

Exhibit B
to Asset Purchase Agreement

Exhibit I
to Amended and Restated Comprehensive Agreement

CONSENT TO ASSIGNMENT

This CONSENT TO ASSIGNMENT (this "Consent"), entered into and effective June 29, 2006, is executed by the Virginia Department of Transportation, a department of the Commonwealth of Virginia (the "Department"), for the benefit of Transurban (895) LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. The Department and Pocahontas Parkway Association, a non-stock, not-for-profit corporation (as assignee of FD/MK Limited Liability Company ("FD/MK") pursuant to that certain Project Financing, Assignment and Assumption Agreement dated June 3, 1998 and hereinafter, the "Association") are parties to that certain Comprehensive Agreement to Develop and Operate Route 895 Connector, dated June 3, 1998 (the "Original Comprehensive Agreement"), pursuant to which the limited access tollway known as the Route 895 Connector located in Richmond, Virginia (and informally known as the Pocahontas Parkway) was developed and constructed and is being managed and operated (the "Project"). Each capitalized term used and not otherwise defined herein shall have the meanings assigned to such term in the Original Comprehensive Agreement.

B. In connection with the development, operation and management of the Project, the Department has also entered into the E-ZPass Electronic Toll Collection Agreement, dated as of August 31, 2005, including the Reciprocity Agreement attached thereto (the "ETC Agreement").

C. The Association and the Assignee have entered into an Asset Purchase Agreement, dated as of June 21, 2006 (the "Asset Purchase Agreement"), pursuant to which the Association intends to transfer, convey, sell and assign to the Assignee, and the Assignee intends to purchase, acquire and assume, all of the assets, properties and rights to manage, operate, maintain and collect tolls on the Project, and certain liabilities relating thereto, on the terms and subject to the conditions set forth in the Asset Purchase Agreement (such acquisition and other transactions contemplated by the Asset Purchase Agreement being referred to herein collectively as the "Transactions").

D. In order to consummate the Transactions on the Closing Date (as defined in the Asset Purchase Agreement), the Association will be required to assign all of its right, title and interest as Operator in, to and under the Original Comprehensive Agreement to the Assignee. The Association may not do so, however, without the Department's prior written consent as required by Section 20.1(a) of the Original Comprehensive Agreement.

E. On the Closing Date, the Department is delivering this Consent to enable the Association to assign its right, title and interest as Operator in, to and under the Original Comprehensive Agreement and the ETC Agreement to the Assignee and to address the other matters as set forth hereunder, because the Department is satisfied that the Transactions provide the following benefits to the Department:

(1) the purchase price paid by the Assignee to the Association provides sufficient funds to repay the SIB Bond, including accrued interest thereon;

(2) the Association is repaying to the Department all interest and expenses owed to the Department for certain operation and maintenance costs incurred by the Department since the Project opened to traffic;

(3) the Assignee is entering into an amendment and restatement of the Original Comprehensive Agreement (the "Amended and Restated Comprehensive Agreement") in the form attached hereto as Appendix A, which, among other things, relieves the Department of its long-term operations and maintenance responsibilities under Section 8.3 of the Original Comprehensive Agreement; and

(4) the Assignee is reimbursing the Department on the Closing Date for its out-of-pocket expenses incurred in connection with the Transaction.

NOW, THEREFORE, in consideration of the foregoing recitals and the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department, intending to be legally bound, hereby agrees as follows:

1. Consent to Assignment. In accordance with Section 20.1(a) of the Original Comprehensive Agreement, the Department hereby irrevocably consents to the assignment by the Association of its right, title and interest as Operator in, to and under each of the Original Comprehensive Agreement and the ETC Agreement to the Assignee; provided that none of FD/MK's duties, obligations and liabilities arising under the Design-Build Contract (as defined in the Original Comprehensive Agreement) or its indemnity obligations pursuant to the Original Comprehensive Agreement, shall be assigned to the Assignee. The Department hereby acknowledges and raises no objections to the consummation of the Transactions contemplated by the Asset Purchase Agreement and the other Acquisition Documents (as defined in the Asset Purchase Agreement).

2. Assignment by the Department.

(a) The Department hereby irrevocably and absolutely assigns to the Assignee all of the Department's rights under the Design-Build Contract, including warranties provided by FD/MK and by any subcontractor or vendor required to provide warranties thereunder.

(b) Pursuant to Section 18.04(e) of the Amended and Restated Comprehensive Agreement, the Department hereby (x) grants to the Assignee a nonexclusive, nontransferable,

irrevocable, fully paid-up license to use any Proprietary Intellectual Property (as defined in the Amended and Restated Comprehensive Agreement) of the Department that has been developed for the Project, solely in connection with the operation, maintenance and other incidental activities of the Project, and (y) assigns in favor of the Assignee the Department's rights in respect of any license by the Department's software suppliers for the use of any of their respective intellectual property for the Project, and the Department's rights under any escrow for source code and related documentation relating to such intellectual property, including, without limitation, its rights and interest in that certain Source Code Escrow Agreement, dated May 4, 2004, among the Department, InTrans Group Inc., FD/MK and SunTrust Bank, as escrow agent. The assignment provided in paragraph 2(b)(y) is revocable by the Department upon the termination of the Amended and Restated Comprehensive Agreement as provided therein (including by reason of any Operator Default under Section 17.01 of the Amended and Restated Comprehensive Agreement) or upon any earlier repossession of the Project in accordance with the terms of the ARCA.

3. Status of Project Agreements on Closing Date. To the best of its knowledge and belief, the Department certifies as of the date hereof that:

(a) A true, correct and complete copy of the Original Comprehensive Agreement is attached hereto as Appendix B, which copy of the Original Comprehensive Agreement represents the entire agreement between the Department and Association as to the matters referred to therein. The Original Comprehensive Agreement has not been rescinded or terminated and is in full force and effect, and there have been no amendments or modifications to the Original Comprehensive Agreement other than as provided for in the Directive Letters described in the following clause (b) and as contemplated by the Amended and Restated Comprehensive Agreement.

(b) True, correct and complete copies of the following directive letters issued pursuant to the Original Comprehensive Agreement are attached hereto as Appendix C:

(i) a Directive Letter – Discretionary Directed Change, dated November 28, 2000, regarding the Route 895/I-295 ramps,

(ii) a Directive Letter dated November 28, 2000 regarding the Airport Connector preliminary engineering,

(iii) a Directive Letter – Discretionary Directed Change, dated November 12, 2002, regarding the Airport Connector and,

(iv) a Directive Letter – Discretionary Directed Change, dated April 22, 2003, regarding Britton Road over Route 895 (collectively, the "Directive Letters").

Except for such Directive Letters, no other directive letters or other amendments, supplements or modifications to the Original Comprehensive Agreement have been executed.

(c) A true, correct and complete copy of the ETC Agreement attached hereto as Appendix D represents the entire agreement between the Department and the Association as to the matters referred to therein. The ETC Agreement has not been rescinded or terminated and is in full force and effect, and there have been no amendments or modifications to the ETC Agreement.

The documents contained in Appendices A through D are collectively referred to herein as the "Project Agreements."

(d) No FD/MK Default or Association Default as defined in Sections 17.1 and 17.4 of the Original Comprehensive Agreement attributable to FD/MK or the Association, as applicable, has occurred and is continuing and no breach, default, unsatisfied condition or other event has occurred, and no circumstance exists, that constitutes such an FD/MK Default or Association Default, as applicable, or that, with the giving of notice by the Department or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute an FD/MK Default or Association Default or would otherwise allow the Department to terminate the Original Comprehensive Agreement, suspend the Department's performance thereunder or otherwise excuse the Department from any failure to perform thereunder.

(e) No Department Default as defined in Section 17.7 of the Original Comprehensive Agreement attributable to the Department has occurred and is continuing, and no breach, default, unsatisfied condition or other event has occurred, and no circumstance exists, that constitutes such a Department Default or that, with the giving of notice by the Association or the passage of time (including the passage of time during which a default has occurred and has not yet been cured during any applicable grace period) or both, would constitute such a Department Default.

(f) The Department has no knowledge of any facts entitling the Department to any claim, counterclaim, offset or defense against the Association in respect of any of the Project Agreements and there exists no dispute between the Association and the Department.

(g) The Department has not received notice of any assignment of all or any part of the right, title and interest of the Association in, to and under any of the Project Agreements.

(h) As of the date hereof, there are no proceedings pending or threatened against or affecting the Department in any court or by or before any governmental authority or arbitration board or tribunal which could reasonably be expected to have a material adverse effect on the ability of the Department to perform its obligations under, or which purports to affect the legality, validity or enforceability of, this Consent or any of the Project Agreements.

(i) As of the date hereof, no default or breach or other event or condition exists under any of the Project Agreements that (i) permits any party thereto to

terminate such agreement or suspend its performance thereunder or excuse such party from any failure to perform thereunder or (ii) is reasonably likely to result in a material breach or material default thereunder.

4. Third-Party Beneficiary.

(a) The Assignee may rely upon the certifications and representations made by the Department in this Consent and is a third-party beneficiary hereto.

(b) This Consent shall be binding upon the Department and its successors and assigns. This Consent is provided for the sole benefit of the Assignee, and, except as specifically provided herein, shall not confer any rights or remedies upon any Person other than the Assignee and its respective successors and permitted assigns. No third party, including FD/MK, may rely on any statements of fact or representation or warranty made by the Department in this Consent, and the Department retains any claims it may have against such third parties.

5. Representations and Warranties. The Department represents and warrants to each of the Association and the Assignee that:

(a) The Department has all requisite power and authority to execute and deliver and to perform its obligations under each of the Project Agreements and this Consent.

(b) The execution, delivery and performance by the Department of each of the Project Agreements and this Consent have been duly authorized by all necessary action.

(c) Each of the Project Agreements and this Consent constitutes a legal, valid and binding obligation of the Department enforceable against it in accordance with the respective terms thereof, subject to (i) the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws and judicial decisions now or hereafter in effect affecting, generally, the enforcement of creditor's rights and remedies, (ii) the effect of rules of law governing equitable remedies and defenses, and the discretion of any court of competent jurisdiction in awarding equitable remedies, and (iii) the effect of rules of law governing enforcement and collection of damages against the Commonwealth of Virginia.

(d) The execution, delivery and performance of this Consent will not violate any applicable Law.

(e) The execution, delivery and performance of this Consent does not amend, modify or otherwise alter in any way the Original Comprehensive Agreement and the rights, duties and obligations of the parties as specified therein, other than as contemplated by the Transactions.

6. Miscellaneous.

(a) Notices. All notices, other communications and approvals required or permitted by this Consent shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

- (i) in the case of the Department:

Virginia Department of Transportation
1401 East Broad Street
Richmond, Virginia 23219
Attention: Commissioner
Facsimile: (804) 786-6250

With a copy to:

Senior Assistant Attorney General
Commonwealth of Virginia, Office of the Attorney General
900 E. Main Street
Richmond, Virginia 23219
Attention: John J. Beall, Jr., Esq.
Facsimile: (804) 786-9136

and to:

Karen J. Hedlund, Esq.
Nossaman, Guthner, Knox & Elliott, LLP
2111 Wilson Blvd., Suite 600
Arlington, Virginia 22201
Facsimile: (703) 351-9506

- (ii) in the case of the Assignee:

Transurban (895) LLC
P.O. Box 7693
Richmond, Virginia 23231
Facsimile: (804) 795-1782

with a copy to:

Daniel A. Mathews
Orrick, Herrington & Sutcliffe LLP
666 Fifth Avenue
New York, New York 10103-0001
Facsimile: (212) 506-5151

or such other persons or addresses as either party may from time to time designate by notice to the other. A notice, other communication or approval shall be deemed to have been sent and received (i) on the day it is delivered, or if such day is not a Business Day or if the notice is received after ordinary office hours (time of place of receipt), the notice, other communication or approval shall be deemed to have been sent and received on the next Business Day, or (ii) on the fourth Business Day after mailing if sent by U.S. registered mail. For purposes of this Consent, "Business Day" shall have the meaning specified in the Amended and Restated Comprehensive Agreement.

(b) Headings. The headings herein are for convenience only and shall be ignored in construing this Consent.

(c) Governing Law. This Consent shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. Venue for any legal action arising out of this Consent shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.

(d) Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

[signatures to follow]

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first written above.

VIRGINIA DEPARTMENT OF
TRANSPORTATION

By: _____
Name: _____
Title: _____

- Appendix A Copy of the Amended and Restated Comprehensive Agreement
- Appendix B Copy of the Original Comprehensive Agreement
- Appendix C Copy of the Directive Letters
- Appendix D Copy of the ETC Agreement