

**AMENDMENT NO. 2 TO THE COMPREHENSIVE AGREEMENT RELATING TO
THE DOWNTOWN TUNNEL/MIDTOWN TUNNEL/MARTIN LUTHER KING
FREEWAY EXTENSION PROJECT**

This AMENDMENT NO. 2 TO THE COMPREHENSIVE AGREEMENT RELATING TO THE DOWNTOWN TUNNEL/MIDTOWN TUNNEL/MARTIN LUTHER KING FREEWAY EXTENSION PROJECT (this "Amendment") is made and entered into as of April 13, 2012 by and between the VIRGINIA DEPARTMENT OF TRANSPORTATION (the "Department"), an agency of the Commonwealth of Virginia (the "State"), the address of which Department is 1401 East Broad Street, Richmond, Virginia 23219; and ELIZABETH RIVER CROSSINGS OPCO, LLC, a Delaware limited liability company (the "Concessionaire"), the address of which is 99 Canal Center Plaza, Suite 125, Alexandria, Virginia 22314.

RECITALS

WHEREAS, the Department and the Concessionaire entered into the Comprehensive Agreement Relating to the Downtown Tunnel/Midtown Tunnel/Martin Luther King Freeway Extension Project, dated as of December 5, 2011, as amended by an Amendment No. 1 to the Comprehensive Agreement, dated as of March 21, 2012 (as amended, the "Comprehensive Agreement"), pursuant to which the Department has granted to the Concessionaire the right to develop and operate the Project (as more specifically defined and described in the Comprehensive Agreement);

WHEREAS, the Department and the Concessionaire have entered into an Electronic Toll Collection Agreement dated as of the date hereof (the "Electronic Toll Collection Agreement") pursuant to which the Department shall provide certain services necessary for the operation of an electronic toll collection system with respect to the Project;

WHEREAS, the Department and the Concessionaire have agreed to limit toll charges at the High Street ramps to be constructed on the New MLK Extension, such that vehicles entering or exiting the New MLK Extension from the High Street ramps and undertaking a local trip in the City of Portsmouth, Virginia will not be required to pay tolls; and

WHEREAS, the Department and the Concessionaire desire to amend and clarify their respective rights and obligations under the Comprehensive Agreement, on the terms set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Each capitalized term used and not otherwise defined herein shall have the respective meanings assigned to such term in the Comprehensive Agreement.

2. Amendments to Section 5.01 (Tolling of the Project).

(a) Section 5.01(a) is hereby amended by adding the following new clauses:

“(iii) Notwithstanding the foregoing, the Concessionaire agrees to the limitations on the right to charge and collect tolls on the New MLK Extension specified in this paragraph. Tolling gantries will be placed on the existing London Boulevard ramps and on the High Street ramps to be constructed on the New MLK Extension and the toll system will be programmed so that each vehicle exiting on either the London Boulevard ramps or High Street ramps and reentering the New MLK Extension or the Martin Luther King Expressway at the other interchange’s ramps within ten minutes (thereby bypassing the main tolling gantry located on the New MLK Extension between London Boulevard and High Street) will be classified as a “through trip” on the New MLK Extension and charged a toll; all other vehicles exiting or entering the New MLK Extension on either the High Street ramps or the London Boulevard ramps and not reentering within the ten minute limit will be classified as a “local trip” and will not be charged a toll.

(iv) The Concessionaire will install and maintain signs notifying motorists of the limited toll-free access to the New MLK Extension on the High Street ramps and London Boulevard ramps identified in Section 5.01(a)(iii).

(b) Section 5.01 is hereby further amended by adding the following new Section 5.01(i):

“If (i) the Department imposes charges or fees for the provision of ETC Services (as defined in the Electronic Toll Collection Agreement) in addition to the VDOT Processing Fee set forth in Article 4 of the Electronic Toll Collection Agreement, whether by amendment or supplement to the Electronic Toll Collection Agreement or otherwise, the Department agrees to pay the Concessionaire the amount of such charges or fees; provided, however, that the Department will not be obligated to pay for increased charges or fees resulting from (A) changes to the ETC Services requested by the Concessionaire or (B) increases to the VDOT Processing Fee which are made in accordance with the Electronic Toll Collection Agreement; or (ii) the Department, or its successors or assigns, ceases to provide all or a material part of the ETC Services and as a result the Concessionaire incurs costs related to self-performing, or engaging a Contractor to perform, the ETC Services no longer provided by the Department, or its successors or assigns, then the Department agrees to pay the Concessionaire the amount of such reasonable costs. If the Concessionaire self-performs or contracts with a Contractor to provide ETC Services, the Department, or its successors or assigns, will provide the same access to customer accounts as if the Department continued to provide the ETC Services, if such access is permitted

by Law and if the Concessionaire pays to the Department, or its successors or assigns, the reasonable costs of providing such access."

3. Amendment to Section 7.02 (Public Funds). Section 7.02 shall be amended by deleting the second sentence and replacing it with the following sentence:

"The Public Funds Amount will be adjusted pursuant to Section 7.03(b)."

4. Amendment to Section 7.03 (Financial Close). Section 7.03(b)(v) shall be amended by adding the following sentence to the end of the penultimate sentence in such clause (v):

"Upon finalization of the adjustments to the Public Funds Amount set forth in this clause (v), the Public Funds Amount will be further reduced as of the Financial Close Date by an amount equal to the sum of \$3 million plus the amount of any payments by the Department to the Concessionaire prior to the Financial Close Date (not to exceed \$2 million in the aggregate) for Early Work performed pursuant to the First Amendment to the Interim Agreement dated as of August 19, 2011 or pursuant to the Agreement."

5. Amendment to Exhibit M (Public Funds Amount Payment Terms). Section 1(a) of Exhibit M to the Comprehensive Agreement shall be deleted and replaced with the following paragraph:

"The Department will deposit \$362 million ("Public Funds Amount") into the VDOT Funding Account on or before the Financial Close Date."

6. No Modification. This Amendment is limited to the matters set forth herein and shall not constitute a modification or waiver of any other provision of the Comprehensive Agreement or the Electronic Toll Collection Agreement.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Amendment on the date first written above.

VIRGINIA DEPARTMENT OF TRANSPORTATION

signature on file with VDOT

By: _____
Gregory A. Whirley, Sr.
Commissioner of Highways

ELIZABETH RIVER CROSSINGS OPCO, LLC

By: _____ signature on file with VDOT
Name: _____
Title: _____

By: _____ signature on file with VDOT
Name: _____
Title: _____