

AMENDMENT NO. 2 TO THE VIOLATIONS PROCESSING SERVICES AGREEMENT (this "Amendment"), entered into as of June 18, 2019, by and between 95 Express Lanes LLC, a Delaware limited liability company (the "Participant") and the Virginia Department of Transportation (the "Department").

RECITALS

WHEREAS, the Participant and the Department have entered into that certain Second Amended and Restated Comprehensive Agreement Relating to the I-95/395 HOV/HOT Lanes Project, dated as of April 18, 2019 (as amended or restated from time to time, the "Second ARCA"); and

WHEREAS, in connection with the existing Violation Processing Services Agreement, dated as of July 31, 2012, as amended by that certain Amendment No. 1 to the Violation Processing Services Agreement, dated as of May 18, 2018 (as further amended or restated from time to time, the "VPS Agreement"), the Participant and the Department wish to clarify that the violation processing services provided by the Department pursuant to the VPS Agreement shall be provided with respect to the 395 Concessionaire Assets and the Fred Ex Assets (each as defined in the Second ARCA).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Amendments.

(a) The first "Whereas" clause under the Recitals to the VPS Agreement is hereby amended and restated in its entirety to read as follows:

"WHEREAS, the Participant will operate the I-95/395 HOV/HOT Lanes Project; and"

(b) The definition of "Facility" in Section 1.1 to the VPS Agreement is hereby amended and restated in its entirety to read as follows:

"**Facility**" means the I-95/395 HOV/HOT Lanes Project in Northern Virginia as described in Exhibit B-1 to the Comprehensive Agreement, as such Exhibit may be amended from time to time.

Section 2. Miscellaneous.

(a) This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

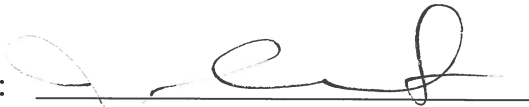
(b) This Amendment shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. All litigation between the parties arising out of or pertaining to this Amendment or its breach will be filed, heard and decided in the Circuit Court for the City of Richmond, Virginia, Division I, which will have exclusive jurisdiction and venue.

(c) This Amendment and the VPS Agreement constitute the entire agreement between VDOT and the Participant concerning the subject matter herein and therein and supersede all prior negotiations, representations, and agreements about them, either oral or written; provided, however that the provisions of the Second ARCA shall prevail in the event such provisions conflict with the terms of this Amendment or the VPS Agreement.

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

95 EXPRESS LANES LLC,
a Delaware limited liability company

By: 

Name: Jennifer Aument

Title: President

VIRGINIA DEPARTMENT OF TRANSPORTATION
an agency of the Commonwealth of Virginia

By:  _____

Name: DAVID CAUDILL

Title: DIVISION ADMINISTRATOR - TOLLING OPS