

## **ESCROW AGREEMENT**

This **ESCROW AGREEMENT** ("Escrow Agreement") is made and entered into as of December 8, 2016 by and among the **VIRGINIA DEPARTMENT OF TRANSPORTATION** (the "Department"), an agency of the Commonwealth of Virginia, I-66 Express Mobility Partners LLC (the "Developer"), a Delaware limited liability company, and SunTrust Bank, a Georgia banking corporation, as escrow agent hereunder (the "Escrow Agent") (the Department, the Developer and the Escrow Agent are herein referred to collectively as the "Parties").

### **RECITALS**

**WHEREAS**, the Department and the Developer have entered into a Comprehensive Agreement Relating to the Transform 66 P3 Project (the "Project"), dated as of December 8, 2016 (the "Comprehensive Agreement"), pursuant to which the Department has granted a permit to the Developer, which includes (i) the right and obligation to develop, design, finance, construct, operate and maintain the Project and (ii) the right to establish, impose, charge, collect, use and enforce payment of tolls and related charges;

**WHEREAS**, pursuant to Section 18.05 of the Comprehensive Agreement, the Developer is required to submit to the Department the Escrow Documents;

**WHEREAS**, the Developer and the Department desire to appoint the Escrow Agent to act as escrow agent hereunder in the manner hereinafter set forth, and the Escrow Agent is willing to act in such capacity; and

**WHEREAS**, it is a condition to the execution and delivery by the Department of the Comprehensive Agreement that this Escrow Agreement be entered into among the Parties.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and in consideration of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties, intending to be legally bound, do hereby agree as follows.

### **ARTICLE 1.**

#### **DEFINITIONS AND ORDER OF PRECEDENCE**

##### **Section 1.01 Definitions**

Capitalized terms used but not otherwise defined in this Escrow Agreement have the respective meanings set forth in Exhibit A to the Comprehensive Agreement. The following terms shall have the following meanings:

"Construction Escrow Documents" shall mean the documentary information generated with respect to the expected costs of the Work as listed in the inventory attached hereto as

Annex 1, as such annex may be amended, supplemented or replaced from time to time as agreed between the Department and the Developer.

“Escrow Documents” shall mean, collectively, the Construction Escrow Documents and the Financing Escrow Documents.

“Financing Escrow Documents” shall mean the documentary information listed in the inventory attached hereto as Annex 2, as such annex may be amended, supplemented or replaced from time to time as agreed between the Department and the Developer.

### **Section 1.02 Order of Precedence**

In the event of any conflict, ambiguity or inconsistency between the provisions of the Comprehensive Agreement and the provisions of this Escrow Agreement, the provisions of this Escrow Agreement shall prevail.

### **Section 1.03 No Effect on Comprehensive Agreement**

Nothing in this Escrow Agreement amends or modifies any of the Developer’s or the Department’s obligations and rights under the Comprehensive Agreement.

## **ARTICLE 2.**

### **ESCROW ARRANGEMENTS**

#### **Section 2.01 Appointment of Escrow Agent**

The Developer and the Department hereby appoint the Escrow Agent to serve as escrow agent hereunder, and the Escrow Agent hereby accepts such appointment, subject to the terms and conditions set forth in this Escrow Agreement. The Escrow Agent shall hold, manage, provide access to and dispose of the Escrow Documents in accordance with the terms hereof.

#### **Section 2.02 Deposit of Escrow Documents**

In accordance with Section 18.05 of the Comprehensive Agreement, the Department (or, at the request of the Department, the Developer) shall deliver and deposit with the Escrow Agent the Escrow Documents in the same sealed containers in which the Developer delivered the Escrow Documents to the Department, which containers shall not have been opened or the contents thereof altered or modified in any way by the Department or any other person. The Escrow Agent shall provide to each Party written acknowledgment of the receipt of the Escrow Documents and any subsequent additions or modifications to the Escrow Documents promptly upon receipt thereof. The Escrow Agent is not required to take notice of the Escrow Documents or the contents thereof, which the Escrow Agent shall hold only for custodial purposes. Upon delivering any materials hereunder to the Escrow Agent, the delivering Party shall designate whether such materials are Construction Escrow Documents or Financing Escrow Documents. The Escrow Agent shall not be required to review any of the materials delivered to it and shall be entitled to conclusively rely upon without inquiry the designation assigned to such materials by the delivering Party.

### **Section 2.03 Ownership; Use and Review of Escrow Documents**

The Parties hereby acknowledge and agree that the Escrow Documents are, and shall always be, the property of the Developer. The Escrow Agent shall provide prompt access to the Escrow Documents for review and copying upon receipt by it of a written notice requesting such access signed by the Department or the Developer, as the case may be, together with the certificate of the Department or the Developer, as applicable, referred to below in this Section 2.03; *provided* that the Department, prior to making such request, has given a minimum of 24 hours written notice to the Developer, and the Developer, prior to making such request, has given a minimum of 24 hours written notice to the Department. The Escrow Agent shall not permit access to the Escrow Documents to any person other than the Developer, authorized representatives of the Developer, the Department, members of the Department's staff pursuant to Section 18.05 of the Comprehensive Agreement and to the Department's Consultants. For purposes of certainty, authorized representatives of the Developer shall include designated representatives of the Design-Build Contractor. Such authorized representatives of the Developer and the Department staff and Consultants shall be entitled to conduct examinations, reviews and make copies of the Escrow Documents at any time deemed necessary and for any reason. As a condition to allowing access to the Escrow Documents to any person, the Escrow Agent shall be entitled to receive and to conclusively rely upon without inquiry, as applicable, on (i) a certificate of the Developer that such person is an authorized representative of the Developer and is entitled to access to the Escrow Documents pursuant to this Escrow Agreement and the Comprehensive Agreement and that the Developer has given the Department at least 24 hours prior written notice of its request for access to the Escrow Documents or (ii) a certificate from the Department that such person is a member of the Department's staff pursuant to Section 18.05 of the Comprehensive Agreement or is one of the Department's Consultants and is entitled to access to the Escrow Documents pursuant to this Escrow Agreement and the Comprehensive Agreement and that the Department has given the Developer at least 24 hours prior written notice of its request for access to the Escrow Documents.

### **Section 2.04 Release and Return of Escrow Documents**

(a) The Escrow Agent shall hold the Escrow Documents in its possession at its offices in Richmond, Virginia until directed to deliver such Escrow Documents upon receipt of a written certification delivered pursuant to Section 2.04(b) or (c) below or a final disposition as contemplated by Section 2.05 hereof, as applicable, whereupon the Escrow Agent shall deliver the appropriate Escrow Documents to the Developer.

(b) The Escrow Agent shall release the Construction Escrow Documents to the Developer upon receipt by the Escrow Agent of a certification from the Developer and the Department (which the Developer and the Department hereby agree to deliver promptly following the occurrence of the events noted in this clause (b)) stating that the Project has achieved Project Completion, final payment has been made to the Design-Build Contractor and all claims or disputes arising under or related to the Design-Build Contract have been fully and finally resolved and/or adjudicated.

(c) The Escrow Agent shall release the Construction Escrow Documents (to the extent not released earlier pursuant to clause (b) above) and the Financing Escrow Documents to

the Developer upon receipt by the Escrow Agent of a certification from the Developer and the Department (which the Developer and the Department hereby agree to deliver promptly following the occurrence of the events noted in this clause (c)) stating that the Comprehensive Agreement has been terminated in accordance with the provisions thereof and all claims or disputes arising under or related to the Comprehensive Agreement have been fully and finally resolved and/or adjudicated.

### **Section 2.05 Termination**

This Escrow Agreement shall continue in effect and shall automatically terminate at such time as all Escrow Documents are released to the Developer as provided in Section 2.04 hereof. It is agreed and understood that in the event of disagreement between the Parties hereto, the Escrow Agent will, and does, reserve the right to hold the Escrow Documents in its possession, and all papers in connection with or concerning this escrow, until mutual agreement has been reached between the Parties or until delivery thereof is ordered pursuant to a final disposition reached pursuant to the dispute resolution provisions of Article 21 of the Comprehensive Agreement and the Escrow Agent shall not be or become liable in any way to the Department or the Developer or any other person or entity for its continuing to hold the Escrow Documents and all other such papers in its possession until receipt of such mutual agreement of the Parties or such final disposition. The Developer and the Department agree to give the Escrow Agent joint written notice upon which the Escrow Agent shall be entitled to conclusively rely of any such final disposition reached pursuant to the dispute resolution provisions of Article 21 of the Comprehensive Agreement, and the Escrow Agent shall be entitled to assume conclusively and without inquiry that no such final disposition has been reached until the Escrow Agent receives such joint written notice.

## **ARTICLE 3.**

### **ESCROW AGENT**

#### **Section 3.01 Liability of Escrow Agent**

The Escrow Agent undertakes to perform only those duties that are expressly set forth in this Escrow Agreement, and the Parties hereto acknowledge that these duties are purely ministerial in nature. The Escrow Agent shall have no responsibility to any person in connection with this Escrow Agreement, except as specifically provided herein, and shall not be responsible for anything done or omitted to be done by it except for its own gross negligence or willful default in the performance of any obligation imposed on it hereunder. Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the other Parties with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Escrow Documents and to dispose of and deliver the same in accordance with this Escrow Agreement. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including but not limited to lost

profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. If the Escrow Agent is called upon by the terms of this Escrow Agreement to determine the occurrence of any event or contingency, the Escrow Agent may request from the other Parties or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the other Parties, among others, at any time. The permissive rights of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. In carrying out its duties and obligations under the terms of this Escrow Agreement, the Escrow Agent shall be protected in acting upon any written instruction, notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other paper or document which the Escrow Agent in good faith believes to be genuine and what it purports to be, including, but not limited to, items requesting or authorizing release, disbursement or retainage of the subject matter of this Escrow Agreement and items amending the terms of the Escrow Agreement. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent shall not be obligated to take any legal action or to commence any proceedings in connection with this Escrow Agreement or any property held hereunder or to appear in, prosecute or defend in any such legal action or proceedings. The Escrow Agent may request an opinion of counsel for a determination of any legal issue which might arise in the performance of its duties hereunder and such opinion of counsel shall be full and complete authorization for any action taken, suffered or omitted by the Escrow Agent in reliance thereon. The Developer shall promptly pay, upon demand, the reasonable fees and expenses of such counsel. The Escrow Agent and any director, officer or employee of the Escrow Agent may become financially interested in any transaction in which any of the other Parties may be interested and may contract and lend money to any such Party and otherwise act as fully and freely as though it were not escrow agent under this Escrow Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any other Party. This Escrow Agreement sets forth exclusively the duties of the Escrow Agent with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. The Escrow Agent shall in no event be deemed to be a fiduciary to any Party or any other person or entity under this Escrow Agreement.

### **Section 3.02 Payment of Escrow Agent**

(a) The Developer agrees to pay to the Escrow Agent compensation, and to reimburse the Escrow Agent for costs and expenses, all in accordance with the provisions of Exhibit A hereto, which is incorporated herein by reference and made a part hereof. The Escrow Agent and the Developer acknowledge and agree that the Department shall have no liability in respect of any fees or expenses of the Escrow Agent.

(b) The Developer agrees to indemnify, defend and hold harmless the Escrow Agent and each of the Escrow Agent's officers, directors, agents and employees (the "Indemnified Parties") from and against any and all losses, liabilities, claims, damages, expenses and costs (including, without limitation, attorneys' fees and expenses) of every nature whatsoever (collectively, "Losses") which any such Indemnified Party may incur and which arise directly or indirectly from this Escrow Agreement or which arise directly or indirectly by virtue of the Escrow Agent's undertaking to serve as Escrow Agent hereunder; *provided, however*, that no

Indemnified Party shall be entitled to indemnity with respect to Losses that have been finally adjudicated by a court of competent jurisdiction to have been primarily caused by such Indemnified Party's gross negligence or willful misconduct. The provisions of this section shall survive the termination of this Escrow Agreement and any resignation or removal of the Escrow Agent.

### **Section 3.03 Resignation and Replacement of Escrow Agent**

The Escrow Agent may resign, and thereby become discharged from the duties and obligations hereby created, by written notice given to the Department and the Developer, not less than 90 days before such resignation shall take effect. Such resignation shall take effect immediately, however, upon the earlier appointment of a new Escrow Agent hereunder and acceptance of the duties hereby created. The Escrow Agent shall continue to serve as Escrow Agent until a successor is appointed and the Escrow Documents have been properly transferred to the successor Escrow Agent. In the event of the resignation of the Escrow Agent and the appointment of a successor Escrow Agent prior to the expiration of this Escrow Agreement, the Escrow Agent shall rebate to the Developer a ratable portion of any prepaid fee theretofore paid by the Developer to the Escrow Agent for its services hereunder. After any notice of resignation of the Escrow Agent, the Developer shall undertake to appoint a replacement Escrow Agent on terms reasonably acceptable to the Developer and the Department.

## **ARTICLE 4.**

### **GENERAL PROVISIONS**

#### **Section 4.01 Address for Notices**

(a) Whenever under the provisions of this Escrow Agreement it will be necessary or desirable for one Party to serve any approval, notice, request, demand, report or other communication on another Party, the same will be in writing and will not be effective for any purpose unless and until actually received by the addressee or unless served (i) personally, (ii) by independent, reputable, overnight commercial courier, (iii) by facsimile transmission, where the transmitting Party includes a cover sheet identifying the name, location and identity of the transmitting Party, the phone number of the transmitting device, the date and time of transmission and the number of pages transmitted (including the cover page), where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and where the facsimile transmission immediately is followed by service of the original of the subject item in another manner permitted herein or (iv) by deposit in the United States mail, postage and fees fully prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to the Department:

Virginia Department of Transportation  
1401 E. Broad Street  
Richmond, VA 23219  
Attention: Chief Engineer

Facsimile: (804) 786-2940

*With a copy to:*

Office of the Attorney General  
900 E. Main Street  
Richmond, VA 23219  
Attention: Chief of Transportation Section  
Facsimile: (804) 786-9136

If to the Developer:

I-66 Express Mobility Partners LLC  
9600 Great Hills Trail, Suite 250E  
Austin, TX 78759  
Attention: Legal Department  
Telephone: (512) 637-8545

*With a copy to:*

Gibson Dunn & Crutcher LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Tomer Pinkusiewicz  
Telephone: (212) 351-2630  
Facsimile: (212) 351-5230

If to the Escrow Agent:

SunTrust Bank  
Attn: Escrow Services  
919 East Main Street, 7th Floor  
Richmond, Virginia 23219  
Client Manager: Charles Henderson, Trust Officer  
Phone: 804-782-7087  
Facsimile: 804-225-7141  
Email: Charles.Henderson@SunTrust.com

(b) Any Party may, from time to time, by notice in writing served upon the other Parties, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally will be deemed delivered upon receipt, if served by mail or independent courier will be deemed delivered on the date of receipt as shown by the addressee's registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the United States Postal Service or independent courier, and if served by facsimile

transmission will be deemed delivered on the date of receipt as shown on the received facsimile (provided, that the original is thereafter delivered as aforesaid).

#### **Section 4.02 Successors and Assigns**

This Escrow Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns. Except as hereinafter provided, neither this Escrow Agreement nor any rights or obligations hereunder may be assigned by any Party without the express written consent of each of the other Parties. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business of the Escrow Agent may be transferred, shall be the Escrow Agent under this Escrow Agreement without further act. The Department and the Escrow Agent hereby consent to the collateral assignment (the "Assignment") of this Escrow Agreement in whole by the Developer to the Collateral Agent as security for the performance of the Developer's obligations under the Project Financing Agreements. Pursuant to the Assignment, the Collateral Agent and its designee or assignee shall have the right to assume the benefits and obligations of the Developer under this Escrow Agreement. In the event that the Collateral Agent or such designee or assignee exercise such right by notice to the Escrow Agent, as of the date of such assumption of benefits and obligations of the Developer hereunder, the Collateral Agent may, in connection with any default under any Project Financing Agreement, assign any rights assigned to it hereunder to any other entity. However, the Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of the Developer unless the Escrow Agent receives clear, authoritative and conclusive written evidence of the change of Party together with a written assumption of the obligations of the Developer by the successor or assign in form and substance reasonably acceptable to the Escrow Agent and any information requested by the Escrow Agent with respect to the successor or assign to enable the Escrow Agent to satisfy the requirements of the customer identification program under the USA PATRIOT Act.

#### **Section 4.03 Counterparts**

This Escrow Agreement may be executed in several counterparts each of which shall be an original and all of which together shall constitute one and the same instrument.

#### **Section 4.04 Waiver**

Any term of this Escrow Agreement may be waived by the Party entitled to the benefits thereof, provided that any such waiver must be in writing and signed by the Party against whom the enforcement of the waiver is sought. No waiver of any condition, or breach of any provision of this Escrow Agreement, in any one or more instances, shall be deemed to be a further or continuing waiver of such condition or breach. Delay or failure to exercise any right or remedy shall not be deemed the waiver of that right or remedy.

#### **Section 4.05 Benefit of Agreement; Amendments**

(a) This Escrow Agreement is made for the benefit of the Escrow Agent, the Developer and the Department, except as otherwise expressly provided herein.



(b) This Escrow Agreement shall not be amended without the prior written consent of the Developer, the Department and the Escrow Agent.

#### **Section 4.06 Severability**

In the event any one or more of the provisions contained in this Escrow Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Escrow Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Section 4.07 Prior Contracts Superseded**

This Escrow Agreement constitutes the sole agreement of the Parties hereto with respect to the subject matter set forth herein and supersedes any prior understandings or written or oral contracts between the Parties respecting such subject matter, and no other agreement entered into between the Department and the Developer or either of them with any other person or entity, including, without limitation, the Comprehensive Agreement, shall be considered as adopted or binding, in whole or in part, upon the Escrow Agent notwithstanding that any such other agreement may be deposited with the Escrow Agent or the Escrow Agent may have knowledge thereof.

#### **Section 4.08 Effect of Breach**

Without prejudice to any rights a Party otherwise may have, a breach of this Escrow Agreement shall not of itself give rise to a right to terminate the Comprehensive Agreement.

#### **Section 4.09 No Third-Party Beneficiaries**

Except as otherwise set forth in Section 3.02 with respect to Indemnified Parties, nothing contained in this Escrow Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties hereto toward, any person or entity that is not a Party.

#### **Section 4.10 No Partnership**

Nothing contained in this Escrow Agreement shall be deemed to constitute a partnership between the Parties hereto. None of the Parties shall hold itself out contrary to the terms of this Section 4.10.

#### **Section 4.11 Governing Law**

This Escrow 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 State. Venue for any legal action arising out of this Escrow Agreement shall lie in the Circuit Court in the City of Richmond, Virginia, Division I.

#### **Section 4.12 Authorized Signatures**

Contemporaneously with the execution and delivery of this Escrow Agreement and, if necessary, from time to time thereafter, each of the Parties to this Escrow Agreement (other than the Escrow Agent) shall execute and deliver to the Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit B-1 or B-2 hereto, as applicable (each, a “Certificate of Incumbency”) for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to the Escrow Agent on behalf of each such party. Until such time as the Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to the Escrow Agent. Whenever this Escrow Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to the Escrow Agent, the Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.

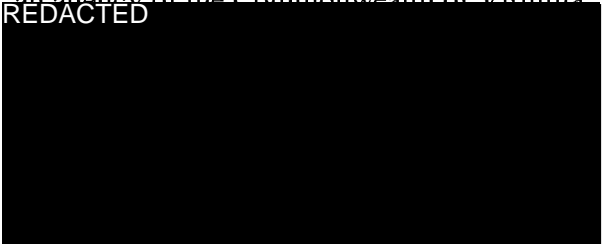
*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Parties have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

an agency of the Commonwealth of Virginia

REDACTED



I-66 EXPRESS MOBILITY PARTNERS LLC  
a Delaware limited liability company

REDACTED

By:  
Name  
Title

By:  
Name  
Title

SUNTRUST BANK  
a Georgia bank corporation

REDACTED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

**Schedule of Fees & Expenses**

**Acceptance/Legal Review Fee:**      **\$600** – one time payable within 30 days of receipt of invoice therefor

The Legal Review Fee includes review of all related documents and accepting the appointment as Escrow Agent by SunTrust Bank. This is a one-time fee payable within the time period stated above following execution of the Escrow Agreement.

**Administration Fee:**                      **\$3,500** – payable within 30 days of receipt of invoice therefor (x) after the date of signing of the Escrow Agreement and (y) each anniversary thereof, if applicable

The Administration Fee includes providing routine and standard services of an Escrow Agent. Extraordinary expenses, including legal counsel fees, will be billed as out-of-pocket. The Administration Fee within 30 days of receipt invoice therefor. The fees shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

**Out-of-Pocket Expenses:**      **At Cost**

Out-of-pocket expenses such as, but not limited to, postage, courier, overnight mail, wire transfer, travel, legal (out-of-pocket to counsel) or accounting, will be billed at cost.

**Certificate of Incumbency  
(List of Authorized Persons)**

Client Name: VIRGINIA DEPARTMENT OF TRANSPORTATION

As an Authorized Person of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<u>Name</u>	<u>Title</u>	<u>Signature</u>	<u>Phone Number</u>
REDACTED			

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized person on  
December 8, 2016

By:  
Name:  
Its:

REDACTED

**Certificate of Incumbency  
(List of Authorized Persons)**

Client Name: I-66 EXPRESS MOBILITY PARTNERS LLC

As an Authorized Person of the above referenced entity, I hereby certify that each person listed below is an authorized signor for such entity, and that the title and signature appearing beside each name is true and correct.

<b>Name</b>	<b>Title</b>	<b>Signature</b>	<b>Phone</b>
REDACTED			

IN WITNESS WHEREOF, this certificate has been executed by a duly authorized person  
December 8, 2016.

REDACTED



## ANNEX 1

### Construction Escrow Documents

**Cost and Pricing Data** (submitted to the Department as part of the Financial Proposal on October 11, 2016). Submitted to escrow in hard copy format on the date of the Escrow Agreement.

**Design-Build Contract**, dated as of December 8, 2016, by and between I-66 Express Mobility Partners LLC, as developer, and FAM Construction, LLC, as contractor, submitted into escrow the date of the Escrow Agreement.

## ANNEX 2

### **Financing Escrow Documents**

**Initial Base Case Financial Model** (submitted to the Department as part of the Financial Proposal on October 11, 2016). Submitted to escrow in hard copy and electronic formats on the date of the Escrow Agreement.