2 Assignment. Except as provided in this Section 7.2 and in Section 7.3, this Agreement may be assigned by either Party only upon the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, with prior notice to the other Party but without need for the other Party's approval:

(a) collaterally assign its rights under this Agreement to any Lender (or agent thereof), and any Lender or its agent may further assign such rights; provided, however, that in connection with any such further assignment of this Agreement by a Lender or its agent:

(i) such assignment shall be in connection with the exercise of remedies by the Lenders (or agent thereof) under the Financing Documents;

(ii) the non-assigning Party shall have received all amounts then due and payable to it under this Agreement; and

(iii) the assignee shall contemporaneously be assigned and shall assume, or shall otherwise be a party to and have assumed, in the event that CBE is the assignor, all of the other Beltway Project Documents, and in the event that 95 Express is the assignor, all of the other I-95 Project Documents;

(b) assign all (but not a portion) of its rights and all (but not a portion) of its obligations under this Agreement to any other Person who assumes in writing all obligations of the assigning Party under this Agreement; provided, however, that in connection with any such assignment:

(i) the non-assigning Party shall have received all amounts then due and payable to it under this Agreement;

(ii) the assignee shall have demonstrated to the reasonable satisfaction of the non-assigning Party the assignee's ability to perform all of its obligations under this Agreement; and

(iii) the assignee shall contemporaneously be assigned and shall assume, or shall otherwise be a party to and have assumed, in the event that CBE is the assignor, all of the Beltway Project Documents, and in the event that 95 Express is the assignor, all of the I-95 Project Documents;

(c) assign all (but not a portion) of its rights and all (but not a portion) of its obligations under this Agreement to any other Person; provided, however, that the assigning Party shall remain liable for all of its obligations under this Agreement.

The Parties agree that as a condition to any assignment by a Lender (or its agent) pursuant to subsection (a) above and as a condition to any assignment permitted pursuant to subsections (b) or (c) above, the assignee or the assigning Lender shall have cured any then-existing monetary Event of Default on the part of the assigning Party, and the assignee shall agree in writing to assume all obligations of the assignor under this Agreement and thereafter shall be deemed to be and shall have all the rights and obligations of the assigning Party hereunder, subject to all limitations of liability contained in this Agreement, and from and as of such date the assignor and its guarantor, if any, shall, except as provided in subsection (c) above with respect to an assignment permitted thereunder, be released of all its obligations hereunder arising from and after the effective date of such assignment.

7.3 Assumption by the Department. If either Party's Comprehensive Agreement is terminated and the Department assumes the terminated Party's obligations under this Agreement pursuant to a separate written agreement under which the Department assumes all of such obligations arising from and after the date of the assumption, then this Agreement shall continue in full force and effect with the Department substituted in place of the terminated Party.

7.4 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.

ARTICLE 8

INDEMNITIES; LIMITATION OF LIABILITIES

8.1 Indemnification of CBE. 95 Express shall fully indemnify, hold harmless and defend CBE and each of its subsidiaries and Affiliates, and the members, directors, officers, agents, employees, successors and assigns of each of them (the “CBE Indemnified Parties”) from and against any and all Claims arising while 95 Express remains a party to this Agreement:

(a) paid or payable (or asserted to be payable) by a CBE Indemnified Party to an employee of a CBE Indemnified Party or a Person unaffiliated with the Beltway Project, in each case directly or indirectly arising out of, resulting from or related to third-party claims in respect of any damage to or destruction of property of, or death of or bodily injury to, any Person (whether such person is an employee of a CBE Indemnified Party or is a Person unaffiliated with the Beltway Project), but only to the extent caused by or contributed to by 95 Express's fault, tortious act, negligence or strict liability in the performance of 95 Express's obligations hereunder or by any breach by 95 Express of its obligations hereunder, or

(b) resulting from 95 Express's Willful Action;

and in any event excluding damages to the extent attributable to any matters covered by CBE's indemnity under Section 8.2. 95 Express's indemnity under this Section 8.1 is for the exclusive benefit of the CBE Indemnified Parties and in no event shall inure to the benefit of any other Person. Any indemnification payable with respect to a Claim by a CBE Indemnified Party hereunder shall be net of any insurance proceeds paid to such Person under its or 95 Express's insurance policies with respect to the circumstances giving rise to 95 Express's indemnification of such Person hereunder.

8.2 Indemnification of 95 Express. CBE shall fully indemnify, hold harmless and defend 95 Express, each of its subsidiaries and Affiliates, and the members, directors, officers, agents, employees, successors and assigns of each of them (the “95 Express Indemnified Parties”) from and against any and all Claims arising while CBE remains a party to this Agreement:

(a) paid or payable (or asserted to be payable) by a 95 Express Indemnified Party to an employee of a 95 Express Indemnified Party or a Person unaffiliated with the I-95 Project, in each case directly or indirectly arising out of, resulting from or related to third-party claims in respect of any damage to or destruction of property of, or death of or bodily injury to, any Person (whether such person is an employee of a 95 Express Indemnified Party or is a Person unaffiliated with the I-95 Project), but only to the extent caused by or contributed to by CBE's fault, tortious act, negligence or strict liability in the performance of

CBE's obligations hereunder or by any breach by CBE of its obligations hereunder, or

(b) resulting from CBE's Willful Action;

and in any event excluding damages to the extent attributable to any matters covered by 95 Express's indemnity under Section 8.1. CBE's indemnity under this Section 8.2 is for the exclusive benefit of the 95 Express Indemnified Parties and in no event shall inure to the benefit of any other Person. Any indemnification payable with respect to a claim by a 95 Express Indemnified Party hereunder shall be net of any insurance proceeds paid to such Person under its or CBE's insurance policies with respect to the circumstances giving rise to CBE's indemnification of such Person hereunder.

8.3 Indemnity Claim Procedures.

8.3.1 Notice of Claim. If any Person not a party to this Agreement shall make any demand or claim or file or threaten to file or continue any lawsuit, which demand, claim or lawsuit may result in a Claim for any Person indemnified under Section 8.1 or Section 8.2, then, in any such event, within ten (10) Business Days after Notice by the indemnified party (the "Indemnity Claim Notice") to the indemnifying Party of such demand, claim or lawsuit, the indemnifying Party shall have the option, at its sole cost and expense, to retain counsel for the indemnified party (which counsel shall be selected by or be reasonably satisfactory to the indemnified party), to defend any such demand, claim or lawsuit. Thereafter, the indemnified party shall be permitted to participate in such defense at its own expense; provided, however, that, if the named parties to any such proceeding (including any impleaded parties) include both the indemnifying Party and the indemnified party, or if the indemnifying Party proposes that the same counsel represent both the indemnified party and the indemnifying Party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, then the indemnified party shall have the right to retain its own counsel at the cost and expense of the indemnifying Party. If the indemnifying Party shall fail to respond within ten (10) Business Days after receipt of the Indemnity Claim Notice, the indemnified party may retain counsel and conduct the defense of such demand, claim or lawsuit, as it may in its sole discretion deem proper, at the sole cost and expense of the indemnifying Party. The failure to give any Indemnity Claim Notice within the time period required therefor shall not relieve the indemnifying Party of its obligations under this Agreement unless, and only to the extent that, such failure caused the Claim for which the indemnifying Party is obligated to be greater than they would otherwise have been had the indemnified party given the Indemnity Claim Notice within the required time period.

8.3.2 Access to Records. The indemnified party shall provide reasonable assistance to the indemnifying Party and provide access to its books, records and personnel as the indemnifying Party reasonably requests in connection with the investigation or defense of the indemnified Claims. The indemnifying Party shall promptly upon receipt of reasonable supporting documentation reimburse the indemnified party for out-of-pocket costs and expenses incurred by the latter in providing the requested assistance.

8.3.3 Payment of Claims. With regard to Claims for which indemnification is payable under Section 8.1 or Section 8.2, such indemnification shall be paid by the indemnifying party upon: (i) the entry of a judgment against the indemnified party and the expiration of any applicable appeal period; (ii) the entry of a nonappealable judgment or final appellate decision against the indemnified party; or (iii) a settlement with the consent of the indemnifying Party, which consent shall not be unreasonably withheld, provided that no such consent need be obtained if the indemnifying Party fails to respond to the Indemnity Claim Notice as provided in Section 8.3.1. Any consent required under the preceding clause (iii) shall be given or withheld only upon such Person's examination of the proposed settlement agreement.

8.4 Certain Limitations of Liability.

8.4.1 Exclusion of Consequential Damages. Neither Party, its Affiliates nor their respective employees, agents or subcontractors shall be liable to the other Party, its Affiliates or their respective employees, agents or subcontractors, whether based in contract, in tort (including negligence and strict liability), under warranty, or otherwise, for any consequential, indirect, punitive, incidental, exemplary or special loss or damage whatsoever, including without limitation, loss of use, loss of productive resources, loss of opportunity or anticipated profits, damages to good will or reputation or punitive or speculative damages, in each case relating to the Shared Facilities or its acts or failures to act under this Agreement.

8.4.2 No Effect on Indemnity Payments. Nothing in this Section 8.4 is intended to limit the payment of indemnities pursuant to Sections 3.4, 3.5 or 8.3.3.

8.4.3 No Effect on Payment of Insurance Proceeds. Nothing in this Section 8.4, or in any other provision of this Agreement, shall be construed so as to relieve any insurer of its obligation to any proceeds in accordance with the terms and conditions of any insurance policies maintained by or for the benefit of either Party.

ARTICLE 9

DIVISION OF SHARED FACILITIES

9.1 Notice of Proposed Division of Shared Facilities. If the Parties are unable to select a replacement Shared Facilities Operator as provided in Section 4.2.3, or if a Party demonstrates that continuing to use the Shared Facilities, or a portion of the Shared Facilities, as contemplated in this Agreement would cause it to suffer a Material Adverse Effect, then a Party may, upon not less than 180 days prior written notice to the other Party, propose that the Parties end the shared use of the Shared Facilities, or a portion of the Shared Facilities, and instead divide the Shared Facilities such that a discrete portion thereof is available for use exclusively by the Beltway Project and a discrete portion thereof is available for use exclusively by the I-95 Project. Any notice delivered pursuant to this Section 9.1 shall include sufficient detail regarding the division and subsequent use of the Shared Facilities as the receiving Party shall request.

9.2 Actions After Receipt of Notice. Within 30 days after receipt of a notice delivered pursuant to Section 9.1, the Parties shall meet to discuss the proposed division of the

Shared Facilities, including which specific components of the Shared Facilities are to be divided and how such division shall take place so as to minimize the impacts on each Party and its respective HOT Lanes Project. Thereafter, if the Party receiving the notice accepts the proposal to divide the Shared Facilities, or a portion thereof, then the Parties shall diligently seek to implement and complete the proposed division by not later than the date specified in the notice. If the Party receiving the notice rejects the proposal, it shall send a written response to the proposing Party explaining the reasons for the rejection, whereupon the dispute shall be resolved pursuant to Section 10.3.

9.3 Division of Shared Facilities. The Parties acknowledge that the installation of the additional TTMS components of the Shared Facilities pursuant to Section 4.1.2 is intended to result in the creation of a combined system. Such combined system will be designed as the primary system serving both HOT Lanes Projects and is intended to supplant the system serving the Beltway Project as of the Service Commencement Date of the I-95 Project. In the event of a division of the Shared Facilities, the primary system would be dedicated exclusively to one of the HOT Lanes Project, and the back-up system would be dedicated exclusively to serve the other HOT Lanes Project. In the absence of a different arrangement by the Parties, because 95 Express will pay the cost of obtaining and installing the additional TTMS components of the Shared Facilities, the primary system shall be made available to 95 Express, and the back-up system shall be made available to CBE. Except as otherwise provided in Section 4.2.3(c), in the event any modifications to either system are required as a result of the division of the Shared Facilities, the costs thereof shall be shared as the Parties agree in writing; provided, however, that the cost of discretionary modifications that are not necessary for a system to function to serve its respective HOT Lanes Project shall be paid by the Party desiring such modification.

9.4 Disputes. Any disputes regarding the division of the Shared Facilities that cannot be resolved by the Parties shall be resolved pursuant to Section 10.3.

9.5 Consequences of Division. Following the division of the Shared Facilities or any portion thereof, the provisions of this Agreement regarding shared use of the Shared Facilities (or of the portion thereof so divided) shall be null and void, and neither Party shall have any responsibility for operation or maintenance of the Shared Facilities that have been allocated to the other Party. Each Party shall cause its Lenders to release any lien or encumbrance as to any portion of the Shared Facilities that has been allocated to the other Party as a result of such division, but the lien of the Lenders as to a Party's rights and obligations under this Agreement may remain in effect.

9.6 Express Operations Center. Notwithstanding any division of the Shared Facilities, the Parties' obligations with respect to common costs for the Express Operations Center itself (excluding the other Shared Facilities), such as utilities and insurance, shall remain in full force and effect.

9.7 Amendments. The Parties shall amend this Agreement as may be necessary or appropriate to reflect the division of the Shared Facilities and use their best efforts to obtain VDOT and Lender approvals as required under the Comprehensive Agreement and Financing Documents applicable to each Party.

ARTICLE 10

MISCELLANEOUS

10.1 Insurance. Each of CBE and 95 Express shall maintain the insurance coverage required of each of them pursuant to its respective Comprehensive Agreement in respect of its HOT Lanes Project. Each liability insurance policy acquired and maintained by each Party, or caused to be acquired and maintained pursuant thereto, shall, from and after the date of Financial Close, be endorsed naming the other Party hereto and each of its respective employees, agents and Affiliates, as their interests may appear, as additional insureds with respect to any and all third party bodily injury or property damage claims arising from said primary insured's performance of this Agreement. If either Party fails to maintain the insurance required pursuant to this Section 10.1 and the other Party at its own expense furnishes or arranges for all or any part of such insurance for the non-compliant Party, the non-compliant Party shall fully reimburse the other Party for any premiums or other sums paid with respect to obtaining and maintaining such insurance within thirty (30) days of being invoiced for such amounts. In the event of any damage or destruction to the Express Operations Center or the other Shared Facilities, all insurance proceeds received by either Party shall be used proportionately based on the amount of the respective awards to restore the Express Operations Center and the other Shared Facilities. If such proportionate contribution of insurance proceeds is insufficient to restore the Express Operations Center and the other Shared Facilities but insurance proceeds remain available to either Party, such Party shall contribute such proceeds as may be necessary for the restoration. Any insurance proceeds received by a Party that are not needed for the restoration of the Express Operations Center and the other Shared Facilities may be retained by the Party to which they were paid. If the proceeds of insurance are insufficient to restore the Express Operations Center and the other Shared Facilities, each Party shall be obligated to contribute an additional amount toward such restoration (such amount being referred to as the "Additional Contribution") equal to the difference between (x) its then-current Allocated Interest of the aggregate cost of restoring the Express Operations Center and the other Shared Facilities, minus (y) the insurance proceeds received by such Party that are applied to restore the Express Operations Center and the other Shared Facilities; provided, however, that if a Party exercises its right to terminate its Comprehensive Agreement as a result of the occurrence of a "Significant Force Majeure Event" (so defined) under such Comprehensive Agreement, then such Party shall remit insurance proceeds for restoration of the Express Operations Center and the other Shared Facilities, but such Party shall not be obligated to make the Additional Contribution otherwise required by this sentence.

10.2 Force Majeure. If either Party is rendered wholly or partially unable to perform its obligations hereunder because of a Force Majeure Event (other than obligations of such Party to pay money hereunder when such payment is due), that Party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected, provided, however, that: (a) the affected Party gives the other Party Notice describing the particulars of the occurrence promptly after the occurrence of the Force Majeure Event, and, in no event more than three (3) days after the affected Party becomes aware of such occurrence; (b) within five (5) days after giving the Notice described in clause (a) above, the affected Party gives the other Party its best estimate of the occurrence's expected duration and probable impact on the performance of such Party's obligations hereunder, and continues to furnish timely regular reports with respect

thereto during the continuation of the Force Majeure Event; (c) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event; (d) no default of either Party which arose before the occurrence of the Force Majeure Event causing the suspension of performance shall be excused as a result of the occurrence, but so long as the affected Party shall have commenced and is diligently continuing to attempt to cure such default prior to the occurrence of the Force Majeure Event, the cure period (if any) with respect to such default shall be extended on a day-for-day basis to the extent a cure actually is prevented as a result of the Force Majeure Event; (e) the affected Party shall exercise all reasonable efforts to mitigate or limit damages to the other Party; and (f) the affected Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance. In resolving any dispute between the Parties under Section 10.3, the burden of proof as to whether a Force Majeure Event has occurred and whether the Force Majeure Event excuses the Party from performance under this Section 10.2 shall be upon the Party claiming such Force Majeure Event.

10.3 Dispute Resolution. The Parties agree to attempt to resolve informally all disputes arising in connection with the interpretation or application of the provisions of this Agreement or in connection with the determination of any other matters arising under this Agreement (each, a “Dispute”). Prior to commencing any litigation, a Party believing there is a Dispute shall notify senior management of the other Party by Notice delivered pursuant to Section 10.6 and offer to hold a meeting of senior management of both Parties. If there is no resolution within thirty (30) days after such meeting (or if no such meeting occurs within thirty (30) days after such notification of senior management of the other Party), the Parties may agree on specific dispute resolution procedures to be followed with respect to the Dispute in question or may commence litigation with respect to the dispute exclusively in the Circuit Court for the City of Alexandria, Virginia. During the pendency of any Dispute, the Parties shall continue to perform their respective obligations hereunder. Notwithstanding any other provision in this Agreement to the contrary, if any issue in dispute between the Parties is also the subject of, or relates to, a dispute being or to be determined under either Comprehensive Agreement, the Parties shall seek to cause the Dispute hereunder to be consolidated with the dispute resolution process or litigation occurring under such Comprehensive Agreement, and the Parties shall meet with the Department to coordinate such consolidation. If such consolidation does not occur, then any ongoing proceeding regarding the Dispute hereunder shall be stayed pending final resolution of the dispute under such Comprehensive Agreement, which resolution shall be binding on the Parties for all purposes of this Agreement.

10.4 Confidentiality and Publicity. Except as set forth in this Section 10.4, each of the Parties shall hold in confidence for the Term and for a period of five (5) years from the date of termination any confidential information (designated as such in writing) supplied to it by the other Party or otherwise related to this Agreement or the its HOT Lanes Project or any part thereof. Each Party shall inform its Representatives to whom confidential information must be provided in connection with such Party’s performance of this Agreement of its obligations under this Section 10.4 and shall apply the same safeguards used with respect to its own internal confidential information. Notwithstanding the foregoing, each Party may disclose the following categories of information or any combination thereof:

- (a) information contained in and required to be included in any filing required to be made with any Governmental Authority or required to be furnished to the Department under either Comprehensive Agreement;
- (b) information which was in the public domain prior to receipt thereof by such Party or which subsequently becomes part of the public domain by publication or otherwise except by a wrongful act of such Party;
- (c) information that such Party can show was lawfully in its possession prior to receipt thereof from the other Party through no breach of any confidentiality obligation to the other Party;
- (d) information received by such Party from a third party having no obligation of confidentiality to the other Party with respect thereto;
- (e) information at any time developed independently by such Party providing it is not developed from otherwise confidential information; and
- (f) information required to be disclosed under securities laws applicable to publicly traded companies and their subsidiaries.

In addition, each Party may disclose information regarding this Agreement, including the material terms hereof and information regarding performance hereunder, to (i) its employees, agents, independent accountants, attorneys and other professional advisors and consultants, in each case who have a need to know such information and have agreed in writing or are otherwise legally bound to keep such information confidential; and (ii) its Lenders and financial institutions and other Persons providing or expressing interest in providing debt financing, refinancing, or other credit support to such Party, and the agent or trustee of any of them, to rating agencies, and to Persons to which offering statements or other disclosure documents associated with the private or public offering of securities by or on behalf of such Party or the Beltway Project or the I-95 Project, as the case may be, are provided. Notwithstanding the foregoing, (i) each Party may publish information regarding this Agreement with the express written consent of the other Party, which consent shall not be unreasonably withheld, and (ii) each Party may provide information with respect to this Agreement and its respective HOT Lanes Project to its board (or equivalent) members and members consistent with its internal governance practices. Subject to the foregoing, neither Party shall issue any press or publicity release or otherwise release, distribute or disseminate any information for publication concerning this Agreement or the participation of the other Party in the transactions contemplated hereby without the prior written consent of the other Party, which consent shall not be unreasonably withheld. A Party making any disclosures or reporting required by a governmental or regulatory authority shall use reasonable efforts to maintain, and cause the governmental or regulatory authority to which disclosure is made to maintain, the confidentiality of confidential information, including through use of a protective order or other available mechanism.

10.5 Representations and Warranties. Each Party represents and warrants to the other Party that, as of the Effective Date: (i) it is duly organized and validly existing under the laws of its jurisdiction of formation and has all requisite power and authority to own its property and

assets and to conduct its business as presently conducted or as proposed to be conducted under this Agreement; (ii) it has the power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder; (iii) it has taken all necessary action to authorize its execution, delivery and performance of this Agreement, and this Agreement constitutes the valid, legal and binding obligation of such Party enforceable against it in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors or by general equitable principles (whether considered in a proceeding in equity or at law); (iv) no Governmental Approval is required for (a) the due and valid execution and delivery of this Agreement, or (b) the performance by such Party of its obligations under this Agreement, except such Governmental Approvals as have been duly obtained or made; (v) none of the execution or delivery of this Agreement, the performance by such Party of its obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof shall conflict with or violate any provision of its constituting documents, or conflict with, violate or result in a breach of any Law currently in effect, or conflict with, violate or result in a breach of or constitute a default under or result in the imposition or creation of any lien or security interest under any agreement or instrument to which it is a party or by which it or any of its properties or assets are bound, including the I-95 Project Documents and the Beltway Project Documents to which such Party is a party; (vi) no meeting has been convened for its Winding-Up and, so far as its officers are aware, no petition, application or the like is outstanding or threatened for its Winding-Up; (vii) it is not a party to any legal, administrative, arbitral or other proceeding, investigation or controversy pending, or, to the best knowledge of such Party, threatened, that would adversely affect such Party's ability to perform its obligations under this Agreement; and (viii) it holds or will hold when required all intellectual property rights necessary to utilize the Shared Facilities.

10.6 Notice. A notice, consent, approval or other communication (each a "Notice") under this Agreement shall be delivered in writing, addressed to the Person to whom it is to be delivered, and shall be (a) personally delivered to that Person's address (which shall include delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile to that Person's address, with a duplicate Notice sent by a nationally recognized overnight courier service to that Person's address. A Notice given to a Person in accordance with this Section 10.6 shall be deemed to have been delivered (a) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (b) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; provided, however, that such facsimile transmission shall be followed on the same day with the sending to such Person of a duplicate Notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section 10.6, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by Notice to the other Party in accordance with this Section 10.6:

If to CBE:

President
Capital Beltway Express LLC
6440 General Green Way, Room 495
Alexandria, VA 22312

If to 95 Express:

President
95 Express Lanes LLC
6440 General Green Way, Room 95
Alexandria, VA 22312

10.7 Interest. Any amount owed hereunder to either Party beyond the date that such amount first becomes due and payable under this Agreement shall accrue interest from and including the date that it first became due and payable until, but excluding, the date that it is paid at the applicable Default Rate.

10.8 Set-off. Each Party may deduct and set-off against any part of the balance due or to become due to the other under this Agreement, any amounts due from the other Party under or in connection with this Agreement.

10.9 Cooperation. The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. The Parties shall each construct, repair, operate and maintain, and conduct their activities associated with, the Shared Facilities in good faith, in accordance with the terms of this Agreement, in accordance with Good Industry Practice, and in a manner that minimizes interference with the operations of the other Party's HOT Lanes Project; provided, however, that notwithstanding anything to the contrary contained herein, neither Party shall be required to act in any manner that would interfere in any material respect with or cause a violation or breach of its obligations under, in the case of CBE, any of the Beltway Project Documents or, in the case of 95 Express, any of the I-95 Project Documents. If, during the Term, changes in the operations, facilities or methods of either Party will materially benefit a Party without detriment to the other Party, the Parties commit to each other to make reasonable efforts to cooperate and assist each other in making such change.

10.10 Books and Records. For a period of three (3) years after the issuance of any invoice or other request for payment of costs, payments, settlements or other amounts due under this Agreement, each Party shall have the right to audit, during regular business hours of the Party to be audited, at its own expense, all agreements, books and records regarding such costs, payments, settlements or other amounts and other supporting information pertaining to this Agreement, subject to the auditing Party maintaining the confidentiality of any applicable third party contracts or agreements. The Parties shall cooperate in any such audits. The Parties shall maintain accurate records for all agreements, books and records regarding such costs, payments, settlements or other amounts and other supporting information pertaining to this Agreement in

accordance with GAAP. All of the foregoing records shall be retained for three (3) years beyond the date of the invoice or other request for payment, or for such longer date required in accordance with GAAP. Adjustments to any costs, payments, settlements or other amounts paid under this Agreement that are discovered by any audit shall be payable by the responsible Party to the other Party within sixty (60) days after completion of the audit or, if the results thereof are disputed, within sixty (60) days after final resolution of the dispute, and shall include interest accrued on such adjustment for each calendar day from the original due date to the date of payment of such adjustment by the responsible Party at the rate and computation method specified in Section 10.7.

10.11 Governing Law; Waiver of Jury Trial. This Agreement 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 Agreement.

10.12 Severability and Renegotiation. Should any provision of this Agreement for any reason be declared invalid or unenforceable by a final and nonappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining provisions, and the remaining provisions shall remain in force and effect as if this Agreement had been executed without the invalid provision. In the event any term or provision of this Agreement is declared invalid or unenforceable, the Parties shall promptly renegotiate in good faith new provisions to eliminate such invalidity or unenforceability and to restore this Agreement as nearly as possible to its original intent.

10.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings written or oral other than those contained in this Agreement. This Agreement supersedes any and all oral or written agreements and understandings, written or oral, between the Parties concerning such subject matter.

10.14 Captions and Section Headings. The headings used throughout this Agreement are inserted for reference purposes only, and are not to be considered or taken into account in construing the terms or provisions of any article or section nor to be deemed in any way to qualify, modify or explain the effect of any such provisions or terms.

10.15 Survival. All provisions of this Agreement which expressly or by implication survive or come into or continue in force and effect following the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination. Expiration, cancellation or termination of this Agreement shall not affect any rights or obligations which have arisen or accrued before such expiration, cancellation or termination, including any in respect of antecedent breach.

10.16 Further Assurances. The Parties shall execute such additional documents including a consent to assignment, legal opinions, estoppel letters or similar documents, and shall cause such additional actions to be taken as may be required or, in the reasonable judgment of

any Party, be necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

10.17 Counterparts. This Agreement may be executed in any number of counterparts, which together shall constitute but one and the same instrument and each counterpart shall have the same force and effect as if they were one original.

10.18 No Partnership. Nothing contained in this Agreement shall be construed as creating a joint venture or partnership between the Parties or constitute an agency or employment relationship between the Parties. Neither Party shall be deemed to be under the control of, nor be deemed to control, the other Party. Each Party shall remain solely responsible for the actions of its own employees.


10.19 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto. Except for references to the Department, the Lenders and as set forth in Sections 8.1 and 8.2, nothing in this Agreement shall be construed to create any duty to, or standard or care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement.

10.20 No Effect on Lenders' Rights. Nothing in this Agreement is intended to, or will, diminish or otherwise alter the rights a Party's respective Lenders have with respect to such Party or the relevant HOT Lanes Project under the terms of such Party's Financing Documents or otherwise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have caused this Agreement to be signed by their respective officers thereunto duly authorized as of the day and year first set forth above.

CAPITAL BELTWAY EXPRESS LLC

By: 
Name: Michael Kulpo
Title: President

95 EXPRESS LANES LLC


By: 
Name: Michelle La Plante
Title: Attorney-in-Fact

Exhibit A

Initial Allocated Interests

CBE	50 percent
95 Express	50 percent

The Initial Allocation Interest has been determined based on the ratio of forecast vehicle gantry passages (toll transactions) for both the Beltway Project (CBE) and the I-95 Project (95 Express).

Exhibit B-1

Shared Facilities and Shared Services

<u>Tolling System Maintenance & Support</u>
Back Office Support and IT Ops
Back Office TMS Maintenance
<u>Tolling and Customer Management</u>
Channel Support of Web (Network Cost)
<u>Traffic Management Systems Support</u>
TMS Modifications and Enhancements
Express Operations Center – Equipment Maintenance & Repair
Express Operations Center – Building Maintenance
<u>Other Items</u>
Tolling System Modifications and Enhancements
TMS Telecom & Consumables
Plant Management and Facility Monitoring
Tolling System Telecom & Consumables

Exhibit B-2

Additional Shared Facilities

Electrical

Generator - Bifuel with Automatic Transfer Switches ¹
Gas feed for Generator ¹
Concrete Generator Pad ¹
Masonry wall enclosure at Generator for sound attenuation ¹
Gate at Generator Enclosure ¹
40 KVA expansion of the existing UPS
Electric connections for new furniture
Misc power modifications for server equipment

HVAC

Air conditioning unit in UPS Room including additional glycol piping and electrical
CRAC unit in server room
Drycooler for the new CRAC unit
Misc HVAC modifications

Furniture

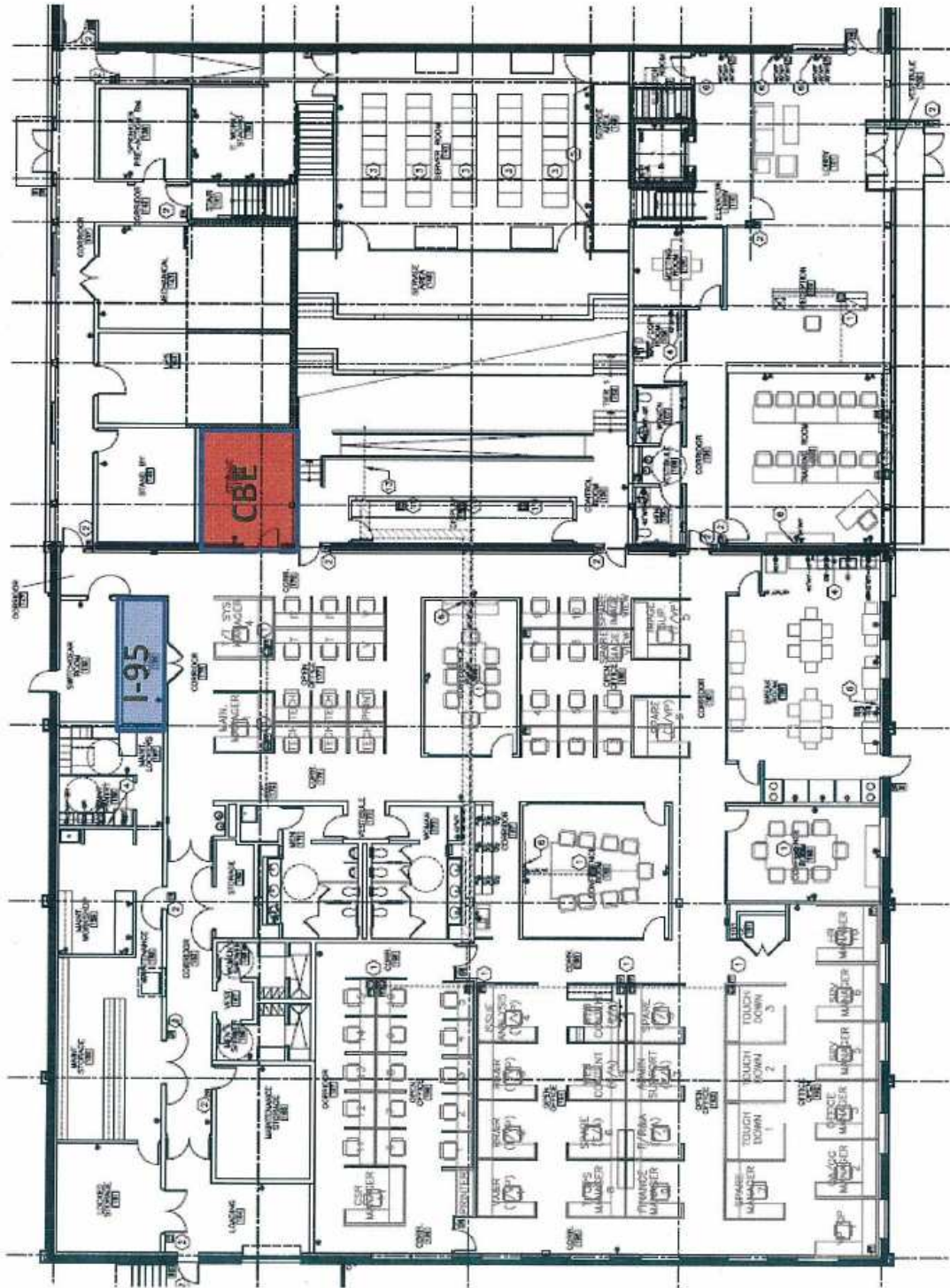
Control Room - Monitor arms, chairs, filing cabinets
Maintenance Tech Area Workstations
Image Viewer Area Workstations
CSR Workstations
Operations Open Area Workstations
Chairs for Maintenance, Image Viewer, CSR and Operations
Misc shelving and storage for Maintenance Area

Notes:

1. CBE will be responsible for 50% of these costs related to the back-up generator.

Exhibit C-1

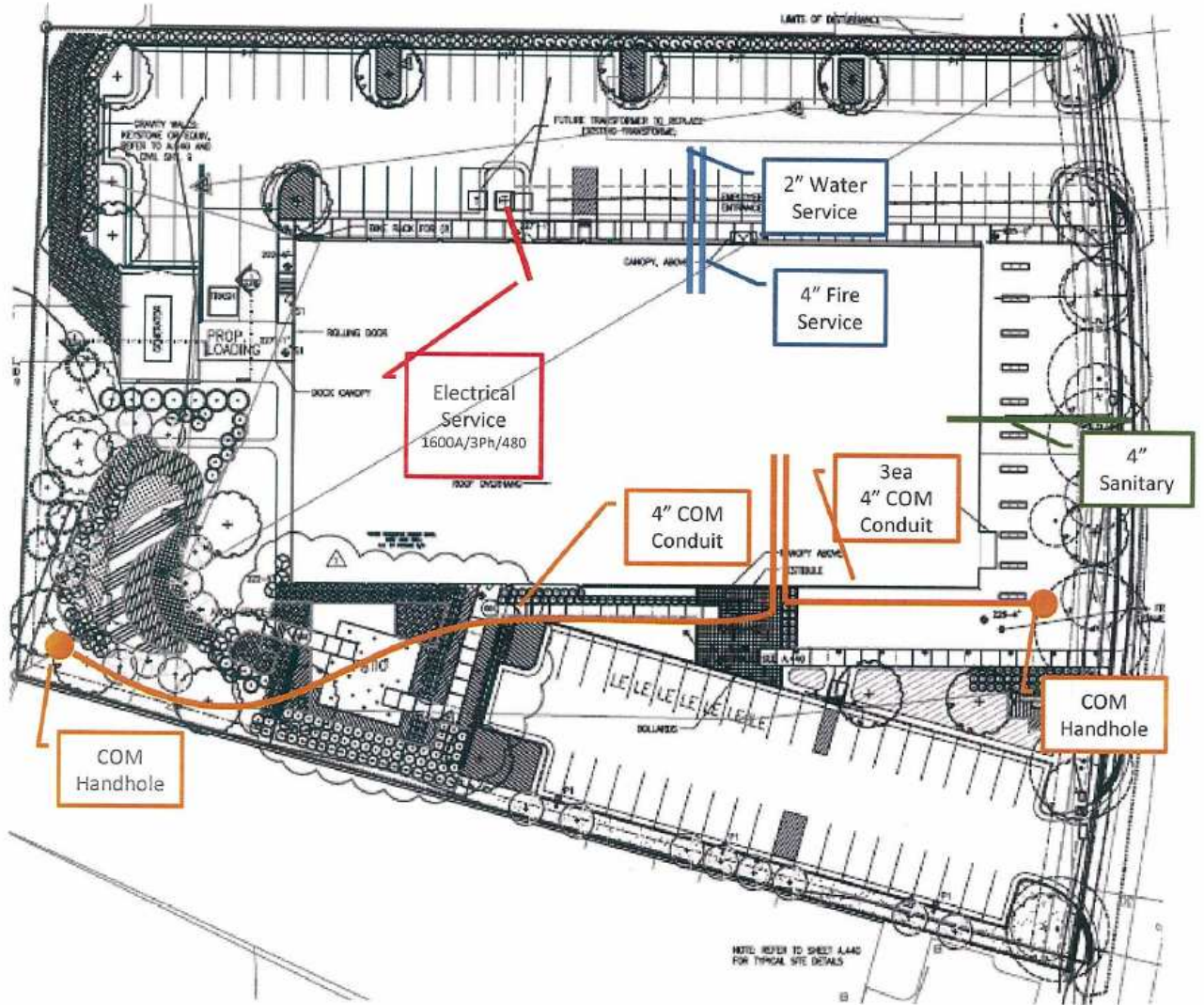
CBE and 95 Express Dedicated Space



DEDICATED AREAS

Exhibit C-2

Plans Showing Communications Lines, Fiber Optic Cables and Other Improvements



Schedule 1

Wiring Instructions

CTS Incoming Fed Wire Instructions	
Attention	Corporate Trust Services
Routing Transit Number	Wells Fargo Bank, N.A. 121000248
Beneficiary Account Number	0001038377 NOTE: Account number must be 10 digits
Beneficiary Account Name	Corporate Trust Wire Clearing
OBI	F/F/C: Account #22662144 Capital Beltway Shared Services Reserve Fund Attn: Beth Wexler