

STATE ROUTE 400 EXPRESS LANES PROJECT

INTERGOVERNMENTAL AGREEMENT

(D&C PERIOD)

BETWEEN

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

AND

STATE ROAD AND TOLLWAY AUTHORITY

Dated as of November 13, 2024

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THIS STATE ROUTE 400 EXPRESS LANES PROJECT INTERGOVERNMENTAL AGREEMENT (D&C PERIOD) (hereinafter referred to as this “**Agreement**” or “**Intergovernmental Agreement**”) is made and entered this 13th day of November, 2024, by and between the **STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Georgia (hereinafter referred to as “**GDOT**”), and the **STATE ROAD AND TOLLWAY AUTHORITY**, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (hereinafter referred to as “**SRTA**”), for the purpose of memorializing the rights, roles and responsibilities of each party during the design and construction period relating to the herein defined Project. GDOT and SRTA may be referred to individually, as “**Party**” or collectively, as “**Parties**”.

WITNESSETH THAT:

WHEREAS, GDOT and SRTA have determined that it is in their mutual best interest and in the best interests of the State of Georgia (the “**State**”) to facilitate private sector investment and participation in the development of the State’s transportation system via public-private partnership agreements and to that end to cause the design, construction, financing, operation (including tolling) and maintenance of the Project pursuant to the public-private partnership framework contemplated in O.C.G.A. §§ 32-2-78, *et seq.*, as amended (the “**PPP Act**”), which PPP Act forms a part of O.C.G.A. §§ 32-2-1, *et seq.*, as amended (the “**GDOT Act**”); and

WHEREAS, among other powers, GDOT has the authority “to negotiate, let, and enter into contracts with . . . the State Road and Tollway Authority . . . for the construction or maintenance of any public road or any other mode of transportation” as may be provided by applicable law pursuant to O.C.G.A. § 32-2-2(a)(5); and

WHEREAS, GDOT is the owner of, or possesses rights of access to, that certain real property which forms a part of the State’s transportation system and is situated in Forsyth County, Georgia and Fulton County, Georgia, as more particularly described in the herein referenced Estate for Years, through which GDOT (as Grantor therein) has agreed with SRTA (as Grantee therein) to use its powers, as necessary and consistent with applicable law, to become the owner of, or obtain rights of access to, certain additional real property (collectively, the “**Premises**”), required for the hereinafter defined Project; and

WHEREAS, GDOT and SRTA are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State, which provides, in pertinent part, as follows:

“[t]he state, or any institution, department, or other agency thereof, and any . . . other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

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WHEREAS, pursuant to O.C.G.A. § 32-2-61(a), GDOT is expressly authorized to (i) enter into intergovernmental contracts and to obligate itself to make payments in connection therewith, and (ii) incur funding obligations in respect of such intergovernmental contracts without having funds appropriated for such obligations; and

WHEREAS, pursuant to O.C.G.A. § 32-10-63, SRTA is authorized to undertake certain “project[s],” including, among others, “toll access roads” and “any program for mass transportation or mass transportation facilities” approved by GDOT and SRTA, as such term is defined in O.C.G.A. § 31-10-60(5);

WHEREAS, pursuant to O.C.G.A. § 32-10-63(5), SRTA is permitted to “make contracts . . . as . . . legitimate and necessary” to carry out the purpose for which SRTA was created; and

WHEREAS, pursuant to the PPP Act, GDOT is authorized to undertake a project on the Premises consisting of but not limited to the design, construction, financing, operation and maintenance of two new tolled, access controlled express lanes in each direction on State Road 400 (“**SR 400**”), with a scope of work that will include the development of approximately 16 miles of express lanes along SR 400 between the Metropolitan Atlanta Rapid Transit Authority (“**MARTA**”) North Springs Station at Exit 5C in Fulton County, and approximately 0.9 miles north of the SR 400/McFarland Parkway Interchange at Exit 12 in Forsyth County (Project MSL00-0001-00(757), P.I. No. 0001757) (the “**Project**”), which will connect with the current general purpose lanes on I-285 via ramps and a collector-distributor (C/D) system that is currently under construction, as more fully described in the Project Agreement dated as of even date herewith, by and between SRTA and the Developer (as hereinafter described) (the “**Project Agreement**”); and

WHEREAS, as provided in the PPP Act and O.C.G.A. § 32-10-67, GDOT and SRTA, respectively, have authorized the joint undertaking of the Project, utilizing private-sector innovation and financial resources through a design-build-finance-operate-maintain method of delivery, whereby a private-sector developer can fund all or a portion of its Project costs through tolls collected from the Project, pursuant to that certain Second Amended and Restated Joint Resolution adopted by the State Transportation Board (the “**Board**”) on June 16, 2022 and by SRTA on June 6, 2022 (the “**Joint Resolution**”) (which Joint Resolution, among other things, amended and restated that certain Amended and Restated Joint Resolution relating to the Project adopted by the Board on April 21, 2022 and by SRTA on April 4, 2022); and

WHEREAS, GDOT and SRTA have each determined that the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project on the Premises by the Developer is an authorized joint undertaking by the Parties under State law; and

WHEREAS, pursuant to O.C.G.A. § 32-2-80(e), GDOT is authorized to enter into contracts for the funding of projects that include “tolls, fares, or other user fees and tax increments for use of the project that is the subject of the proposal” and “such funding may be distributed by contract among the participants in the project as may be provided for by contract”; and

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WHEREAS, pursuant to O.C.G.A. § 32-10-60 and § 32-10-63, SRTA has been given certain powers, including, but not limited to, (i) the power to construct, erect, acquire, own, repair, maintain, add to, improve, operate and manage one or more bridges or a system of roads, bridges and tunnels with access limited or unlimited as determined by SRTA, and such buildings, structures, parking areas, appurtenances and facilities related thereto, including, but not limited to, approaches, cross streets, roads, bridges, tunnels and avenues of access for such systems, and (ii) the power to make such contracts, leases, or conveyances as are legitimate and necessary, including, but not limited to, contracts for construction, operation or maintenance of projects; and

WHEREAS, the Board approved the final selection of the Developer to design, construct, finance, operate and maintain the Project; and

WHEREAS, the Board and SRTA have approved, respectively, a construction license and the conveyance of the Premises by GDOT to SRTA under the terms and conditions set forth in that certain Estate for Years, dated as of even date herewith, between the Parties (the “**Estate for Years**”), and the entering into of a public-private partnership with the Developer pursuant to the Project Agreement, in order to cause the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project by the Developer; and

WHEREAS, GDOT has agreed to serve as project manager and agent for SRTA during the design and construction period (the “**D&C Period**”) and the operations and maintenance period (the “**Operating Period**”) of the Project; and

WHEREAS, consistent with the foregoing, the Parties will enter into this Intergovernmental Agreement in respect of the D&C Period, and a second intergovernmental agreement relating to the Operating Period (the “**Operating Period Intergovernmental Agreement**”), each of which set forth the Parties’ respective rights, responsibilities and obligations in respect of the Project, as a continued joint undertaking, from the Effective Date through the completion of the D&C Period and the Operating Period under the Project Agreement; and

WHEREAS, GDOT has agreed, with respect to the D&C Period, to undertake, retain responsibility for and/or perform the GDOT Responsibilities; and

WHEREAS, SRTA has agreed to undertake, retain responsibility for and/or perform (a) the SRTA General Rights and Obligations, (b) the SRTA Submittal Rights and Obligations, and (c) the SRTA Tolling Services Rights and Obligations; and

WHEREAS, pursuant to O.C.G.A. § 32-10-64(a)(2), if the primary or exclusive purpose for SRTA’s exercise of its toll powers on a project is managing the flow of traffic, SRTA is authorized and empowered to collect tolls in respect of any such projects, including, without limitation, the Project; and

WHEREAS, GDOT and SRTA have determined that the Project is being undertaken to manage the flow of traffic on the Property, and SRTA is duly authorized to fix, revise, charge,

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and collect tolls for the use of the Project as provided in O.C.G.A. § 32-10-64(a)(2) and O.C.G.A. § 32-10-65; and

WHEREAS, SRTA has approved the toll parameters contained in Exhibit 13 of the Project Agreement; and

WHEREAS, pursuant to O.C.G.A. § 32-10-63(15), SRTA is empowered “to do all things necessary or convenient to carry out the powers expressly given” to SRTA in Article 2 of Chapter 10 of Title 32 of the Official Code of Georgia Annotated, as amended; and

WHEREAS, GDOT and SRTA have each found and determined that the undertaking of the transactions and services contemplated herein and the carrying out of the duties and obligations required herein are in their mutual best interest and in the best interests of and for the benefit of the State.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual public benefit, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which each Party hereby (intending to be legally bound by the terms hereof) acknowledges, GDOT and SRTA hereby agree as follows:

**ARTICLE I
DEFINITIONS; USE OF PHRASES; INCORPORATION OF RECITALS**

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meaning given in the Definitions Annex. The definitions set forth herein or incorporated herein by reference include both singular and plural. Any capitalized terms not defined herein shall have the meanings assigned to them in the Project Agreement or the Tolling Services Agreement (the “TSA”). The words “including”, “includes” and “include” used herein mean “including, without limitation”, “includes, without limitation” and “include, without limitation”, respectively.

Section 1.2 Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereinafter,” and other equivalent words refer to this Agreement and not solely to the particular portion hereof in which any such word is used. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.3 Incorporation of Recitals. The recitals set forth above are true and correct and said recitals are incorporated herein by reference.

Section 1.4 Operating Period IGA only clauses. The Schedules to this Agreement are identical to the Schedules to the Operating Period Intergovernmental Agreement. Where the words “[*Operating Period IGA only*]” are included in a provision in the Schedules, that provision shall be deemed to be of no effect in this Agreement and shall not form part of this Agreement.

**ARTICLE II
UNDERTAKINGS AND REPRESENTATIONS**

Section 2.1 Undertakings.

(a) As consideration for SRTA’s authorization and use of its tolling powers and its assumption of certain responsibilities, obligations and services in connection with the Project, GDOT hereby covenants and agrees to (i) serve as SRTA’s Project Manager, and (ii) undertake all obligations required to be undertaken by it in such role, or in its own capacity, as provided herein, under the Project Agreement or in any other GDOT Agreement during the D&C Period of the Project—which begins on the date the Project Agreement is executed and ends on the Services Commencement Date (as contemplated in the Project Agreement), unless the Project Agreement is terminated prior to the end of the D&C Period. In this connection, SRTA hereby covenants and agrees that it will undertake, retain responsibility for and/or perform (x) the SRTA General Rights and Obligations, (y) the SRTA Submittal Rights and Obligations, and (z) the SRTA Tolling Services Rights and Obligations. The Parties further covenant and agree to cooperate and act in SRTA’s and GDOT’s mutual best interests and in the best interests of the State with respect to performing their respective obligations and duties under this Agreement, the Project Agreement, the Tolling Services Agreement and, if applicable, any violations processing services agreement.

(b) The Parties acknowledge and agree that **Schedule 2.1(b) (Payments from Public Receipts Account)** attached hereto and by this reference made a part hereof sets forth (i) the payments to be made to GDOT from the Public Receipts Account in consideration for GDOT’s service as SRTA’s Project Manager and for the other undertakings of GDOT in connection with the Project, and (ii) the payments to be made to SRTA from the Public Receipts Account in consideration for SRTA’s authorization and use of its tolling powers and its assumption of certain responsibilities, obligations and services in connection with the Project.

Section 2.2 Representations, Covenants and Agreements of GDOT. GDOT makes the following representations, covenants and agreements as the basis for the undertakings on its part herein contained:

(a) GDOT was duly created and is a validly existing public agency of the State. Under the provisions of the GDOT Act, the Constitution of the State and resolutions adopted by the Board, particularly the Joint Resolution, GDOT has the requisite power and authority to enter into this Agreement and the transactions contemplated by this Agreement (including, without limitation, serving as SRTA’s Project Manager under the Project Agreement) and to carry out its obligations hereunder, subject to the limitations set forth in this Agreement. By proper action, GDOT has been duly authorized to execute and deliver this Agreement, and this Agreement is a valid and binding obligation of GDOT, enforceable against GDOT by SRTA in accordance with its terms.

(b) GDOT has found and hereby reaffirms that the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project in the

manner contemplated in the Project Agreement will be in furtherance of the public purposes for which GDOT and SRTA were created.

(c) GDOT hereby accepts its designation as SRTA's Project Manager as provided in Section 3.1 below, and in that capacity, GDOT hereby covenants and agrees that it will use its best efforts (which shall include, at a minimum, enforcement of the provisions of the Project Agreement) to cause the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project as contemplated under, and in accordance with the terms and conditions established within, the Project Agreement and this Agreement during the D&C Period.

(d) GDOT further acknowledges and agrees that, as SRTA's Project Manager, it shall act in a manner consistent with SRTA's and GDOT's mutual best interest and in the best interests of the State.

(e) GDOT hereby covenants and agrees that it will timely perform its obligations as SRTA's Project Manager including the GDOT Responsibilities.

(f) This Agreement, the Estate for Years and the MOU have each been duly executed and delivered by GDOT. In addition, the Operating Period Intergovernmental Agreement, a copy of which is attached hereto as **Schedule 2.2(f) (Operating Period Intergovernmental Agreement)**, has been duly approved, executed and placed into escrow by GDOT with Bank of New York Mellon Trust Company, N.A., and shall be released immediately upon achievement of Services Commencement under the Project Agreement without further action by GDOT; and upon such release, the Operating Period Intergovernmental Agreement will be a valid and binding obligation of GDOT, enforceable by SRTA against GDOT in accordance with its terms.

Section 2.3 Representations, Covenants and Agreements of SRTA. SRTA makes the following representations, covenants and agreements as the basis for the undertakings on its part herein contained:

(a) SRTA is a body corporate and politic and an instrumentality and public corporation of the State; has the power to enter into this Agreement and perform all of its obligations contained herein; by proper action, has the authority to execute and deliver this Agreement; and this Agreement is a valid and binding obligation of SRTA, enforceable against SRTA by GDOT in accordance with its terms. In addition, the Operating Period Intergovernmental Agreement, a copy of which is attached hereto as **Schedule 2.2(f) (Operating Period Intergovernmental Agreement)**, has been duly approved, executed and placed into escrow by SRTA with Bank of New York Mellon Trust Company, N.A., and shall be released immediately upon achievement of Services Commencement under the Project Agreement without further action by SRTA; and upon such release, the Operating Period Intergovernmental Agreement will be a valid and binding obligation of SRTA, enforceable by GDOT against SRTA in accordance with its terms.

(b) SRTA further covenants and agrees to comply with (i) the Base SRTA Funding Obligations, and (ii) the Additional SRTA Funding Obligations, each as set forth in **Schedule 2.3(b) (SRTA Funding Obligations)** attached hereto and by this reference made a part hereof.

(c) SRTA covenants and agrees as follows: (a) prior to early termination or expiry of the Project Agreement, SRTA shall not issue any toll revenue bonds, notes or other obligations with respect to the Project (“**SRTA SR 400 Project Bonds**”), and (b) following any early termination of the Project Agreement, to the extent that any Authority Payment Obligations, including any Termination Sum, are outstanding, SRTA shall only issue SRTA SR 400 Project Bonds, the proceeds of which are applied to the payment of such outstanding Authority Payment Obligations, including any Termination Sum, and all funds on deposit in the Public Contribution Account shall be preserved for the exclusive purpose of funding the Authority Payment Obligations, including any Termination Sum.

(d) SRTA hereby covenants and agrees that it will timely perform the SRTA Rights and Obligations.

**ARTICLE III
APPOINTMENT OF GDOT AS SRTA’S PROJECT MANAGER; COMMENCEMENT
AND COMPLETION OF THE PROJECT**

Section 3.1 Appointment of GDOT as SRTA’s Project Manager. SRTA hereby appoints GDOT to act as SRTA’s project manager and agent (“**SRTA’s Project Manager**”), and GDOT hereby accepts such appointment, with respect to each and every duty, role and responsibility of SRTA in relation to the Project during the D&C Period, including all duties, roles and responsibilities of SRTA as set out in or contemplated by the Project Agreement, excluding the SRTA Rights and Obligations. In such capacity, the Parties hereby acknowledge and agree that GDOT shall, and GDOT hereby covenants and agrees that it shall, undertake, retain responsibility for and/or perform (whether as SRTA’s Project Manager or otherwise) the responsibilities set forth in **Schedule 3.1 (GDOT Responsibilities)** attached hereto and by this reference made a part hereof (the “**GDOT Responsibilities**”).

Consistent with the foregoing, the Parties acknowledge and agree that the general administration of the Project by GDOT, acting as SRTA’s Project Manager, shall be conducted in a manner consistent with SRTA’s and GDOT’s mutual best interests and in the best interests of the State, with respect to SRTA’s rights and obligations under the Project Agreement, including among others, GDOT’s obligation to make the final determination and related decisions that the design, construction, operations, maintenance and other work performed by the Developer is executed in accordance with the Project Documents.

The Parties acknowledge and agree that notwithstanding (i) GDOT’s obligations in respect of certain SRTA Rights and Obligations, and (ii) any inconsistency or conflict between the SRTA Rights and Obligations and the Authority Reserved Responsibilities (as set forth in the Project Agreement), GDOT, in its capacity as SRTA’s Project Manager, is authorized to act as SRTA’s agent with respect to all duties, roles and responsibilities of SRTA as set forth under the

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Project Agreement other than the Authority Reserved Responsibilities and the Developer has the right to rely on any action of GDOT acting under such authority as if it was an action of SRТА. Unless and until GDOT is notified in writing by SRТА to the contrary, all notices, consents, directions, and instructions to be given by, and all notices and plans to be delivered to SRТА with respect to the Project (excluding the Authority Reserved Responsibilities), shall be taken, given and made through GDOT, with a copy of certain agreed upon written notices to SRТА in accordance with Section 72.10 (Notices and Communications) of the Project Agreement to the extent permissible under applicable law.

Section 3.2 Commencement of the D&C Period of the Project. GDOT hereby covenants and agrees that, upon commencement of the D&C Period, it will (a) proceed immediately and with due diligence to perform its obligations as SRТА’s Project Manager, including its obligations as SRТА’s project manager and agent as set forth under the Project Agreement, (b) use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the timely execution and completion (as the case may be) of the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project required during the D&C Period, (c) as and to the extent required, use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the design, construction, operation and maintenance of said Project, all in accordance with the programs, plans, specifications, Developer Changes and Authority Changes, and Supplemental Agreements prepared in connection therewith and subject to the rights, obligations and limitations set forth in the Project Agreement, and (d) use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the Developer to timely complete all Work that must be performed during the D&C Period—including all O&M Work (that is to be performed during the D&C Period) and D&C Work (other than activities included in the FA List), in strict accordance with the Project Documents. SRТА hereby covenants and agrees that, upon commencement of the D&C Period, it will proceed immediately and with due diligence to perform its obligations in respect of the SRТА Rights and Obligations during the D&C Period.

Section 3.3 Escrow of Operating Period Intergovernmental Agreement Concerning the Operating Period of the Project; Transition from D&C Period to Operating Period. GDOT hereby covenants and agrees that, upon achieving Services Commencement, (a) the Operating Period Intergovernmental Agreement will be released from escrow with an effective date as of the Services Commencement Date without further action by GDOT; (b) GDOT will use its best efforts to cause Developer to complete all remaining D&C Work for the Project in accordance with the accepted D&C Closeout Plan, including all conditions precedent to achieving Final Acceptance (subject to the SRТА Rights and Obligations), (c) GDOT will use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the Developer to timely achieve the commencement of tolling operations (subject to the SRТА Tolling Services Rights and Obligations), as contemplated under the Project Agreement, and (d) GDOT will, as and to the extent required, use its best efforts to cause Developer to repair, re-work or otherwise address any Nonconforming Work until such work meets the requirements set forth in the Project Documents. Notwithstanding the achievement of Services Commencement and the commencement of the Operating Period

Intergovernmental Agreement, GDOT covenants and agrees that it will perform and complete any and all obligations arising under this Agreement that arose prior to Services Commencement but that were not fully satisfied by Services Commencement. SRTA hereby confirms, covenants and agrees that, upon achieving Services Commencement, (i) the Operating Period Intergovernmental Agreement will be released from escrow as of the Services Commencement Date without further action by SRTA, and (ii) it will proceed with due diligence to perform its obligations in respect of the SRTA Rights and Obligations during the Operating Period. Notwithstanding the achievement of Services Commencement and the effectiveness of the Operating Period Intergovernmental Agreement, SRTA covenants and agrees that it will perform and complete any and all obligations arising under this Agreement that arose prior to Services Commencement but that were not fully satisfied by Services Commencement.

Section 3.4 Pursuit of Remedies Against Developer, Contractors, Subcontractors, and Any of Their Respective Sureties or Guarantors, Cooperation of GDOT in Legal Actions. In the event of a Developer Default (as defined in the Project Agreement) during the D&C Period, or default by any contractor or subcontractor under any contract made in connection with the design, construction, financing, maintenance, operation or tolling, GDOT shall (other than in relation to the SRTA Rights and Obligations and subject to GDOT's obligations set forth in Schedule 7.1(a) (SRTA General Rights and Obligations), Part A, Table 2-1 (Project Agreement Responsibilities Matrix), column (3) (Intergovernmental Obligations (D&C Period))):

(a) have the authority to administer such matters as it shall determine to be in the best interest of the Project, including making elections with respect to enforcement of any remedies which GDOT and SRTA may have against the Developer under the Project Agreement or against such contractor, subcontractor surety or guarantor, as applicable, for the performance of such contract, pursuant to applicable law or such respective contracts;

(b) prosecute or defend any action or proceeding or take any other action involving the Developer, contractor, subcontractor, surety or guarantor which GDOT deems reasonably necessary (provided that the filing of any lawsuit or commencement of any other legal proceedings against the Developer shall only be carried out by SRTA as a SRTA Right and Obligation) and in such event, GDOT and SRTA agree to cooperate fully with each other; and

(c) at all times cooperate with and participate in the defense of SRTA, as and to the extent a suit, claim or other action is filed in connection with the matters contemplated in this Agreement and the Project Agreement.

Section 3.5 Obligations of the Parties Hereunder Absolute and Unconditional.

(a) The obligations of GDOT to observe the agreements contained herein shall be absolute and unconditional. Until the later to occur of the end of the D&C Period (i.e., the Services Commencement Date), or the early termination or expiration of the Project Agreement (determined in strict accordance with the provisions of such Project Agreement) and the satisfaction of all Authority Payment Obligations under the Project Agreement, GDOT (i)

shall perform and observe all of its obligations contained in this Agreement and in every GDOT Agreement, (ii) except as expressly provided therein, shall not terminate the Estate for Years, (iii) shall not terminate this Agreement for any cause whatsoever, and (iv) shall, subject to the terms of this Agreement, allow SRTA to perform all of its obligations under this Agreement without impeding or interfering with SRTA's authority and rights conferred under this Agreement. Notwithstanding the foregoing, nothing herein contained is intended, nor shall it be construed as, limiting or altering GDOT's right to renew or not renew the MOU (which decision shall be made by GDOT in its sole discretion) or expanding GDOT's obligations thereunder.

(b) SRTA's obligations and agreements herein contained shall also be absolute and unconditional. Until the later to occur of the end of the D&C Period (i.e., the Services Commencement Date), or the early termination or expiration of the Project Agreement (determined in strict accordance with the provisions of the Project Agreement) and the satisfaction of all Authority Payment Obligations under the Project Agreement, SRTA (i) shall perform and observe all of its obligations contained in this Agreement and in every GDOT Agreement, (ii) except as expressly provided therein, shall not terminate the Estate for Years, (iii) shall not terminate this Agreement for any cause whatsoever, (iv) shall not terminate the Project Agreement without the prior approval of GDOT in accordance with this Agreement and (v) shall allow GDOT to perform all of its obligations under this Agreement without impeding or interfering with GDOT's authority and rights conferred under this Agreement.

(c) For purposes of clarification, a default by GDOT or SRTA hereunder is not intended to be, and shall not be interpreted as, a breach, in and of itself, of (i) SRTA's covenants and agreements to the Developer under the Project Agreement or any other related document, instrument or agreement, or (ii) SRTA's covenants and agreements with any party which has participated in the financing of all or a portion of the Project.

ARTICLE IV EFFECTIVE DATE OF THIS AGREEMENT; TERM

Section 4.1 Effective Date of this Agreement; Term. This Agreement is effective as of the date first above written (the "**Effective Date**"), and shall remain in effect until the earlier to occur of:

(a) the effective date of the Operating Period Intergovernmental Agreement,
or

(b) the early termination or expiration of the Project Agreement, in each case in strict conformance with the provisions thereof, (i) after giving effect to any applicable notice and cure rights and cure periods thereunder and (ii) only following the satisfaction of any Authority Payment Obligations in respect of the Project Agreement, including any Termination Sum due by SRTA thereunder, unless otherwise modified, extended or renewed; provided that, as such relates to this clause (b), this Agreement shall not terminate if a New Project Agreement is entered into in accordance with the Project Agreement (the "**Term**"); further, provided that in no event shall the Term extend beyond the date which is fifty (50) years after the Effective Date of this Agreement.

**ARTICLE V
TAXES, UTILITIES AND INSURANCE**

Section 5.1 Taxes, Other Governmental Charges and Utility Charges.

(a) GDOT and SRTA each acknowledge that under present law neither GDOT's nor SRTA's interests in the Project are subject to *ad valorem* taxation by the State or by any political or taxing subdivision thereof and that under present law the revenue, if any, of GDOT and SRTA from the Project are not subject to either federal or State taxation.

(b) As part of its obligations and duties to SRTA under this Agreement, GDOT shall use its best efforts (which shall include at a minimum enforcement of the provisions of the Project Agreement) to cause the Developer to pay, as the same respectively become lawfully due and payable and to the extent they are the responsibility of the Developer under the Project Agreement: (i) any and all taxes under Section 72.1 (Taxes) of the Project Agreement as well as governmental charges of any kind whatsoever levied upon or with respect to the Developer's payments and/or obligations and interests under the Project Agreement (if any); and (ii) all utility and other charges incurred in the maintenance and upkeep of the Project during the D&C Period.

Section 5.2 Insurance Required. Notwithstanding anything contained in the Estate for Years to the contrary, during the Term, GDOT and SRTA agree to cooperate, one with the other, to insure (or cause to be insured) the Project in accordance with the requirements of the Project Agreement or as otherwise permissible under the provisions of applicable State law. For purposes of clarification, this provision is not intended and shall not be construed as preventing GDOT or SRTA from utilizing its or the State's usual and customary insurance policies and practices (including, but not limited to, self-insurance) in respect of similar transportation projects whether or not the Developer is responsible for the design, construction, financing, operation (inclusive of tolling) and/or maintenance of the Project or the Express Lanes or General Purpose Lanes forming a part thereof. The Parties acknowledge and agree that causing the Developer to comply with the insurance requirements in the Project Agreement during the term of the Project Agreement shall be deemed compliance with this provision of this Agreement. Notwithstanding the foregoing, nothing in this section shall limit or waive the sovereign immunity of the State, GDOT or SRTA to the extent applicable.

**ARTICLE VI
DAMAGE, DESTRUCTION AND RIGHT OF WAY ACQUISITION**

Section 6.1 Damage and Destruction. In the event that the Project, or any portion thereof (including, particularly, the Express Lanes and General Purpose Lanes), is damaged or destroyed by fire or other casualty, GDOT, with the cooperation of SRTA, which cooperation SRTA shall be required to provide, shall have the right to control all decisions relating to the determination as to whether to repair, rebuild, replace or modify the Project; provided, however, that GDOT shall act in strict compliance with the related requirements placed upon SRTA in (i) any bond documents issued for the benefit of the Project and any Finance Documents relating to the proceeds of the Guaranteed Revenue Bonds allocable to the Project, (ii) all of GDOT's

agreements with Governmental Entities providing funding in support of the Project, and (iii) the Project Agreement.

Section 6.2 Right of Way Acquisition. Pursuant to Article 6 (Right of Way) of the Project Agreement, SRTA is obligated to provide the Developer with access rights to certain Existing Right of Way, State Proposed/State Acquired Right of Way, Developer Proposed/State Acquired Right of Way, Developer Proposed/Developer Acquired Right of Way, certain MARTA and City Parties right of way, and certain Top End Express Lanes Project right of way. GDOT, as SRTA's Project Manager, shall be responsible for undertaking the obligations of SRTA as required pursuant to the Project Agreement with respect to such property interests, including acquiring the State Proposed/State Acquired Right of Way and the Developer Proposed/State Acquired Right of Way and causing the Developer to acquire (in the name of GDOT) the Developer Proposed/Developer Acquired Right of Way. In the event condemnation or other means of acquisition of real estate or any interest therein is required with respect to any State Proposed/State Acquired Right of Way or Developer Proposed/State Acquired Right of Way, or requested by the Developer with respect to Developer Proposed/Developer Acquired Right of Way in order to complete the construction of the Project, GDOT shall proceed in accordance with its obligations under the Project Agreement, the GDOT Responsibilities and pursuant to its statutorily prescribed authority; provided, however, that the funding of any such condemnation or acquisition shall for all purposes be deemed an eligible capital cost of the Project.

Any State Proposed/State Acquired Right of Way and Developer Proposed/State Acquired Right of Way acquired by GDOT and Developer Proposed/Developer Acquired Right of Way acquired by the Developer (in the name of GDOT) shall be included within the Premises conveyed by GDOT to SRTA under the Estate for Years, and such additional conveyance shall be memorialized by an amendment, addendum or other supplement to the Estate for Years (which shall be recorded in the manner prescribed in such Estate for Years).

ARTICLE VII SPECIAL COVENANTS

Section 7.1 SRTA Rights and Obligations. GDOT shall not be responsible as SRTA's Project Manager for, and SRTA hereby agrees to undertake, retain responsibility for and/or perform, the rights and obligations with respect to:

(a) the SRTA general rights and obligations concerning the Project as set forth in **Schedule 7.1(a) (SRTA General Rights and Obligations) Part A, Table 2-1 (Project Agreement Responsibilities Matrix), column (2) (Authority Reserved Responsibilities) and Part B (Additional SRTA Responsibilities)** attached hereto and by this reference made a part hereof (the "SRTA General Rights and Obligations");

(b) the SRTA submittal rights and obligations concerning the Project as set forth in **Schedule 7.1(b) (SRTA Submittal Rights and Obligations)** attached hereto and by this reference made a part hereof (the "SRTA Submittal Rights and Obligations"); and

(c) the SRTA tolling services rights and obligations concerning the Project as set forth in **Schedule 7.1(c) (SRTA Tolling Services Rights and Obligations)** attached hereto and by this reference made a part hereof (the “**SRTA Tolling Services Rights and Obligations**”).

Section 7.2 Inspection of the Project. Notwithstanding GDOT’s right and obligation to inspect, review, approve, make determinations and otherwise manage and oversee the Project (including, without limitation, GDOT’s right to serve as the approving Party for all Authority Payment Requests, Administrative Payment Certifications, and disbursements payable from the Public Contribution Account held for the benefit of the Project) as SRTA’s Project Manager or otherwise, GDOT agrees that SRTA (and its other duly authorized agents) shall have the right at all reasonable times to review the inspection reports, engineering reports, maintenance logs and other documentation prepared in connection with the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project, and to otherwise examine and inspect the Project, provided, further, that this provision is not intended and shall not be construed as limiting the SRTA Rights and Obligations (including, without limitation, the SRTA payment obligations contemplated in Section 7.6 (GDOT Administrative Payment Certifications) hereof).

Section 7.3 GDOT’s and SRTA’s Right to Carry Out their Respective Federally Required Rights, Obligations and Duties. Notwithstanding anything herein or in the Project Agreement to the contrary, the Parties hereby acknowledge and agree that each of GDOT and SRTA shall retain all of their respective rights, obligations and responsibilities over matters which the applicable Party is required to control, direct or perform, as the case may be, to remain in compliance with federal, local and State law. In addition, nothing in this Agreement is intended to, nor shall it be construed so as to, restrict, impair, delegate, transfer or abdicate GDOT’s rights and obligations to the United States Department of Transportation (including its modal agencies, such as the Federal Highway Administration) to oversee, manage and administer the federal-aid highway program for the State. SRTA and GDOT further reserve the right to hire, engage or otherwise procure third-party architects, engineers, contractors, consultants and other professionals needed to carry out their respective obligations under this Agreement.

Section 7.4 GDOT’s Responsibility and Obligations as to Hazardous Materials Management. The Parties hereby acknowledge and agree that, as between GDOT and SRTA, GDOT, in its capacity as (a) the fee simple owner of the Premises; (b) the grantor of the Estate for Years; and (c) SRTA’s Project Manager under this Agreement, shall retain liability, to the fullest extent permissible under applicable federal and State Environmental Laws (as defined in the Project Agreement), with respect to generator and arranger liability due to Pre-Existing Hazardous Materials. Further, to the extent permitted by law, GDOT shall retain and be responsible for, as between GDOT and SRTA, all liability and responsibility (including in relation to all claims by the Developer against SRTA related thereto under the Project Agreement or otherwise) relating to Undisclosed Pre-Existing Hazardous Materials, Third Party Hazardous Materials Release, Authority Release of Hazardous Materials caused by GDOT or their respective contractors (but excluding Authority Release of Hazardous Materials caused by SRTA or its contractors) and Developer Hazardous Materials in the event the Developer fails or refuses to honor its obligations under the Project Agreement with respect to such matters and without

intending to relieve the Developer of such obligations, whether such liability and/or responsibility is based on the theory of strict liability, negligence or any other theory of liability. Notwithstanding the foregoing, in the event that it is judicially determined that the Developer has contributed to any liability or responsibility in respect of such Pre-Existing Hazardous Materials, Undisclosed Pre-Existing Hazardous Materials, Third Party Hazardous Materials Release, Authority Release of Hazardous Materials and/or Developer Hazardous Materials, then and in such case(s), neither SRTA nor GDOT shall be responsible for the portion of any liability or responsibility determined judicially to be caused by and allocable to the Developer under the terms of the Project Agreement; provided, however, that GDOT reserves its right to cure any failure or default on the part of the Developer to meet its obligations and liabilities in respect thereof due to its imputed liability under federal and State Environmental Laws as the fee simple owner of the Premises. In addition, nothing herein shall be construed as limiting GDOT's rights as: (i) the fee simple owner of the Premises; (ii) the grantor of the Estate for Years; or (iii) SRTA's Project Manager, to seek contribution or payment from (or otherwise take action against) the Developer or any other person or entity which may be responsible (in whole or in part) in respect of any such liability or responsibility.

Section 7.5 Budgetary Process. Without intending to create any liability for GDOT or SRTA hereunder, but rather to establish agreement as to their administrative processes and procedures, GDOT and SRTA acknowledge and agree that their administrative process relating to budgeting and appropriations for construction projects, including the Project, shall follow the process, procedures and timeline memorialized in the MOU. Out of an abundance of caution and to avoid doubt, this provision is not intended, nor shall it be construed, in a manner which (a) restricts or restrains GDOT's absolute and unfettered right to not renew the MOU in any year in which it, or a similar arrangement between GDOT and SRTA, is in effect, or (b) creates any funding obligation or commitment in respect of the Project.

Section 7.6 GDOT Administrative Payment Certifications

(a) Notwithstanding anything contained in this Intergovernmental Agreement to the contrary, and without limiting GDOT's obligations as SRTA's Project Manager, GDOT shall be solely responsible for the timely review, approval, rejection, modification, coordination, communication and determination with respect to every Authority Payment Request received from the Developer, regardless of the type of payment sought thereunder, including in respect of payments related to Supplemental Agreements.

(b) GDOT shall review and make determinations of the amount of the payment(s) SRTA is obligated to remit to the Developer under the Project Agreement in strict accordance with the obligations and timing limitations imposed on SRTA under the Project Agreement.

(c) Upon GDOT's receipt of a draft "Authority Payment Request," in the relevant form in Exhibit 19 (Monthly Payment Report) to the Project Agreement and in accordance with Section 32.1 (Submission of Monthly Payment Reports) of the Project Agreement, GDOT shall verify through its review of each draft request, accompanying Monthly Payment Report(s), and all supporting materials furnished by the Developer, that (i) the payment

requested by the Developer has been accurately and properly calculated, and (ii) the Developer is entitled to such payment under the Project Agreement.

(d) GDOT shall take all steps it deems necessary—including but not limited to requesting additional documentation from the Developer—to verify that: (i) the Work was performed in a good and workmanlike manner, without any defects, and in all cases in strict compliance with the requirements of the Project Agreement; and (ii) the payment amount that GDOT certifies to SRТА as due to the Developer is true, accurate, and complete.

(e) GDOT shall be solely responsible for the timely review, approval, rejection and modification of any such payment amount, and any approval, rejection or modification shall be made by GDOT in accordance with this Agreement.

(f) GDOT shall utilize an “Administrative Payment Certification,” in the form of **Schedule 7.6(f) (Administrative Payment Certification (D&C Period))**, to certify the amount due to the Developer and direct SRТА to issue payment in that amount by drawing on funds from the Public Contribution Account.

(g) Notwithstanding anything herein to the contrary, nothing in this Agreement is intended, nor shall it be construed, as making GDOT responsible for the payments owed by SRТА to the Developer under the terms and provisions of the Project Agreement and the Tolling Services Agreement; rather, such payment obligations shall remain the responsibility of SRТА under the Project Agreement and the Tolling Services Agreement.

Section 7.7 Intellectual Property Rights

(a) SRТА hereby transfers to GDOT all its rights and interest, now and that may arise in future, in the Authority Intellectual Property and Data (as defined in the Project Agreement).

(b) GDOT hereby conveys to SRТА a perpetual, nonexclusive, royalty-free, irrevocable, worldwide, fully paid up right and license to use, reproduce, modify, adapt and disclose, and sublicense others to use, reproduce, modify, adapt and disclose: (i) the Proprietary Intellectual Property (as defined in the Project Agreement); and (ii) the Authority Intellectual Property and Data.

(c) GDOT shall not, at any time, sell any rights to the Proprietary Intellectual Property other than as expressly permitted by the license and rights granted to GDOT pursuant to Section 69.1(e) of the Project Agreement, and GDOT shall comply with the provisions set forth in Section 69.1(f)-(i) of the Project Agreement.

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.1 Defaults Defined. The following shall constitute “**Defaults**” under this Agreement and the term “**Default**” shall mean, whenever it is used in this Agreement any one or more of the following events:

(a) the failure by a Party to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement or the Estate for Years for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the defaulting Party by the non-defaulting Party. If a default specified in this subsection (a) is such that it can be corrected but not within the period specified herein (unless an extension of such period would materially adversely affect the Project or the Developer, or the revenues therefrom would be subjected to loss or forfeiture), such Default shall not constitute the basis of a Default hereunder (i) if corrective action capable of remedying such Default is instituted by the defaulting Party within the applicable period and diligently pursued until the default is corrected; and (ii) if such defaulting Party furnishes to the non-defaulting Party within the applicable period a certificate executed by the Commissioner of GDOT or Executive Director of SRTA, as the case may be, certifying that the Default is such that it can be corrected but not within the applicable period and that corrective action capable of remedying such default has been instituted, and specifying the corrective action is being diligently pursued and will be diligently pursued until the Default is corrected; and

(b) the making of any representation by a Party in this Agreement if such representation is untrue, incorrect, or invalid in any material respect when made.

For purposes of clarification and to avoid doubt, neither (i) a Default under this Agreement, nor (ii) a modification, revision, amendment, restatement or other change to this Agreement is or shall be interpreted as, in and of itself, a default under the Project Agreement or the Tolling Services Agreement, unless otherwise expressly provided for under the terms of the Project Agreement or the Tolling Services Agreement.

The foregoing provisions of this Section are subject to the following limitations: if by reason of force majeure, GDOT or SRTA is unable in whole or in part to carry out the obligations on its part herein contained, such Party shall not be deemed in Default during the continuance of such inability. The term “**force majeure**” as used herein shall include, without limitation, the following: (i) war, civil war, invasion, violent act of foreign enemy or armed conflict, (ii) nuclear, chemical or biological contamination, (iii) ionizing radiation, (iv) any blockade or embargo, (v) national or State-wide strike that has a direct adverse impact on the Party’s ability to perform its obligations under this Agreement, (vi) an act of Terrorism or (vii) pandemic, epidemic or other public health emergency declared at the State, federal or local level (as and to the extent such causes a disruption in the supply or availability of labor or materials or prevents the ability of a Party to perform physical or in person duties applicable to the Project due to quarantine, shelter in place or similar orders). The limitations under this Section shall not apply in circumstances where a force majeure event has an impact on the Developer's performance of the Project Agreement and/or Tolling Services Agreement (including in the

context of biological contamination or ionizing radiation where the source or cause of the contamination or radiation is brought to or near the Project by the Developer or its contractors, or is as a result of the Developer's breach of the Project Agreement or the Tolling Services Agreement) but does not otherwise impact on the carrying out by the Parties of their obligations under this Agreement; in these circumstances the applicable provisions of the Project Agreement or Tolling Services Agreement shall apply. Both Parties agree to remedy with all reasonable dispatch the cause or causes preventing such Party from carrying out its obligations; provided, that the settlement of strikes, lockouts, and other similar disturbances shall be entirely within the discretion of each such Party, and neither Party shall be required to make settlement of strikes, lockouts, and other similar disturbance by acceding to the demands of the opposing party or parties when such course is, in the judgment of GDOT or SRTA (as the case may be), unfavorable to it. In addition to the foregoing, both Parties acknowledge the past or ongoing impacts of the COVID-19 pandemic and the State, federal and local governmental responses to same shall not be deemed a force majeure event. In accordance therewith, the Parties acknowledge and represent that they entered into this Agreement fully aware of the potential risk of another phase or a continuation of COVID-19 and covenant and agree that neither Party may seek to excuse future non-performance on the basis of COVID-19.

Section 8.2 Alternative Dispute Resolution; Other Remedies on Default. In the event of any dispute whatsoever arising out of or relating to this Agreement, or any other issue arising between the Parties relating in any way to the Project, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to SRTA's Representative or GDOT's Representative, as applicable. Within three (3) Business Days after the receipt of the notice by the receiving Party, SRTA's Representative and GDOT's Representative shall meet to attempt to resolve the dispute. If SRTA's Representative and GDOT's Representative cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Business Days after the date of written notice by either individual to SRTA's Deputy Executive Director and GDOT's Chief Engineer, SRTA's Deputy Executive Director and GDOT's Chief Engineer shall meet to attempt to resolve the dispute. If SRTA's Deputy Executive Director and GDOT's Chief Engineer cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Business Days after the date of written notice by either individual to the Executive Director of SRTA and the Commissioner of GDOT, the Executive Director of SRTA and the Commissioner of GDOT shall meet to attempt to resolve the dispute. If the Executive Director of SRTA and the Commissioner of GDOT cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies only as allowed under this Agreement and as otherwise permitted by the Attorney General of the State. In addition to any other dispute between the Parties, whenever any Default referred to in Section 8.1 hereof shall have occurred and be subsisting, subject at all times to the provisions of Section 3.4 hereof, the non-defaulting Party shall first pursue resolution of said default pursuant to the alternative dispute resolution provisions set forth in this Section 8.2. The obligation to pay amounts due or perform actions required to be taken, as the case may be, under this Agreement, as and to the extent such obligations arise prior to the termination or expiration of this Agreement, shall survive the termination of this Agreement and, to the extent legally permissible, shall continue during the

continuation, litigation or pendency of any dispute, unless otherwise expressly set forth in a subsequent agreement by and between the Parties, provided that in no event shall such obligations extend beyond the date which is fifty (50) years after the Effective Date of this Agreement.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the non-defaulting Party to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 8.4 No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX TERMINATION OF THE PROJECT AGREEMENT

Section 9.1 Mutual Cooperation by and between SRTA and GDOT Regarding Termination of the Project Agreement and Canceling the Project. SRTA and GDOT hereby covenant and agree to cooperate, one with the other, in connection with SRTA's exercise of its right to cancel or terminate the Project Agreement pursuant to the provisions set forth therein or to otherwise cancel the Project having regard to, in each case, the rights of the Lenders pursuant to the Lenders' Direct Agreement. For purposes of clarification, upon a Developer Default (as defined under the Project Agreement) by Developer under the Project Agreement, after giving effect to any applicable cure periods, cure rights and other provisions in said Project Agreement and any applicable cure periods and cure rights of the Lenders and other applicable provisions under the Lenders Direct Agreement, SRTA and GDOT agree to consult and where applicable reach agreement in accordance with Schedule 7.1(a) prior to making the decision to (i) terminate the Project Agreement, (ii) designate a replacement developer, (iii) exercise Required Actions or nominate GDOT to exercise Required Actions under Article 65 (Authority Step-In) of the Project Agreement, or (iv) otherwise exercise any rights which SRTA may have under the Project Agreement, the Lenders Direct Agreement, the D&C Contractor Direct Agreement, or any O&M Contractor Direct Agreement.

ARTICLE X MISCELLANEOUS

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when sent via hand delivery, electronic mail (Email) or other then-commonly acceptable means of electronic communication, overnight

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delivery using a nationally recognized overnight delivery service, or mailed by certified U.S. mail, postage prepaid, in each case addressed as follows:

- (i) if GDOT, to:

State of Georgia Department of Transportation
600 W. Peachtree Street
22nd Floor
Atlanta, Georgia 30308
Attention: Angela Whitworth, Treasurer
Email: awhitworth@dot.ga.gov

with a copy to:

State of Georgia Department of Transportation
600 W. Peachtree Street
23rd Floor
Atlanta, Georgia 30308
Attention: Annette Simelaro, General Counsel
Email: asimelaro@dot.ga.gov

- (ii) if to SRTA, to:

State Road and Tollway Authority
245 Peachtree Center Avenue
Suite 2200
Atlanta, Georgia 30303
Attention: Monique Simmons, Chief Financial Officer and
Treasurer
Email: msimmons@srta.ga.gov

with a copy to:

State Road and Tollway Authority
245 Peachtree Center Ave, NE
Suite 2200
Atlanta, Georgia 30303
Attention: Merryl Mandus, General Counsel
Email: mmandus@srta.ga.gov

Notices sent by hand delivery or overnight delivery shall be deemed effective on the date of delivery as herein provided. Notices sent by certified U.S. mail, postage prepaid, shall be deemed effective on the third day of deposit in the U.S. mail if properly addressed. Notices sent by Email or other form of electronic delivery shall be promptly confirmed in writing or by confirmation of receipt. SRTA and GDOT may, by notice given hereunder, designate any

further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon GDOT and SRTA, and their respective successors and assigns; subject, however, to the limitations contained in this Agreement.

Section 10.3 Severability. In the event any paragraph, term, provision, sentence, phrase, clause or word of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and such paragraph, term, provision, sentence, phrase, clause or word shall be modified or deleted in such a manner as to make this Agreement, as so modified, valid and enforceable under applicable laws.

Section 10.4 Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the express written consent of both Parties.

Section 10.5 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

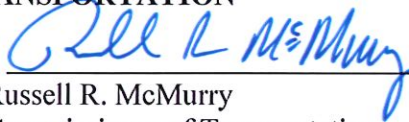
Section 10.7 Law Governing Construction of Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State.

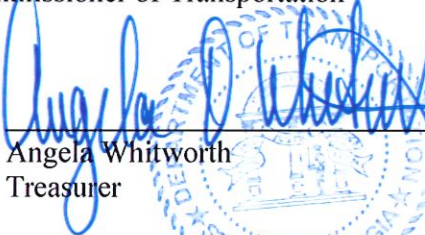
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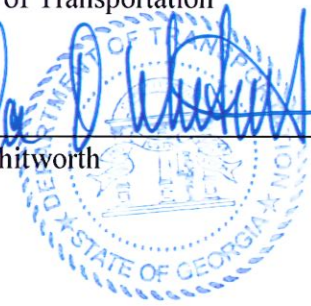
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IN WITNESS WHEREOF, GDOT, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized and hereinafter named representatives, and SRTA, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized and hereinafter named officers, have caused this Agreement to be signed, sealed and delivered as of the date hereof.

**STATE OF GEORGIA DEPARTMENT OF
TRANSPORTATION**

By:  L.S.
Russell R. McMurry
Commissioner of Transportation

Attest:  L.S.
Angela Whitworth
Treasurer



(Seal Affixed Here)

[SIGNATURES CONTINUED ON NEXT PAGE]

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STATE ROAD AND TOLLWAY AUTHORITY

By: DocuSigned by:
Jannine Miller L.S.
C2ABEB312926471
Jannine Miller
Executive Director

Attest: DocuSigned by:
Monique Simmons L.S.
25F6857500504AB...
Monique Simmons
Chief Financial Officer and Treasurer

(Seal Affixed Here)

DEFINITIONS ANNEX

Capitalized terms and abbreviations used in this Intergovernmental Agreement have the meanings given in this Definitions Annex, the Project Agreement or the Tolling Services Agreement.

“**Additional SRTA Funding Obligations**” has the meaning given in Section 2(a) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Authority Payment Obligations**” means SRTA's obligations to make payments to the Developer under the terms and conditions of the Project Agreement. The exact scope of such payments will vary from year-to-year, as Work on the Project progresses, but such payments include, without limitation (a) Early Work Payments, (b) Future Transit Payments, (c) Material Indexation Payments, (d) any Termination Sum, and (e) any other payments under Supplemental Agreements, each subject to the requirements, terms and conditions of the Project Agreement.

“**Base SRTA Funding Obligations**” means the base funding obligations of SRTA as described in Section 1 of Schedule 2.3(b) (SRTA Funding Obligations).

“**Board**” has the meaning given in the Recitals.

“**BRT Funds**” has the meaning given in Section 1(a) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Consult**” has the meaning given in Section 2(a)(ii) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult (TSA)**” has the meaning given in Section 2(a)(ii) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Consult – Joint Determination**” has the meaning given in Section 2(a)(iv) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult – Joint Determination (TSA)**” has the meaning given in Section 2(a)(iv) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Consult - Receive Direction**” has the meaning given in Section 2(a)(iii) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult - Receive Direction (TSA)**” has the meaning given in Section 2(a)(iii) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**D&C Period**” has the meaning given in the Recitals.

“**Default**” has the meaning given in Section 8.1 (Defaults Defined).

“**Developer**” has the meaning given in the Project Agreement.

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“**Effective Date**” has the meaning given in Section 4.1 (Effective Date of this Agreement, Term).

“**Estate for Years**” has the meaning given in the Recitals.

“**FHWA Stewardship and Oversight Agreement**” has the meaning given in Section 3(b) (Additional GDOT responsibilities in respect of the Project) of Schedule 3.1 (GDOT Responsibilities).

“**force majeure**” has the meaning given in Section 8.1 (Defaults Defined).

“**GDOT Act**” has the meaning given in the Recitals.

“**GDOT PRA Subaccount**” has the meaning given in Section 4 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**GDOT Responsibilities**” has the meaning given in Section 3.1 (Appointment of GDOT as SRTA’s Project Manager).

“**GSFIC**” has the meaning given in Section 1(a) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Guaranteed Revenue Bonds**” has the meaning given in Section 1(b) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Joint Resolution**” has the meaning given in the Recitals.

“**MARTA**” has the meaning given in the Recitals.

“**Notify**” has the meaning given in Section 2(a)(i) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Notify (TSA)**” has the meaning given in Section 2(a)(i) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Operating Period Intergovernmental Agreement**” has the meaning given in the Recitals.

“**Party**” or “**Parties**” has the meaning given in the Recitals.

“**PPP Act**” has the meaning given in the Recitals.

“**Project**” has the meaning given in the Recitals.

“**Project Agreement**” has the meaning given in the Recitals.

“**Public Receipts Account**” has the meaning given in Section 1 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**SR 400**” has the meaning given in the Recitals.

“**SRTA General Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**SRTA PRA Subaccount**” has the meaning given in Section 4 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**SRTA’s Project Manager**” has the meaning given in Section 3.1(Appointment of GDOT as SRTA’s Project Manager).

“**SRTA Related Party**” means any consultant or contractor of SRTA performing work on behalf of SRTA with respect to the Project (excluding Developer, Developer Related Party and GDOT).

“**SRTA Rights and Obligations**” means the SRTA General Rights and Obligations, the SRTA Submittal Rights and Obligations and the SRTA Tolling Services Rights and Obligations.

“**SRTA SR 400 Project Bonds**” has the meaning given in Section 2.3(c)(Representations, Covenants and Agreements of SRTA).

“**SRTA Submittal Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**SRTA Tolling Services Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**State**” has the meaning given in the Recitals.

“**Term**” has the meaning given in Section 4.1(b)(Effective Date of this Agreement, Term).

“**Tolling QIs**” means the Quality Instances set out in 2.43, 2.44 and 2.45 of Exhibit 17 (Quality Instances) of the Project Agreement.

“**Tolling Work**” means:

- (a) any Work on the design, development, installation, testing, operations and maintenance of the ETCS and tolling signage (including the TRDMS) required to: (i) collect roadside transactions; (ii) perform Transaction bundling; (iii) calculate and assign applicable tolls; or (iv) interface with the Commercial Back Office, as required to meet the requirements of Sections 21 and 19 (including Attachment 19-8) to the Technical Provisions of the Project Agreement; and
- (b) any other Work which GDOT, acting as SRTA's Project Manager, reasonably determines should constitute Tolling Work for the purposes of the relevant GDOT obligation which applies to such Tolling Work, having regard to the interface with or impact on (i) the customer experience of Users of the Express Lanes, and (ii) the coordination of tolling operations across the express lanes network within the State.

SCHEDULE 2.1(b) –PAYMENTS FROM PUBLIC RECEIPTS ACCOUNT

1. No later than fourteen (14) days after the Effective Date of this Intergovernmental Agreement, GDOT and SRTA shall establish a segregated financial account for all proceeds received by SRTA from the Developer in respect of the Project (other than (i) the Transaction Fees, (ii) the Interoperability Fees, (iii) repayment of any remaining amount from the Cash Collateral Trust Account, where there is no Early Termination, in accordance with Section 3.9 of the Tolling Services Agreement; (iv) payments under Section 5.3(d) of the Tolling Services Agreement, (v) recovery of losses and damages for TSA Developer Default, (vi) any interest accruing for late payment, and (vii) any amounts owed by the Developer to SRTA under a violations processing services agreement, if any, in each case payable by the Developer in accordance with the terms of the Tolling Services Agreement or any such violations processing services agreement) (the “**Public Receipts Account**”). The Public Receipts Account shall be a joint account held by and in the names of GDOT and SRTA for payments from the Developer to SRTA as listed in column (1) of Table 1 (Payments Received into Public Receipts Account) below.
2. In accordance with Section 33.3(b) of the Project Agreement, the Developer shall deposit the payments due to SRTA pursuant to the Project Agreement, and detailed in columns (1) and (2) of Table 1 (Payments Received into Public Receipts Account) below, into the Public Receipts Account.
3. GDOT and SRTA shall ensure that any proceeds of Insurance Policies or Performance Security maintained in respect of the Project pursuant to the Project Agreement, and detailed in columns (1) and (2) of Table 1 (Payments Received into Public Receipts Account) below, which are not payable directly to the Developer, a Lender, or a Contractor shall be deposited into the Public Receipts Account.
4. All funds on deposit to the Public Receipts Account shall be transferred into one of two subaccounts within two (2) Business Days of deposit, subject to Section 5 and Section 6 below, or such other timeline as mutually agreed in writing by GDOT and SRTA. The intended recipient of each payment is indicated in column (3) of Table 1 (Payments Received into Public Receipts Account) below. All payments for the benefit of, or to be utilized by, GDOT shall be transferred into the “**GDOT PRA Subaccount**” and all payments for the benefit of, or to be utilized by, SRTA shall be transferred into the “**SRTA PRA Subaccount**”. Only GDOT may withdraw funds deposited in the GDOT PRA Subaccount and only SRTA may withdraw funds deposited in the SRTA PRA Subaccount. If any funds are deposited into the Public Receipts Account which are not identified in Table 1 (Payments Received into Public Receipts Account), then GDOT and SRTA will agree by Consult - Joint Determination how such funds are to be allocated to the GDOT PRA Subaccount and/or the SRTA PRA Subaccount.
5. Unless otherwise mutually agreed in writing between GDOT and SRTA, payments deposited to the Public Receipts Account, regardless as to whether the deposited payment reflects the full payment amount, in respect of the following costs or losses identified in

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Table 1 (Payments Received into Public Receipts Account) below shall be split on a pro-rata basis with respect to GDOT and SRTA’s properly evidenced costs or losses:

- (a) 12. Costs related to correction of Nonconforming Work;
 - (b) 14. Costs related to increased monitoring;
 - (c) 17. Costs incurred during step-in on Developer breach;
 - (d) 23. Indemnity payments;
 - (e) 25. Authority Refinancing Costs;
 - (f) 26. Costs related to Open Records litigation and disclosure;
 - (g) 27. Insurance proceeds; or
 - (h) 28. Performance Security payments,
6. GDOT and SRTA shall prepare and provide evidence of costs or losses and agree the pro-rata allocation within ten (10) Business Days (or such longer period as mutually agreed in writing to by the Parties) of deposit to the Public Receipts Account, and the allocated amounts shall be transferred to the corresponding subaccount within two (2) Business Days of such agreement.

Table 1: Payments Received into Public Receipts Account

#	Payment (1)	Document Reference (2)	Subaccount (3)
Project Agreement payments			
1.	Concession Fee [<i>D&C Period IGA only</i>]	PA Section 31.1	GDOT PRA Subaccount
2.	Revenue Share [<i>Operating Period IGA only</i>]	PA Section 31.2 and PA Exhibit 16	GDOT PRA Subaccount
3.	Noncompliance Payments	PA Section 31.3 and PA Exhibit 14, Sections 2.1 to 2.2	GDOT PRA Subaccount; unless related to Tolling QIs, then of Noncompliance Payment to SRTA PRA Subaccount [<i>Exception for Operating Period IGA only</i>]
4.	Lane Rental Charges	PA Section 31.4 and PA Exhibit 14, Sections 2.3 to 2.7	GDOT PRA Subaccount

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#	Payment (1)	Document Reference (2)	Subaccount (3)
5.	Material Indexation Remainder Payment [<i>Operating Period IGA only</i>]	PA Section 31.5 and PA Exhibit 15	GDOT PRA Subaccount
6.	Costs incurred for assisting in acquiring Developer acquired ROW (Developer Proposed, Developer Acquired ROW) [<i>D&C Period IGA only</i>]	PA Section 31.6(a)(i) and PA Section 6.5(s)	GDOT PRA Subaccount
7.	Independent Quality Assurance savings [<i>Operating Period IGA only</i>]	PA Section 31.6(a)(ii) and PA Section 10.3(b)	GDOT PRA Subaccount
8.	Open Configuration Work Liquidated Damages [<i>D&C Period IGA only</i>]	PA Section 31.6(a)(iii) and PA Section 14.4(b)	GDOT PRA Subaccount
9.	Reimbursement for Hazardous Materials Management performed by Authority	PA Section 31.6(a)(iv) and PA Section 15.4(c)	GDOT PRA Subaccount
10.	Final Acceptance Liquidated Damages [<i>Operating Period IGA only</i>]	PA Section 31.6(a)(v) and PA Section 18.2(h)	GDOT PRA Subaccount for 90% of the Final Acceptance Liquidated Damages; SRTA PRA Subaccount for 10% of the Final Acceptance Damages
11.	Costs related to Returned Asset Warranties	PA Section 31.6(a)(vi) and PA Section 19.5(g)	GDOT PRA Subaccount
12.	Payment related to Nonconforming Work	PA Section 31.6(a)(vii) and PA Section 20.3(d)	GDOT PRA Subaccount; unless in respect of nonconforming Tolling Work or as may be agreed between the Parties, then SRTA PRA Subaccount
13.	Monthly Payment Report correction	PA Section 31.6(a)(viii) and PA Section 33.2	GDOT PRA Subaccount; unless the correction relates to a payment to SRTA PRA Subaccount in this table, then SRTA PRA Subaccount

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#	Payment (1)	Document Reference (2)	Subaccount (3)
14.	Costs related to increased monitoring	PA Section 31.6(a)(ix) and PA Section 34.7(d)	GDOT PRA Subaccount; unless costs incurred by SRТА in respect of increased monitoring of Tolling Work or increased monitoring as may be requested by GDOT, then SRТА PRA Subaccount
15.	Costs related to insurance procured following Developer Default	PA Section 31.6(a)(x) and PA Section 52.7(j)(i)	GDOT PRA Subaccount
16.	Reimbursement for reduction in annual premium for an Uninsurable Risk	PA Section 31.6(a)(xi) and PA Section 53.2(e)(iii)	GDOT PRA Subaccount
17.	Costs incurred during step-in on Developer breach	PA Section 31.6(a)(xii) and PA Section 65.5(iii)	GDOT PRA Subaccount; unless costs incurred by SRТА in respect of any Required Action taken by SRТА related to Tolling Work or as may be requested by GDOT, then SRТА PRA Subaccount
18.	Supplemental Agreement – Authority Change Gain Share	PA Section 31.6(a)(xiii) and PA Section 50.9	GDOT PRA Subaccount; unless the Authority Change is subject to “Consult – Joint Determination”, then SRТА PRA Subaccount and GDOT PRA Subaccount for such amounts determined mutually by the Parties.
19.	Supplemental Agreement – Developer Change Gain Share	PA Section 31.6(a)(xiii) and PA Section 51.6	GDOT PRA Subaccount; unless the Developer Change is subject to “Consult – Joint Determination”, then SRТА PRA Subaccount and GDOT PRA Subaccount for such amounts determined mutually by the Parties.
20.	Georgia Department of Public Safety invoice [<i>Operating Period IGA only</i>]	PA Section 22.2	SRТА PRA Subaccount. SRТА shall be responsible for paying the Georgia Department of Public Safety the amounts received.

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#	Payment (1)	Document Reference (2)	Subaccount (3)
21.	Georgia Office of State and Administration Hearings SAAG invoice [<i>Operating Period IGA only</i>]	PA Section 24.3(b)(ii)(D)	SRTA PRA Subaccount.
23.	Indemnity payments	PA Section 55.1	GDOT PRA Subaccount; unless related to an indemnity in favor of SRTA, then SRTA PRA Subaccount.
24.	Refinancing Gain Share	PA Section 58.4	GDOT PRA Subaccount
25.	Authority Refinancing Costs	PA Section 58.8	GDOT PRA Subaccount; unless costs incurred by SRTA in respect of assistance with Refinancing as may be requested by GDOT, then SRTA PRA Subaccount
26.	Repayment of any Early Works Payments in respect of recovery from cancelled insurance	PA Section 64.1(e)	GDOT PRA Subaccount
27.	Costs related to Open Records litigation and disclosure	PA Section 68.3(f)	GDOT PRA Subaccount; unless costs incurred by SRTA in respect of litigation or a proceeding relating to a request for disclosure relating to Tolling Work, then SRTA PRA Subaccount
Other Project payments into PRA			
28.	Insurance proceeds (including in respect of damage to property of or claims against SRTA or GDOT)	PA Section 52 and PA Exhibit 20	GDOT PRA Subaccount; unless relevant loss incurred by SRTA, then SRTA PRA Subaccount
29.	Performance Security payments	PA Section 54 and PA Exhibit 33	GDOT PRA Subaccount; unless relevant loss incurred by SRTA, then SRTA PRA Subaccount
30.	Closing Security payments	PA Section 64	GDOT PRA Subaccount

SCHEDULE 2.2(f) – OPERATING PERIOD INTERGOVERNMENTAL AGREEMENT

STATE ROUTE 400 EXPRESS LANES PROJECT

INTERGOVERNMENTAL AGREEMENT

(OPERATING PERIOD)

BETWEEN

STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION

AND

STATE ROAD AND TOLLWAY AUTHORITY

Dated as of November 13, 2024

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THIS STATE ROUTE 400 EXPRESS LANES PROJECT INTERGOVERNMENTAL AGREEMENT (OPERATING PERIOD) (hereinafter referred to as this “**Agreement**” or “**Intergovernmental Agreement**”) is made and entered this 13th day of November, 2024, by and between the **STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Georgia (hereinafter referred to as “**GDOT**”), and the **STATE ROAD AND TOLLWAY AUTHORITY**, a body corporate and politic and an instrumentality and public corporation of the State of Georgia (hereinafter referred to as “**SRTA**”), for the purpose of memorializing the rights, roles and responsibilities of each party during the design and construction period relating to the herein defined Project. GDOT and SRTA may be referred to individually, as “**Party**” or collectively, as “**Parties**”.

WITNESSETH THAT:

WHEREAS, GDOT and SRTA have determined that it is in their mutual best interest and in the best interests of the State of Georgia (the “**State**”) to facilitate private sector investment and participation in the development of the State’s transportation system via public-private partnership agreements and to that end to cause the design, construction, financing, operation (including tolling) and maintenance of the Project pursuant to the public-private partnership framework contemplated in O.C.G.A. §§ 32-2-78, *et seq.*, as amended (the “**PPP Act**”), which PPP Act forms a part of O.C.G.A. §§ 32-2-1, *et seq.*, as amended (the “**GDOT Act**”); and

WHEREAS, among other powers, GDOT has the authority “to negotiate, let, and enter into contracts with . . . the State Road and Tollway Authority . . . for the construction or maintenance of any public road or any other mode of transportation” as may be provided by applicable law pursuant to O.C.G.A. § 32-2-2(a)(5); and

WHEREAS, GDOT is the owner of, or possesses rights of access to, that certain real property which forms a part of the State’s transportation system and is situated in Forsyth County, Georgia and Fulton County, Georgia, as more particularly described in the herein referenced Estate for Years, through which GDOT (as Grantor therein) has agreed with SRTA (as Grantee therein) to use its powers, as necessary and consistent with applicable law, to become the owner of, or obtain rights of access to, certain additional real property (collectively, the “**Premises**”), required for the hereinafter defined Project; and

WHEREAS, GDOT and SRTA are permitted to enter into intergovernmental contracts pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State, which provides, in pertinent part, as follows:

“[t]he state, or any institution, department, or other agency thereof, and any . . . other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide”; and

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WHEREAS, pursuant to O.C.G.A. § 32-2-61(a), GDOT is expressly authorized to (i) enter into intergovernmental contracts and to obligate itself to make payments in connection therewith, and (ii) incur funding obligations in respect of such intergovernmental contracts without having funds appropriated for such obligations; and

WHEREAS, pursuant to O.C.G.A. § 32-10-63, SRTA is authorized to undertake certain “project[s],” including, among others, “toll access roads” and “any program for mass transportation or mass transportation facilities” approved by GDOT and SRTA, as such term is defined in O.C.G.A. § 31-10-60(5); and

WHEREAS, pursuant to O.C.G.A. § 32-10-63(5), SRTA is permitted to “make contracts . . . as . . . legitimate and necessary” to carry out the purpose for which SRTA was created; and

WHEREAS, pursuant to the PPP Act, GDOT is authorized to undertake a project on the Premises consisting of but not limited to the design, construction, financing, operation and maintenance of two new tolled, access controlled express lanes in each direction on State Road 400 (“**SR 400**”), with a scope of work that will include the development of approximately 16 miles of express lanes along SR 400 between the Metropolitan Atlanta Rapid Transit Authority (“**MARTA**”) North Springs Station at Exit 5C in Fulton County, and approximately 0.9 miles north of the SR 400/McFarland Parkway Interchange at Exit 12 in Forsyth County (Project MSL00-0001-00(757), P.I. No. 0001757) (the “**Project**”), which will connect with the current general purpose lanes on I-285 via ramps and a collector-distributor (C/D) system that is currently under construction, as more fully described in the Project Agreement dated as of even date with the D&C Period Intergovernmental Agreement, by and between SRTA and the Developer (as hereinafter described) (the “**Project Agreement**”); and

WHEREAS, as provided in the PPP Act and O.C.G.A. § 32-10-67, GDOT and SRTA , respectively, have authorized the joint undertaking of the Project, utilizing private-sector innovation and financial resources through a design-build-finance-operate-maintain method of delivery, whereby a private-sector developer can fund all or a portion of its Project costs through tolls collected from the Project, pursuant to that certain Second Amended and Restated Joint Resolution adopted by the State Transportation Board (the “**Board**”) on June 16, 2022 and by SRTA on June 6, 2022 (the “**Joint Resolution**”) (which Joint Resolution, among other things, amended and restated that certain Amended and Restated Joint Resolution relating to the Project adopted by the Board on April 21, 2022 and by SRTA on April 4, 2022); and

WHEREAS, GDOT and SRTA have each determined that the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project on the Premises by the Developer is an authorized joint undertaking by the Parties under State law; and

WHEREAS, pursuant to O.C.G.A. § 32-2-80(e), GDOT is authorized to enter into contracts for the funding of projects that include “tolls, fares, or other user fees and tax increments for use of the project that is the subject of the proposal” and “such funding may be distributed by contract among the participants in the project as may be provided for by contract”; and

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WHEREAS, pursuant to O.C.G.A. § 32-10-60 and § 32-10-63, SRTA has been given certain powers, including, but not limited to, (i) the power to construct, erect, acquire, own, repair, maintain, add to, improve, operate and manage one or more bridges or a system of roads, bridges and tunnels with access limited or unlimited as determined by SRTA, and such buildings, structures, parking areas, appurtenances and facilities related thereto, including, but not limited to, approaches, cross streets, roads, bridges, tunnels and avenues of access for such systems, and (ii) the power to make such contracts, leases, or conveyances as are legitimate and necessary, including, but not limited to, contracts for construction, operation or maintenance of projects; and

WHEREAS, the Board approved the final selection of the Developer to design, construct, finance, operate and maintain the Project; and

WHEREAS, the Board and SRTA have approved, respectively, a construction license and the conveyance of the Premises by GDOT to SRTA under the terms and conditions set forth in that certain Estate for Years, dated as of even date with the D&C Period Intergovernmental Agreement, between the Parties (the “**Estate for Years**”), and the entering into of a public-private partnership with the Developer pursuant to the Project Agreement, in order to cause the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project by the Developer; and

WHEREAS, GDOT has agreed to serve as project manager and agent for SRTA during the design and construction period (the “**D&C Period**”) and the operations and maintenance period (the “**Operating Period**”) of the Project; and

WHEREAS, consistent with the foregoing, the Parties entered into the D&C Period Intergovernmental Agreement in respect of the D&C Period, and have entered into this Intergovernmental Agreement relating to the Operating Period, each of which set forth the Parties’ respective rights, responsibilities and obligations in respect of the Project, as a continued joint undertaking, from the Effective Date through the completion of the D&C Period and the Operating Period under the Project Agreement, respectively; and

WHEREAS, GDOT has agreed, with respect to the Operating Period, to undertake, retain responsibility for and/or perform the GDOT Responsibilities; and

WHEREAS, SRTA has agreed to undertake, retain responsibility for and/or perform (a) the SRTA General Rights and Obligations, (b) the SRTA Submittal Rights and Obligations, and (c) the SRTA Tolling Services Rights and Obligations; and

WHEREAS, pursuant to O.C.G.A. § 32-10-64(a)(2), if the primary or exclusive purpose for SRTA’s exercise of its toll powers on a project is managing the flow of traffic, SRTA is authorized and empowered to collect tolls in respect of any such projects, including, without limitation, the Project; and

WHEREAS, GDOT and SRTA have determined that the Project is being undertaken to manage the flow of traffic on the Property, and SRTA is duly authorized to fix, revise, charge, and

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collect tolls for the use of the Project as provided in O.C.G.A. § 32-10-64(a)(2) and O.C.G.A. § 32-10-65; and

WHEREAS, SRTA has approved the toll parameters contained in Exhibit 13 of the Project Agreement; and

WHEREAS, pursuant to O.C.G.A. § 32-10-63(15), SRTA is empowered “to do all things necessary or convenient to carry out the powers expressly given” to SRTA in Article 2 of Chapter 10 of Title 32 of the Official Code of Georgia Annotated, as amended; and

WHEREAS, GDOT and SRTA have each found and determined that the undertaking of the transactions and services contemplated herein and the carrying out of the duties and obligations required herein are in their mutual best interest and in the best interests of and for the benefit of the State.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid, the mutual public benefit, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which each Party hereby (intending to be legally bound by the terms hereof) acknowledges, GDOT and SRTA hereby agree as follows:

**ARTICLE I
DEFINITIONS; USE OF PHRASES; INCORPORATION OF RECITALS**

Section 1.1 Definitions. Capitalized terms used in this Agreement have the meaning given in the Definitions Annex. The definitions set forth herein or incorporated herein by reference include both singular and plural. Any capitalized terms not defined herein shall have the meanings assigned to them in the Project Agreement or the Tolling Services Agreement (the “TSA”). The words “including”, “includes” and “include” used herein mean “including, without limitation”, “includes, without limitation” and “include, without limitation”, respectively.

Section 1.2 Use of Phrases. “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereinafter,” and other equivalent words refer to this Agreement and not solely to the particular portion hereof in which any such word is used. Whenever used herein, any pronoun shall be deemed to include both singular and plural and to cover all genders. References to sections and other subdivisions of this Agreement are to the designated sections and other subdivisions of this Agreement as originally executed.

Section 1.3 Incorporation of Recitals. The recitals set forth above are true and correct and said recitals are incorporated herein by reference.

Section 1.4 D&C Period IGA only clauses. The Schedules to this Agreement are identical to the Schedules to the D&C Period Intergovernmental Agreement. Where the words “[D&C Period IGA only]” are included in a provision in the Schedules, that provision shall be deemed to be of no effect in this Agreement and shall not form part of this Agreement.

ARTICLE II
UNDERTAKINGS AND REPRESENTATIONS

Section 2.1 Undertakings.

(a) As consideration for SRTA's authorization and use of its tolling powers and its assumption of certain responsibilities, obligations and services in connection with the Project, GDOT hereby covenants and agrees to (i) serve as SRTA's Project Manager, and (ii) undertake all obligations required to be undertaken by it in such role, or in its own capacity, as provided herein, under the Project Agreement or in any other GDOT Agreement during the Operating Period of the Project—which begins on the Services Commencement Date and ends at the end of the Term (each as contemplated in the Project Agreement), unless the Project Agreement is terminated prior to the end of the Term. In this connection, SRTA hereby covenants and agrees that it will undertake, retain responsibility for and/or perform (x) the SRTA General Rights and Obligations, (y) the SRTA Submittal Rights and Obligations, and (z) the SRTA Tolling Services Rights and Obligations. The Parties further covenant and agree to cooperate and act in SRTA's and GDOT's mutual best interests and in the best interests of the State with respect to performing their respective obligations and duties under this Agreement, the Project Agreement, the Tolling Services Agreement and, if applicable, any violations processing services agreement.

(b) The Parties acknowledge and agree that **Schedule 2.1(b) (Payments from Public Receipts Account)** attached hereto and by this reference made a part hereof sets forth (i) the payments to be made to GDOT from the Public Receipts Account in consideration for GDOT's service as SRTA's Project Manager and for the other undertakings of GDOT in connection with the Project, and (ii) the payments to be made to SRTA from the Public Receipts Account in consideration for SRTA's authorization and use of its tolling powers and its assumption of certain responsibilities, obligations and services in connection with the Project.

Section 2.2 Representations, Covenants and Agreements of GDOT. GDOT makes the following representations, covenants and agreements as the basis for the undertakings on its part herein contained:

(a) GDOT was duly created and is a validly existing public agency of the State. Under the provisions of the GDOT Act, the Constitution of the State and resolutions adopted by the Board, particularly the Joint Resolution, GDOT has the requisite power and authority to enter into this Agreement and the transactions contemplated by this Agreement (including, without limitation, serving as SRTA's Project Manager under the Project Agreement) and to carry out its obligations hereunder, subject to the limitations set forth in this Agreement. By proper action, GDOT has been duly authorized to execute and deliver this Agreement, and this Agreement is a valid and binding obligation of GDOT, enforceable against GDOT by SRTA in accordance with its terms.

(b) GDOT has found and hereby reaffirms that the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project in the manner contemplated in the Project Agreement will be in furtherance of the public purposes for which GDOT and SRTA were created.

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(c) GDOT hereby accepts its designation as SRTA's Project Manager as provided in Section 3.1 below, and in that capacity, GDOT hereby covenants and agrees that it will use its best efforts (which shall include, at a minimum, enforcement of the provisions of the Project Agreement) to cause the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project as contemplated under, and in accordance with the terms and conditions established within, the Project Agreement and this Agreement during the Operating Period.

(d) GDOT further acknowledges and agrees that, as SRTA's Project Manager, it shall act in a manner consistent with SRTA's and GDOT's mutual best interest and in the best interests of the State.

(e) GDOT hereby covenants and agrees that it will timely perform its obligations as SRTA's Project Manager including the GDOT Responsibilities.

(f) This Agreement has been duly executed and delivered by GDOT.

Section 2.3 Representations, Covenants and Agreements of SRTA. SRTA makes the following representations, covenants and agreements as the basis for the undertakings on its part herein contained:

(a) SRTA is a body corporate and politic and an instrumentality and public corporation of the State; has the power to enter into this Agreement and perform all of its obligations contained herein; by proper action, has the authority to execute and deliver this Agreement; and this Agreement is a valid and binding obligation of SRTA, enforceable against SRTA by GDOT in accordance with its terms.

(b) SRTA further covenants and agrees to comply with (i) the Base SRTA Funding Obligations (to the extent not fully satisfied during the D&C Period), and (ii) the Additional SRTA Funding Obligations, each as set forth in Schedule 2.3(b) (SRTA Funding Obligations) attached hereto and by this reference made a part hereof.

(c) SRTA covenants and agrees as follows: (a) prior to early termination or expiry of the Project Agreement, SRTA shall not issue any toll revenue bonds, notes or other obligations with respect to the Project ("**SRTA SR 400 Project Bonds**"), and (b) following any early termination of the Project Agreement, to the extent that any Authority Payment Obligations, including any Termination Sum, are outstanding, SRTA shall only issue SRTA SR 400 Project Bonds, the proceeds of which are applied to the payment of such outstanding Authority Payment Obligations, including any Termination Sum, and all funds on deposit in the Public Contribution Account shall be preserved for the exclusive purpose of funding the Authority Payment Obligations, including any Termination Sum.

(d) SRTA hereby covenants and agrees that it will timely perform the SRTA Rights and Obligations.

**ARTICLE III
APPOINTMENT OF GDOT AS SRTA'S PROJECT MANAGER; COMMENCEMENT
AND COMPLETION OF THE PROJECT**

Section 3.1 Appointment of GDOT as SRTA's Project Manager. SRTA hereby appoints GDOT to act as SRTA's project manager and agent ("SRTA's Project Manager"), and GDOT hereby accepts such appointment, with respect to each and every duty, role and responsibility of SRTA in relation to the Project during the Operating Period, including all duties, roles and responsibilities of SRTA as set out in or contemplated by the Project Agreement, excluding the SRTA Rights and Obligations. In such capacity, the Parties hereby acknowledge and agree that GDOT shall, and GDOT hereby covenants and agrees that it shall undertake, retain responsibility for and/or perform (whether as SRTA's Project Manager or otherwise) the responsibilities set forth in Schedule 3.1 (GDOT Responsibilities) attached hereto and by this reference made a part hereof (the "GDOT Responsibilities").

Consistent with the foregoing, the Parties acknowledge and agree that the general administration of the Project by GDOT, acting as SRTA's Project Manager, shall be conducted in a manner consistent with SRTA's and GDOT's mutual best interests and in the best interests of the State, with respect to SRTA's rights and obligations under the Project Agreement, including among others, GDOT's obligation to make the final determination and related decisions that the design, construction, operations, maintenance and other work performed by the Developer is executed in accordance with the Project Documents.

The Parties acknowledge and agree that notwithstanding (i) GDOT's obligations in respect of certain SRTA Rights and Obligations, and (ii) any inconsistency or conflict between the SRTA Rights and Obligations and the Authority Reserved Responsibilities (as set forth in the Project Agreement), GDOT, in its capacity as SRTA's Project Manager, is authorized to act as SRTA's agent with respect to all duties, roles and responsibilities of SRTA as set forth under the Project Agreement other than the Authority Reserved Responsibilities and the Developer has the right to rely on any action of GDOT acting under such authority as if it was an action of SRTA. Unless and until GDOT is notified in writing by SRTA to the contrary, all notices, consents, directions, and instructions to be given by, and all notices and plans to be delivered to SRTA with respect to the Project (excluding the Authority Reserved Responsibilities), shall be taken, given and made through GDOT, with a copy of certain agreed upon written notices to SRTA in accordance with Section 72.10 (Notices and Communications) of the Project Agreement to the extent permissible under applicable law.

Section 3.2 Commencement of the Operating Period of the Project. GDOT hereby covenants and agrees that, upon commencement of the Operating Period, it will (a) proceed immediately and with due diligence to perform its obligations as SRTA's Project Manager, including its obligations as SRTA's project manager and agent as set forth under the Project Agreement, (b) use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the timely execution and completion (as the case may be) of the design, construction financing, operation (inclusive of tolling) and maintenance of the Project required during the Operating Period, (c) as and to the extent required, use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project

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Agreement) to cause the design, construction, operation and maintenance of said Project, all in accordance with the programs, plans, specifications, Developer Changes and Authority Changes, and Supplemental Agreements prepared in connection therewith and subject to the rights, obligations and limitations set forth in the Project Agreement, and (d) use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the Developer to timely complete all Work that must be performed during the Operating Period—including all O&M Work and D&C Work included in the FA List, in strict accordance with the Project Documents. SRTA hereby covenants and agrees that, upon commencement of the Operating Period, it will proceed immediately and with due diligence to perform its obligations in respect of the SRTA Rights and Obligations during the Operating Period.

Section 3.3 Transition from D&C Period to Operating Period. GDOT hereby covenants and agrees that, upon achieving Services Commencement, (a) GDOT will use its best efforts to cause Developer to complete all remaining D&C Work for the Project in accordance with the accepted D&C Closeout Plan, including all conditions precedent to achieving Final Acceptance (subject to the SRTA Rights and Obligations), (b) GDOT will use its best efforts (which shall include at a minimum enforcement of the relevant provisions of the Project Agreement) to cause the Developer to timely achieve the commencement of tolling operations (subject to the SRTA Tolling Services Rights and Obligations), as contemplated under the Project Agreement, and (c) GDOT will, as and to the extent required, use its best efforts to cause Developer to repair, re-work or otherwise address any Nonconforming Work until such work meets the requirements set forth in the Project Documents. SRTA hereby confirms, covenants and agrees that, upon achieving Services Commencement, it will proceed with due diligence to perform its obligations in respect of the SRTA Rights and Obligations during the Operating Period.

Section 3.4 Pursuit of Remedies Against Developer, Contractors, Subcontractors, and Any of Their Respective Sureties or Guarantors, Cooperation of GDOT in Legal Actions. In the event of a Developer Default (as defined in the Project Agreement) during the Operating Period, or default by any contractor or subcontractor under any contract made in connection with the design, construction, financing, maintenance, operation or tolling, GDOT shall (other than in relation to the SRTA Rights and Obligations and subject to GDOT's obligations set forth in Schedule 7.1(a) (SRTA General Rights and Obligations), Part A, Table 2-1 (Project Agreement Responsibilities Matrix), column (3) (Intergovernmental Obligations (Operating Period))):

(a) have the authority to administer such matters as it shall determine to be in the best interest of the Project, including making elections with respect to enforcement of any remedies which GDOT and SRTA may have against the Developer under the Project Agreement or against such contractor, subcontractor surety or guarantor, as applicable, for the performance of such contract, pursuant to applicable law or such respective contracts;

(b) prosecute or defend any action or proceeding or take any other action involving the Developer, contractor, subcontractor, surety or guarantor which GDOT deems reasonably necessary (provided that the filing of any lawsuit or commencement of any other legal proceedings against the Developer shall only be carried out by SRTA as a SRTA Right and Obligation,) and in such event, GDOT and SRTA agree to cooperate fully with each other; and

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(c) at all times cooperate with and participate in the defense of SRTA, as and to the extent a suit, claim or other action is filed in connection with the matters contemplated in this Agreement and the Project Agreement.

Section 3.5 Obligations of the Parties Hereunder Absolute and Unconditional.

(a) The obligations of GDOT to observe the agreements contained herein shall be absolute and unconditional. Until the early termination or expiration of the Project Agreement (determined in strict accordance with the provisions of such Project Agreement) and the satisfaction of all Authority Payment Obligations under the Project Agreement and the satisfaction of all SRTA payment obligations under the Tolling Services Agreement, GDOT (i) shall perform and observe all of its obligations contained in this Agreement and in every GDOT Agreement, (ii) except as expressly provided therein, shall not terminate the Estate for Years, (iii) shall not terminate this Agreement for any cause whatsoever, and (iv) shall, subject to the terms of this Agreement, allow SRTA to perform all of its obligations under this Agreement without impeding or interfering with SRTA's authority and rights conferred under this Agreement. Notwithstanding the foregoing, nothing herein contained is intended, nor shall it be construed as, limiting or altering GDOT's right to renew or not renew the MOU (which decision shall be made by GDOT in its sole discretion) or expanding GDOT's obligations thereunder.

(b) SRTA's obligations and agreements herein contained shall also be absolute and unconditional. Until the early termination or expiration of the Project Agreement (determined in strict accordance with the provisions of the Project Agreement) and the satisfaction of all Authority Payment Obligations under the Project Agreement and the satisfaction of all SRTA payment obligations under the Tolling Services Agreement, SRTA (i) shall perform and observe all of its obligations contained in this Agreement and in every GDOT Agreement, (ii) except as expressly provided therein, shall not terminate the Estate for Years, (iii) shall not terminate this Agreement for any cause whatsoever, (iv) shall not terminate the Project Agreement without the prior approval of GDOT in accordance with this Agreement and (v) shall allow GDOT to perform all of its obligations under this Agreement without impeding or interfering with GDOT's authority and rights conferred under this Agreement.

(c) For purposes of clarification, a default by GDOT or SRTA hereunder is not intended to be, and shall not be interpreted as, a breach, in and of itself, of (i) SRTA's covenants and agreements to the Developer under the Project Agreement or any other related document, instrument or agreement, or (ii) SRTA's covenants and agreements with any party which has participated in the financing of all or a portion of the Project.

**ARTICLE IV
EFFECTIVE DATE OF THIS AGREEMENT; TERM**

Section 4.1 Effective Date of this Agreement; Term. This Agreement is effective as of the Services Commencement Date (the "**Effective Date**"), which date for the record is first above written, and shall remain in effect until the early termination or expiration of the Project Agreement, in each case in strict conformance with the provisions thereof, (i) after giving effect to any applicable notice and cure rights and cure periods thereunder and (ii) only following the

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satisfaction of any Authority Payment Obligations in respect of the Project Agreement, including any Termination Sum due by SRТА thereunder, unless otherwise modified, extended or renewed; provided that, as such relates to this clause (b), this Agreement shall not terminate if a New Project Agreement is entered into in accordance with the Project Agreement (the “Term”); further, provided that in no event shall the Term extend beyond the date which is fifty (50) years after the Effective Date of this Agreement (or such shorter period as required to comply with applicable law).

**ARTICLE V
TAXES, UTILITIES AND INSURANCE**

Section 5.1 Taxes, Other Governmental Charges and Utility Charges.

(a) GDOT and SRТА each acknowledge that under present law neither GDOT’s nor SRТА’s interests in the Project are subject to ad valorem taxation by the State or by any political or taxing subdivision thereof and that under present law the revenue, if any, of GDOT and SRТА from the Project are not subject to either federal or State taxation.

(b) As part of its obligations and duties to SRТА under this Agreement, GDOT shall use its best efforts (which shall include at a minimum enforcement of the provisions of the Project Agreement) to cause the Developer to pay, as the same respectively become lawfully due and payable and to the extent they are the responsibility of the Developer under the Project Agreement: (i) any and all taxes under Section 72.1 (Taxes) of the Project Agreement as well as governmental charges of any kind whatsoever levied upon or with respect to the Developer’s payments and/or obligations and interests under the Project Agreement (if any); and (ii) all utility and other charges incurred in the maintenance and upkeep of the Project during the Operating Period.

Section 5.2 Insurance Required. Notwithstanding anything contained in the Estate for Years to the contrary, during the Term, GDOT and SRТА agree to cooperate, one with the other, to insure (or cause to be insured) the Project in accordance with the requirements of the Project Agreement or as otherwise permissible under the provisions of applicable State law. For purposes of clarification, this provision is not intended and shall not be construed as preventing GDOT or SRТА from utilizing its or the State’s usual and customary insurance policies and practices (including, but not limited to, self-insurance) in respect of similar transportation projects whether or not the Developer is responsible for the design, construction, financing, operation (inclusive of tolling) and/or maintenance of the Project or the Express Lanes or General Purpose Lanes forming a part thereof. The Parties acknowledge and agree that causing the Developer to comply with the insurance requirements in the Project Agreement during the term of the Project Agreement shall be deemed compliance with this provision of this Agreement. Notwithstanding the foregoing, nothing in this section shall limit or waive the sovereign immunity of the State, GDOT or SRТА to the extent applicable.

ARTICLE VI
DAMAGE, DESTRUCTION AND RIGHT OF WAY

Section 6.1 Damage and Destruction. In the event that the Project, or any portion thereof (including, particularly, the Express Lanes and General Purpose Lanes), is damaged or destroyed by fire or other casualty, GDOT, with the cooperation of SRTA, which cooperation SRTA shall be required to provide, shall have the right to control all decisions relating to the determination as to whether to repair, rebuild, replace or modify the Project; provided, however, that GDOT shall act in strict compliance with the related requirements placed upon SRTA in (i) any bond documents issued for the benefit of the Project and any Finance Documents relating to the proceeds of the Guaranteed Revenue Bonds allocable to the Project, (ii) all of GDOT's agreements with Governmental Entities providing funding in support of the Project, and (iii) the Project Agreement.

Section 6.2 Right of Way. Pursuant to Article 6 (Right of Way) of the Project Agreement, SRTA is obligated to provide the Developer with access rights to certain Existing Right of Way, State Proposed/State Acquired Right of Way, Developer Proposed/State Acquired Right of Way, Developer Proposed/Developer Acquired Right of Way, certain MARTA and City Parties right of way, and certain Top End Express Lanes Project right of way. GDOT, as SRTA's Project Manager, shall be responsible for undertaking the obligations of SRTA as required pursuant to the Project Agreement with respect to such property interests.

ARTICLE VII
SPECIAL COVENANTS

Section 7.1 SRTA Rights and Obligations. GDOT shall not be responsible as SRTA's Project Manager for, and SRTA hereby agrees to undertake, retain responsibility for and/or perform, the rights and obligations with respect to:

(a) the SRTA general rights and obligations concerning the Project as set forth in **Schedule 7.1(a) (SRTA General Rights and Obligations) Part A, Table 2-1 (Project Agreement Responsibilities Matrix), column (2) (Authority Reserved Responsibilities) and Part B (Additional SRTA Responsibilities)** attached hereto and by this reference made a part hereof (the "SRTA General Rights and Obligations");

(b) the SRTA submittal rights and obligations concerning the Project as set forth in **Schedule 7.1(b) (SRTA Submittal Rights and Obligations)** attached hereto and by this reference made a part hereof (the "SRTA Submittal Rights and Obligations"); and

(c) the SRTA tolling services rights and obligations concerning the Project as set forth in **Schedule 7.1(c) (SRTA Tolling Services Rights and Obligations)** attached hereto and by this reference made a part hereof (the "SRTA Tolling Services Rights and Obligations").

Section 7.2 Inspection of the Project. Notwithstanding GDOT's right and obligation to inspect, review, approve, make determinations and otherwise manage and oversee the Project (including, without limitation, GDOT's right to serve as the approving Party for all Authority

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Payment Requests, Administrative Payment Certifications, and disbursements payable from the Public Contribution Account held for the benefit of the Project) as SRTA's Project Manager or otherwise, GDOT agrees that SRTA (and its other duly authorized agents) shall have the right at all reasonable times to review the inspection reports, engineering reports, maintenance logs and other documentation prepared in connection with the design, construction, financing, operation (inclusive of tolling) and maintenance of the Project, and to otherwise examine and inspect the Project, provided, further, that this provision is not intended and shall not be construed as limiting the SRTA Rights and Obligations (including, without limitation, the SRTA payment obligations contemplated in Section 7.6 (GDOT Administrative Payment Certifications) hereof).

Section 7.3 GDOT's and SRTA's Right to Carry Out their Respective Federally Required Rights, Obligations and Duties. Notwithstanding anything herein or in the Project Agreement to the contrary, the Parties hereby acknowledge and agree that each of GDOT and SRTA shall retain all of their respective rights, obligations and responsibilities over matters which the applicable Party is required to control, direct or perform, as the case may be, to remain in compliance with federal, local and State law. In addition, nothing in this Agreement is intended to, nor shall it be construed so as to, restrict, impair, delegate, transfer or abdicate GDOT's rights and obligations to the United States Department of Transportation (including its modal agencies, such as the Federal Highway Administration) to oversee, manage and administer the federal-aid highway program for the State. SRTA and GDOT further reserve the right to hire, engage or otherwise procure third-party architects, engineers, contractors, consultants and other professionals needed to carry out their respective obligations under this Agreement.

Section 7.4 GDOT's Responsibility and Obligations as to Hazardous Materials Management. The Parties hereby acknowledge and agree that, as between GDOT and SRTA, GDOT, in its capacity as (a) the fee simple owner of the Premises; (b) the grantor of the Estate for Years; and (c) SRTA's Project Manager under this Agreement, shall retain liability, to the fullest extent permissible under applicable federal and State Environmental Laws (as defined in the Project Agreement), with respect to generator and arranger liability due to Pre-Existing Hazardous Materials. Further, to the extent permitted by law, GDOT shall retain and be responsible for, as between GDOT and SRTA, all liability and responsibility (including in relation to all claims by the Developer against SRTA related thereto under the Project Agreement or otherwise) relating to Undisclosed Pre-Existing Hazardous Materials, Third Party Hazardous Materials Release, Authority Release of Hazardous Materials caused by GDOT or their respective contractors (*but excluding Authority Release of Hazardous Materials caused by SRTA or its contractors*) and Developer Hazardous Materials in the event the Developer fails or refuses to honor its obligations under the Project Agreement with respect to such matters and without intending to relieve the Developer of such obligations, whether such liability and/or responsibility is based on the theory of strict liability, negligence or any other theory of liability. Notwithstanding the foregoing, in the event that it is judicially determined that the Developer has contributed to any liability or responsibility in respect of such Pre-Existing Hazardous Materials, Undisclosed Pre-Existing Hazardous Materials, Third Party Hazardous Materials Release, Authority Release of Hazardous Materials and/or Developer Hazardous Materials, then and in such case(s), neither SRTA nor GDOT shall be responsible for the portion of any liability or responsibility determined judicially to be caused by and allocable to the Developer under the terms of the Project Agreement; provided,

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however, that GDOT reserves its right to cure any failure or default on the part of the Developer to meet its obligations and liabilities in respect thereof due to its imputed liability under federal and State Environmental Laws as the fee simple owner of the Premises. In addition, nothing herein shall be construed as limiting GDOT's rights as: (i) the fee simple owner of the Premises; (ii) the grantor of the Estate for Years; or (iii) SRTA's Project Manager, to seek contribution or payment from (or otherwise take action against) the Developer or any other person or entity which may be responsible (in whole or in part) in respect of any such liability or responsibility.

Section 7.5 Budgetary Process. Without intending to create any liability for GDOT or SRTA hereunder, but rather to establish agreement as to their administrative processes and procedures, GDOT and SRTA acknowledge and agree that their administrative process relating to budgeting and appropriations for construction projects, including the Project, shall follow the process, procedures and timeline memorialized in the MOU. Out of an abundance of caution and to avoid doubt, this provision is not intended, nor shall it be construed, in a manner which (a) restricts or restrains GDOT's absolute and unfettered right to not renew the MOU in any year in which it, or a similar arrangement between GDOT and SRTA, is in effect, or (b) creates any funding obligation or commitment in respect of the Project.

Section 7.6 GDOT Administrative Payment Certifications

(a) Notwithstanding anything contained in this Intergovernmental Agreement to the contrary, and without limiting GDOT's obligations as SRTA's Project Manager, GDOT shall be solely responsible for the timely review, approval, rejection, modification, coordination, communication and determination with respect to every Authority Payment Request received from the Developer, regardless of the type of payment sought thereunder, including in respect of payments related to Supplemental Agreements.

(b) GDOT shall review and make determinations of the amount of the payment(s) SRTA is obligated to remit to the Developer under the Project Agreement in strict accordance with the obligations and timing limitations imposed on SRTA under the Project Agreement.

(c) Upon GDOT's receipt of a draft "Authority Payment Request," in the relevant form in Exhibit 19 (Monthly Payment Report) to the Project Agreement and in accordance with Section 32.1 (Submission of Monthly Payment Reports) of the Project Agreement, GDOT shall verify through its review of each draft request, accompanying Monthly Payment Report(s), and all supporting materials furnished by the Developer, that (i) the payment requested by the Developer has been accurately and properly calculated, and (ii) the Developer is entitled to such payment under the Project Agreement.

(d) GDOT shall take all steps it deems necessary—including but not limited to requesting additional documentation from the Developer—to verify that: (i) the Work was performed in a good and workmanlike manner, without any defects, and in all cases in strict compliance with the requirements of the Project Agreement; and (ii) the payment amount that GDOT certifies to SRTA as due to the Developer is true, accurate, and complete.

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(e) GDOT shall be solely responsible for the timely review, approval, rejection and modification of any such payment amount, and any approval, rejection or modification shall be made by GDOT in accordance with this Agreement.

(f) GDOT shall utilize an “Administrative Payment Certification,” in the form of **Schedule 7.6(f) (Administrative Payment Certification (Operating Period))**, to certify the amount due to the Developer and direct SRTA to issue payment in that amount by drawing on funds from the Public Contribution Account.

(g) Notwithstanding anything herein to the contrary, nothing in this Agreement is intended, nor shall it be construed, as making GDOT responsible for the payments owed by SRTA to the Developer under the terms and provisions of the Project Agreement and the Tolling Services Agreement; rather, such payment obligations shall remain the responsibility of SRTA under the Project Agreement and the Tolling Services Agreement.

Section 7.7 Intellectual Property Rights

(a) SRTA hereby transfers to GDOT all its rights and interest, now and that may arise in future, in the Authority Intellectual Property and Data (as defined in the Project Agreement).

(b) GDOT hereby conveys to SRTA a perpetual, nonexclusive, royalty-free, irrevocable, worldwide, fully paid up right and license to use, reproduce, modify, adapt and disclose, and sublicense others to use, reproduce, modify, adapt and disclose: (i) the Proprietary Intellectual Property (as defined in the Project Agreement); and (ii) the Authority Intellectual Property and Data.

(c) GDOT shall not, at any time, sell any rights to the Proprietary Intellectual Property other than as expressly permitted by the license and rights granted to GDOT pursuant to Section 69.1(e) of the Project Agreement, and GDOT shall comply with the provisions set forth in Section 69.1(f)-(i) of the Project Agreement.

**ARTICLE VIII
DEFAULTS AND REMEDIES**

Section 8.1 **Defaults Defined**. The following shall constitute “**Defaults**” under this Agreement and the term “**Default**” shall mean, whenever it is used in this Agreement any one or more of the following events:

(a) the failure by a Party to observe and perform any covenant, condition, or agreement on its part to be observed or performed under this Agreement or the Estate for Years for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the defaulting Party by the non-defaulting Party. If a default specified in this subsection (a) is such that it can be corrected but not within the period specified herein (unless an extension of such period would materially adversely affect the Project or the Developer, or the revenues therefrom would be subjected to loss or forfeiture), such Default shall

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not constitute the basis of a Default hereunder (i) if corrective action capable of remedying such Default is instituted by the defaulting Party within the applicable period and diligently pursued until the default is corrected; and (ii) if such defaulting Party furnishes to the non-defaulting Party within the applicable period a certificate executed by the Commissioner of GDOT or Executive Director of SRTA, as the case may be, certifying that the Default is such that it can be corrected but not within the applicable period and that corrective action capable of remedying such default has been instituted, and specifying the corrective action is being diligently pursued and will be diligently pursued until the Default is corrected; and

(b) the making of any representation by a Party in this Agreement if such representation is untrue, incorrect, or invalid in any material respect when made.

For purposes of clarification and to avoid doubt, neither (i) a Default under this Agreement, nor (ii) a modification, revision, amendment, restatement or other change to this Agreement is or shall be interpreted as, in and of itself, a default under the Project Agreement or the Tolling Services Agreement, unless otherwise expressly provided for under the terms of the Project Agreement or the Tolling Services Agreement.

The foregoing provisions of this Section are subject to the following limitations: if by reason of force majeure, GDOT or SRTA is unable in whole or in part to carry out the obligations on its part herein contained, such Party shall not be deemed in Default during the continuance of such inability. The term “**force majeure**” as used herein shall include, without limitation, the following: (i) war, civil war, invasion, violent act of foreign enemy or armed conflict, (ii) nuclear, chemical or biological contamination, (iii) ionizing radiation, (iv) any blockade or embargo, (v) national or State-wide strike that has a direct adverse impact on the Party’s ability to perform its obligations under this Agreement, (vi) an act of Terrorism or (vii) pandemic, epidemic or other public health emergency declared at the State, federal or local level (as and to the extent such causes a disruption in the supply or availability of labor or materials or prevents the ability of a Party to perform physical or in person duties applicable to the Project due to quarantine, shelter in place or similar orders). The limitations under this Section shall not apply in circumstances where a force majeure event has an impact on the Developer's performance of the Project Agreement and/or Tolling Services Agreement (including in the context of biological contamination or ionizing radiation where the source or cause of the contamination or radiation is brought to or near the Project by the Developer or its contractors, or is as a result of the Developer’s breach of the Project Agreement or the Tolling Services Agreement) but does not otherwise impact on the carrying out by the Parties of their obligations under this Agreement; in these circumstances the applicable provisions of the Project Agreement or Tolling Services Agreement shall apply. Both Parties agree to remedy with all reasonable dispatch the cause or causes preventing such Party from carrying out its obligations; provided, that the settlement of strikes, lockouts, and other similar disturbances shall be entirely within the discretion of each such Party, and neither Party shall be required to make settlement of strikes, lockouts, and other similar disturbance by acceding to the demands of the opposing party or parties when such course is, in the judgment of GDOT or SRTA (as the case may be), unfavorable to it. In addition to the foregoing, both Parties acknowledge the past or ongoing impacts of the COVID-19 pandemic and the State, federal and local governmental responses to same shall not be deemed a force majeure event. In accordance

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therewith, the Parties acknowledge and represent that they entered into this Agreement fully aware of the potential risk of another phase or a continuation of COVID-19 and covenant and agree that neither Party may seek to excuse future non-performance on the basis of COVID-19.

Section 8.2 Alternative Dispute Resolution; Other Remedies on Default. In the event of any dispute whatsoever arising out of or relating to this Agreement, or any other issue arising between the Parties relating in any way to the Project, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed to SRTA's Representative or GDOT's Representative, as applicable. Within three (3) Business Days after the receipt of the notice by the receiving Party, SRTA's Representative and GDOT's Representative shall meet to attempt to resolve the dispute. If SRTA's Representative and GDOT's Representative cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Business Days after the date of written notice by either individual to SRTA's Deputy Executive Director and GDOT's Chief Engineer, SRTA's Deputy Executive Director and GDOT's Chief Engineer shall meet to attempt to resolve the dispute. If SRTA's Deputy Executive Director and GDOT's Chief Engineer cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute then, within five (5) Business Days after the date of written notice by either individual to the Executive Director of SRTA and the Commissioner of GDOT, the Executive Director of SRTA and the Commissioner of GDOT shall meet to attempt to resolve the dispute. If the Executive Director of SRTA and the Commissioner of GDOT cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then either Party may pursue those remedies only as allowed under this Agreement and as otherwise permitted by the Attorney General of the State. In addition to any other dispute between the Parties, whenever any Default referred to in Section 8.1 hereof shall have occurred and be subsisting, subject at all times to the provisions of Section 3.4 hereof, the non-defaulting Party shall first pursue resolution of said default pursuant to the alternative dispute resolution provisions set forth in this Section 8.2. The obligation to pay amounts due or perform actions required to be taken, as the case may be, under this Agreement, as and to the extent such obligations arise prior to the termination or expiration of this Agreement, shall survive the termination of this Agreement and, to the extent legally permissible, shall continue during the continuation, litigation or pendency of any dispute, unless otherwise expressly set forth in a subsequent agreement by and between the Parties, provided that in no event shall such obligations extend beyond the date which is fifty (50) years after the Effective Date of this Agreement.

Section 8.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the non-defaulting Party to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

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Section 8.4 No Additional Waiver Implied by One Waiver. In the event any covenant or agreement contained in this Agreement should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**ARTICLE IX
TERMINATION OF THE PROJECT AGREEMENT**

Section 9.1 Mutual Cooperation by and between SRTA and GDOT Regarding Termination of the Project Agreement and Canceling the Project. SRTA and GDOT hereby covenant and agree to cooperate, one with the other, in connection with SRTA's exercise of its right to cancel or terminate the Project Agreement pursuant to the provisions set forth therein or to otherwise cancel the Project having regard to, in each case, the rights of the Lenders pursuant to the Lenders' Direct Agreement. For purposes of clarification, upon a Developer Default (as defined under the Project Agreement) by Developer under the Project Agreement, after giving effect to any applicable cure periods, cure rights and other provisions in said Project Agreement, and any applicable cure periods and cure rights of the Lenders and other applicable provisions under the Lenders Direct Agreement, SRTA and GDOT agree to consult and where applicable reach agreement in accordance with Schedule 7.1(a) prior to making the decision to (i) terminate the Project Agreement, (ii) designate a replacement developer, (iii) exercise Required Actions or nominate GDOT to exercise Required Actions under Article 65 (Authority Step-In) of the Project Agreement, or (iv) otherwise exercise any rights which SRTA may have under the Project Agreement, the Lenders Direct Agreement, the D&C Contractor Direct Agreement, or any O&M Contractor Direct Agreement.

**ARTICLE X
MISCELLANEOUS**

Section 10.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when sent via hand delivery, electronic mail (Email) or other then-commonly acceptable means of electronic communication, overnight delivery using a nationally recognized overnight delivery service, or mailed by certified U.S. mail, postage prepaid, in each case addressed as follows:

- (i) if GDOT, to:

State of Georgia Department of Transportation
600 W. Peachtree Street
22nd Floor
Atlanta, Georgia 30308
Attention: Angela Whitworth, Treasurer
EMAIL: awhitworth@dot.ga.gov

with a copy to:

State of Georgia Department of Transportation

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600 W. Peachtree Street
23rd Floor
Atlanta, Georgia 30308
Attention: Annette Simelaro, General Counsel
EMAIL: asimelaro@dot.ga.gov

(ii) if to SRTA, to:

State Road and Tollway Authority
245 Peachtree Center Avenue
Suite 2200
Atlanta, Georgia 30303
Attention: Monique Simmons, Chief Financial Officer and
Treasurer
EMAIL: msimmons@srta.ga.gov

with a copy to:

State Road and Tollway Authority
245 Peachtree Center Ave, NE
Suite 2200
Atlanta, Georgia 30303
Attention: Merryl Mandus, General Counsel
EMAIL: mmandus@srta.ga.gov

Notices sent by hand delivery or overnight delivery shall be deemed effective on the date of delivery as herein provided. Notices sent by certified U.S. mail, postage prepaid, shall be deemed effective on the third day of deposit in the U.S. mail if properly addressed. Notices sent by Email or other form of electronic delivery shall be promptly confirmed in writing or by confirmation of receipt. SRTA and GDOT may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 10.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon GDOT and SRTA, and their respective successors and assigns; subject, however, to the limitations contained in this Agreement.

Section 10.3 Severability. In the event any paragraph, term, provision, sentence, phrase, clause or word of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and such paragraph, term, provision, sentence, phrase, clause or word shall be modified or deleted in such a manner as to make this Agreement, as so modified, valid and enforceable under applicable laws.

Section 10.4 Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the express written consent of both Parties.

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Section 10.5 Execution Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.6 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

Section 10.7 Law Governing Construction of Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State.

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IN WITNESS WHEREOF, GDOT, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized and hereinafter named representatives, and SRTA, acting pursuant to and in conformity with a properly considered and adopted resolution and acting by and through its duly authorized and hereinafter named officers, have caused this Agreement to be signed, sealed and delivered as of the date hereof.

**STATE OF GEORGIA DEPARTMENT OF
TRANSPORTATION**

By: _____ L.S.
Russell R. McMurry
Commissioner of Transportation

Attest: _____ L.S.
Angela Whitworth
Treasurer

(Seal Affixed Here)

[SIGNATURES CONTINUED ON NEXT PAGE]

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

STATE ROAD AND TOLLWAY AUTHORITY

By: _____ L.S.
Jannine Miller
Executive Director

Attest: _____ L.S.
Monique Simmons
Chief Financial Officer and Treasurer

(Seal Affixed Here)

DEFINITIONS ANNEX

Capitalized terms and abbreviations used in this Intergovernmental Agreement have the meanings given in this Definitions Annex, the Project Agreement or the Tolling Services Agreement.

“**Additional SRTA Funding Obligations**” has the meaning given in Section 2(a) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Authority Payment Obligations**” means SRTA's obligations to make payments to the Developer under the terms and conditions of the Project Agreement. The exact scope of such payments will vary from year-to-year, as Work on the Project progresses, but such payments include, without limitation (a) any Early Work Payments, Future Transit Payments, and Material Indexation Payments (as to the extent applicable), (b) any Termination Sum, and (c) any other payments under Supplemental Agreements, each subject to the requirements, terms and conditions of the Project Agreement.

“**Base SRTA Funding Obligations**” means the base funding obligations of SRTA as described in Section 1 of Schedule 2.3(b) (SRTA Funding Obligations).

“**Board**” has the meaning given in the Recitals.

“**BRT Funds**” has the meaning given in Section 1(a) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Consult**” has the meaning given in Section 2(a)(ii) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult (TSA)**” has the meaning given in Section 2(a)(ii) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Consult – Joint Determination**” has the meaning given in Section 2(a)(iv) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult – Joint Determination (TSA)**” has the meaning given in Section 2(a)(iv) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Consult - Receive Direction**” has the meaning given in Section 2(a)(iii) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Consult - Receive Direction (TSA)**” has the meaning given in Section 2(a)(iii) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**D&C Period**” has the meaning given in the Recitals.

“**D&C Period Intergovernmental Agreement**” means the intergovernmental agreement entered into on November 13, 2024 between GDOT and SRTA in respect of the D&C Period.

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“**Default**” has the meaning given in Section 8.1 (Defaults Defined).

“**Developer**” has the meaning given in the Project Agreement.

“**Effective Date**” has the meaning given in Section 4.1 (Effective Date of this Agreement; Term).

“**Estate for Years**” has the meaning given in the Recitals.

“**FHWA Stewardship and Oversight Agreement**” has the meaning given in Section 3(b) (Additional GDOT responsibilities in respect of the Project) of Schedule 3.1 (GDOT Responsibilities).

“**force majeure**” has the meaning given in Section 8.1 (Defaults Defined).

“**GDOT Act**” has the meaning given in the Recitals.

“**GDOT PRA Subaccount**” has the meaning given in Section 4 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**GDOT Responsibilities**” has the meaning given in Section 3.1 (Appointment of GDOT as SRTA’s Project Manager).

“**GSFIC**” has the meaning given in Section 1(a) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Guaranteed Revenue Bonds**” has the meaning given in Section 1(b) (Base SRTA Funding Obligations) of Schedule 2.3(b) (SRTA Funding Obligations).

“**Joint Resolution**” has the meaning given in the Recitals.

“**MARTA**” has the meaning given in the Recitals.

“**Notify**” has the meaning given in Section 2(a)(i) of Schedule 7.1(a) (SRTA General Rights and Obligations).

“**Notify (TSA)**” has the meaning given in Section 2(a)(i) of Schedule 7.1(c) (SRTA General Rights and Obligations).

“**Party**” or “**Parties**” has the meaning given in the Recitals.

“**PPP Act**” has the meaning given in the Recitals.

“**Project**” has the meaning given in the Recitals.

“**Project Agreement**” has the meaning given in the Recitals.

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“**Public Receipts Account**” has the meaning given in Section 1 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**SR 400**” has the meaning given in the Recitals.

“**SRTA General Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**SRTA PRA Subaccount**” has the meaning given in Section 4 of Schedule 2.1(b) (Payments from Public Receipts Account).

“**SRTA’s Project Manager**” has the meaning given in Section 3.1 (Appointment of GDOT as SRTA’s Project Manager).

“**SRTA Related Party**” means any consultant or contractor of SRTA performing work on behalf of SRTA with respect to the Project (excluding Developer, Developer Related Party and GDOT).

“**SRTA Rights and Obligations**” means the SRTA General Rights and Obligations, the SRTA Submittal Rights and Obligations and the SRTA Tolling Services Rights and Obligations.

“**SRTA SR 400 Project Bonds**” has the meaning given in Section 2.3(c) (Representations, Covenants and Agreements of SRTA).

“**SRTA Submittal Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**SRTA Tolling Services Rights and Obligations**” has the meaning given in Section 7.1 (SRTA Rights and Obligations).

“**State**” has the meaning given in the Recitals.

“**Term**” has the meaning given in Section 4.1 (Effective Date of this Agreement; Term).

“**Tolling QIs**” means the Quality Instances set out in 2.43, 2.44 and 2.45 of Exhibit 17 (Quality Instances) of the Project Agreement.

“**Tolling Work**” means:

- (a) any Work on the design, development, installation, testing, operations and maintenance of the ETCS and tolling signage (including the TRDMS) required to: (i) collect roadside transactions; (ii) perform Transaction bundling; (iii) calculate and assign applicable tolls; or (iv) interface with the Commercial Back Office, as required to meet the requirements of Sections 21 and 19 (including Attachment 19-8) to the Technical Provisions of the Project Agreement; and

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- (b) any other Work which GDOT, acting as SRTA's Project Manager, reasonably determines should constitute Tolling Work for the purposes of the relevant GDOT obligation which applies to such Tolling Work, having regard to the interface with or impact on (i) the customer experience of Users of the Express Lanes, and (ii) the coordination of tolling operations across the express lanes network within the State.

SCHEDULE 2.1(b) –PAYMENTS FROM PUBLIC RECEIPTS ACCOUNT

1. GDOT and SRTA have established a segregated financial account for all proceeds received by SRTA from the Developer in respect of the Project (other than (i) the Transaction Fees, (ii) the Interoperability Fees, (iii) repayment of any remaining amount from the Cash Collateral Trust Account, where there is no Early Termination, in accordance with Section 3.9 of the Tolling Services Agreement; (iv) payments under Section 5.3(d) of the Tolling Services Agreement, (v) recovery of losses and damages for TSA Developer Default, (vi) any interest accruing for late payment, and (vii) any amounts owed by the Developer to SRTA under a violations processing services agreement, if any, in each case payable by the Developer in accordance with the Tolling Services Agreement or any such violations processing services agreement) (the “**Public Receipts Account**”). The Public Receipts Account shall be a joint account held by and in the names of GDOT and SRTA for payments from the Developer to SRTA as listed in column (1) of Table 1 (Payments Received into Public Receipts Account) below.
2. In accordance with Section 33.3(b) of the Project Agreement, the Developer shall deposit the payments due to SRTA pursuant to the Project Agreement, and detailed in columns (1) and (2) of Table 1 (Payments Received into Public Receipts Account) below, into the Public Receipts Account.
3. GDOT and SRTA shall ensure that any proceeds of Insurance Policies or Performance Security maintained in respect of the Project pursuant to the Project Agreement, and detailed in columns (1) and (2) of Table 1 (Payments Received into Public Receipts Account) below, which are not payable directly to the Developer, a Lender, or a Contractor shall be deposited into the Public Receipts Account.
4. All funds on deposit to the Public Receipts Account shall be transferred into one of two subaccounts within two (2) Business Days of deposit, subject to Section 5 and Section 6 below, or such other timeline as mutually agreed in writing by GDOT and SRTA. The intended recipient of each payment is indicated in column (3) of Table 1 (Payments Received into Public Receipts Account) below. All payments for the benefit of, or to be utilized by, GDOT shall be transferred into the “**GDOT PRA Subaccount**” and all payments for the benefit of, or to be utilized by, SRTA shall be transferred into the “**SRTA PRA Subaccount**”. Only GDOT may withdraw funds deposited in the GDOT PRA Subaccount and only SRTA may withdraw funds deposited in the SRTA PRA Subaccount. If any funds are deposited into the Public Receipts Account which are not identified in Table 1 (Payments Received into Public Receipts Account), then GDOT and SRTA will agree by Consult - Joint Determination how such funds are to be allocated to the GDOT PRA Subaccount and/or the SRTA PRA Subaccount.
5. Unless otherwise mutually agreed in writing between GDOT and SRTA, payments deposited to the Public Receipts Account, regardless as to whether the deposited payment reflects the full payment amount, in respect of the following costs or losses identified in Table 1

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(Payments Received into Public Receipts Account) below shall be split on a pro-rata basis with respect to GDOT and SRTA’s properly evidenced costs or losses:

- (a) 12. Costs related to correction of Nonconforming Work;
 - (b) 14. Costs related to increased monitoring;
 - (c) 17. Costs incurred during step-in on Developer breach;
 - (d) 23. Indemnity payments;
 - (e) 25. Authority Refinancing Costs;
 - (f) 26. Costs related to Open Records litigation and disclosure;
 - (g) 27. Insurance proceeds; or
 - (h) 28. Performance Security payments,
6. GDOT and SRTA shall prepare and provide evidence of costs or losses and agree the pro-rata allocation within ten (10) Business Days (or such longer period as mutually agreed in writing to by the Parties) of deposit to the Public Receipts Account, and the allocated amounts shall be transferred to the corresponding subaccount within two (2) Business Days of such agreement.

Table 1: Payments Received into Public Receipts Account

#	Payment (1)	Document Reference (2)	Subaccount (3)
Project Agreement payments			
1.	Concession Fee [<i>D&C Period IGA only</i>]	PA Section 31.1	GDOT PRA Subaccount
2.	Revenue Share [<i>Operating Period IGA only</i>]	PA Section 31.2 and PA Exhibit 16	GDOT PRA Subaccount
3.	Noncompliance Payments	PA Section 31.3 and PA Exhibit 14, Sections 2.1 to 2.2	GDOT PRA Subaccount; unless related to Tolling QIs, then of Noncompliance Payment to SRTA PRA Subaccount [<i>Exception for Operating Period IGA only</i>]
4.	Lane Rental Charges	PA Section 31.4 and PA Exhibit 14, Sections 2.3 to 2.7	GDOT PRA Subaccount

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#	Payment (1)	Document Reference (2)	Subaccount (3)
5.	Material Indexation Remainder Payment [<i>Operating Period IGA only</i>]	PA Section 31.5 and PA Exhibit 15	GDOT PRA Subaccount
6.	Costs incurred for assisting in acquiring Developer acquired ROW (Developer Proposed, Developer Acquired ROW) [<i>D&C Period IGA only</i>]	PA Section 31.6(a)(i) and PA Section 6.5(s)	GDOT PRA Subaccount
7.	Independent Quality Assurance savings [<i>Operating Period IGA only</i>]	PA Section 31.6(a)(ii) and PA Section 10.3(b)	GDOT PRA Subaccount
8.	Open Configuration Work Liquidated Damages [<i>D&C Period IGA only</i>]	PA Section 31.6(a)(iii) and PA Section 14.4(b)	GDOT PRA Subaccount
9.	Reimbursement for Hazardous Materials Management performed by Authority	PA Section 31.6(a)(iv) and PA Section 15.4(c)	GDOT PRA Subaccount
10.	Final Acceptance Liquidated Damages [<i>Operating Period IGA only</i>]	PA Section 31.6(a)(v) and PA Section 18.2(h)	GDOT PRA Subaccount for 90% of the Final Acceptance Liquidated Damages; SRTA PRA Subaccount for 10% of the Final Acceptance Damages
11.	Costs related to Returned Asset Warranties	PA Section 31.6(a)(vi) and PA Section 19.5(g)	GDOT PRA Subaccount
12.	Payment related to Nonconforming Work	PA Section 31.6(a)(vii) and PA Section 20.3(d)	GDOT PRA Subaccount; unless in respect of nonconforming Tolling Work or as may be agreed between the Parties, then SRTA PRA Subaccount
13.	Monthly Payment Report correction	PA Section 31.6(a)(viii) and PA Section 33.2	GDOT PRA Subaccount; unless the correction relates to a payment to SRTA PRA Subaccount in this table, then SRTA PRA Subaccount

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#	Payment (1)	Document Reference (2)	Subaccount (3)
14.	Costs related to increased monitoring	PA Section 31.6(a)(ix) and PA Section 34.7(d)	GDOT PRA Subaccount; unless costs incurred by SRТА in respect of increased monitoring of Tolling Work or increased monitoring as may be requested by GDOT, then SRТА PRA Subaccount
15.	Costs related to insurance procured following Developer Default	PA Section 31.6(a)(x) and PA Section 52.7(j)(i)	GDOT PRA Subaccount
16.	Reimbursement for reduction in annual premium for an Uninsurable Risk	PA Section 31.6(a)(xi) and PA Section 53.2(e)(iii)	GDOT PRA Subaccount
17.	Costs incurred during step-in on Developer breach	PA Section 31.6(a)(xii) and PA Section 65.5(iii)	GDOT PRA Subaccount; unless costs incurred by SRТА in respect of any Required Action taken by SRТА related to Tolling Work or as may be requested by GDOT, then SRТА PRA Subaccount
18.	Supplemental Agreement – Authority Change Gain Share	PA Section 31.6(a)(xiii) and PA Section 50.9	GDOT PRA Subaccount; unless the Authority Change is subject to “Consult – Joint Determination”, then SRТА PRA Subaccount and GDOT PRA Subaccount for such amounts determined mutually by the Parties.
19.	Supplemental Agreement – Developer Change Gain Share	PA Section 31.6(a)(xiii) and PA Section 51.6	GDOT PRA Subaccount; unless the Developer Change is subject to “Consult – Joint Determination”, then SRТА PRA Subaccount and GDOT PRA Subaccount for such amounts determined mutually by the Parties.
20.	Georgia Department of Public Safety invoice [<i>Operating Period IGA only</i>]	PA Section 22.2	SRТА PRA Subaccount. SRТА shall be responsible for paying the Georgia Department of

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#	Payment (1)	Document Reference (2)	Subaccount (3)
			Public Safety the amounts received.
21.	Georgia Office of State and Administration Hearings SAAG invoice <i>[Operating Period IGA only]</i>	PA Section 24.3(b)(ii)(D)	SRTA PRA Subaccount.
23.	Indemnity payments	PA Section 55.1	GDOT PRA Subaccount; unless related to an indemnity in favor of SRTA, then SRTA PRA Subaccount.
24.	Refinancing Gain Share	PA Section 58.4	GDOT PRA Subaccount
25.	Authority Refinancing Costs	PA Section 58.8	GDOT PRA Subaccount; unless costs incurred by SRTA in respect of assistance with Refinancing as may be requested by GDOT, then SRTA PRA Subaccount
26	Repayment of an Early Works Payments in respect of recovery from cancelled insurance	PA Section 64.1(e)	GDOT PRA Subaccount
27	Costs related to Open Records litigation and disclosure	PA Section 68.3(f)	GDOT PRA Subaccount; unless costs incurred by SRTA in respect of litigation or a proceeding relating to a request for disclosure relating to Tolling Work, then SRTA PRA Subaccount
Other Project payments into PRA			
28	Insurance proceeds (including in respect of damage to property of or claims against SRTA or GDOT)	PA Section 52 and PA Exhibit 20	GDOT PRA Subaccount; unless relevant loss incurred by SRTA, then SRTA PRA Subaccount
29	Performance Security payments	PA Section 54 and PA Exhibit 33	GDOT PRA Subaccount; unless relevant loss incurred by SRTA, then SRTA PRA Subaccount
30	Closing Security payments	PA Section 64	GDOT PRA Subaccount

SCHEDULE 2.3(b) – SRТА FUNDING OBLIGATIONS

1. Base SRТА Funding Obligations

(a) Tax-exempt GO Bonds; Taxable GO Bonds

- (i) Proceeds of State general obligation bonds previously issued by and through the Georgia State Financing and Investment Commission (“GSFIC”) if applicable, for the benefit of and allocable solely to the Bus Rapid Transit system related design, construction, engineering and right-of-way acquisition costs and expenses in respect of the Project (the “**BRT Funds**”) are committed to paying Future Transit Payments up to the Future Transit Payments Cap in accordance with the Project Agreement.
- (ii) SRТА shall make the BRT Funds available in the Public Contribution Account in the amounts required and at the frequency needed to satisfy SRТА’s obligation to pay Future Transit Payments under the Project Agreement.

(b) Guaranteed Revenue Bonds

- (i) \$60,000,000 of proceeds of the guaranteed revenue bonds issued by SRТА in July 2021, (the “**Guaranteed Revenue Bonds**”) are committed to satisfying SRТА’s payment obligations in accordance with the Project Agreement.
- (ii) SRТА shall make the Guaranteed Revenue Bonds proceeds available in the Public Contribution Account in the amounts required and at the frequency needed to satisfy SRТА’s payment obligations in accordance with the Project Agreement.

2. Additional SRТА Funding Obligations

- (a) SRТА shall be responsible for additional funding obligations in respect of certain Authority Payment Obligations as described in Table 1 (Additional SRТА Funding Obligations) below (each an “**Additional SRТА Funding Obligation**”). Where Consult - Joint Determination is applicable, the Parties will comply with the procedures set out in Section 2(a)(iv) of **Schedule 7.1(a) (SRТА General Rights and Obligations)**.
- (b) SRТА shall use its best efforts to meet the Additional SRТА Funding Obligations. These efforts shall include seeking sources of funds for the Project which are additional to the sources of funds identified in Section 1 (Base SRТА Funding Obligations) above, to the fullest extent permitted by applicable law.

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Such funds may include funds of SRTA that have been allocated to or dedicated by SRTA expressly for the purpose of making payments to the Developer under the Project Agreement and the Tolling Services Agreement.

Where Consult - Joint Determination is applicable, SRTA's obligation to use its best efforts shall apply following the outcome of the Consult – Joint Determination.

Table 1: Additional SRTA Funding Obligations

#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
1.	Project Agreement - SRTA-Initiated Authority Change	<p>An Additional SRTA Funding Obligation may arise if SRTA wishes to initiate an Authority Change under the Project Agreement (including in respect of any change in the Project Standards applicable to the Tolling Work).</p> <p>The decision as to whether or not to proceed with the Authority Change and agreement in respect of the Additional SRTA Funding Obligation will be made by Consult - Joint Determination.</p>
2.	Project Agreement - GDOT-Initiated Authority Change impacting Tolling Work	<p>An Additional SRTA Funding Obligation may arise if GDOT wishes to initiate an Authority Change under the Project Agreement which includes enhancements to the Tolling Work.</p> <p>If it is agreed by Consult - Joint Determination that SRTA should assist with the relevant portion of the Authority Payment Obligation in respect of the Authority Change, then SRTA shall identify and agree additional funding to fund such portion as part of the Consult - Joint Determination.</p>
3.	Project Agreement – Developer Change impacting Tolling Work	<p>An Additional SRTA Funding Obligation may arise if the Developer has proposed a Developer Change under the Project Agreement which includes enhancements to the Tolling Work.</p> <p>If it is agreed by Consult - Joint Determination that SRTA should assist with the relevant portion of any Authority Payment Obligation in respect of the Developer Change, then SRTA shall identify and agree additional funding to</p>

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#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
		fund such portion as part of the Consult - Joint Determination.
4.	Project Agreement - SRTA-Initiated Compensation Event	<p>An Additional SRTA Funding Obligation may arise if SRTA intends to take any action which may lead to a claim by the Developer for a Compensation Event under the Project Agreement.</p> <p>The decision as to whether or not to proceed with the action and agreement in respect of the Additional SRTA Funding Obligation will be made by Consult - Joint Determination.</p> <p>Without limiting the above, the Parties acknowledge that this Additional SRTA Funding Obligation may arise in respect of actions relating to the following Compensation Events:</p> <ul style="list-style-type: none"> • Authority-Caused Event (p) – suspension of Tolling; • Authority-Caused Event (r) – issuance of Directive Letter in respect of any SRTA-initiated Authority Change under 1. above; and • Authority-Caused Event (s) – Required Action taken by SRTA.
5.	Project Agreement - SRTA-Caused Compensation Event	<p>An Additional SRTA Funding Obligation shall arise if SRTA, or any SRTA Related Party, causes or contributes to a claim by the Developer for a Compensation Event under the Project Agreement which gives rise to an Authority Payment Obligation; provided that:</p> <ul style="list-style-type: none"> (a) the action leading to the claim has not been subject to Consult - Joint Determination in accordance with 4. above; and (b) such determination is not a result of GDOT's failure to perform its obligations in accordance with this Intergovernmental Agreement. <p>SRTA shall seek additional funding to fund any Authority Payment Obligation in respect of the Compensation Event to the extent that SRTA or any SRTA Related Party has caused or contributed to the relevant claim.</p>

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#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
		<p>Without limiting the above, the Parties acknowledge that this Additional SRTA Funding Obligation may arise in respect of actions relating to the following Compensation Events:</p> <ul style="list-style-type: none"> • Authority-Caused Event (a) – material breach; • Authority-Caused Event (b) – violation of Applicable Law; • Authority-Caused Event (h) – failure to respond to Non-Discretionary Submittal where caused by SRTA's failure to provide instruction within the applicable time period for any Submittal for which SRTA has "SRTA Direct Comment" or "SRTA Acceptance" rights under Schedule 7.1(b) (SRTA Submittal Rights and Obligations); • Authority-Caused Event (l) – Authority Release of Hazardous Material for which SRTA is responsible in accordance with IGA Section 7.4 7.4; • Authority-Caused Event (u) – SRTA non-compliance or default under the TSA; and • Compensation Event (k) – delay in Governmental Approval caused by SRTA.
6.	Project Agreement - Monthly Payment Report Correction	<p>An Additional SRTA Funding Obligation shall arise if it is determined in accordance with PA Section 33.2 that there has been an underpayment in respect of any Authority Payment Obligation for which SRTA is required to seek additional funding in accordance with 1. to 5. above.</p> <p>SRTA shall seek additional funding for the amount of any such underpayment.</p>
7.	Project Agreement - DRB Costs	<p>An Additional SRTA Funding Obligation shall arise if a Dispute is referred to the D&C Dispute Review Board which was:</p> <p style="padding-left: 40px;">(a) initiated solely at the request of SRTA; or</p>

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#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
		<p>(b) initiated by Developer related only to the Tolling Work due to an act or omission of SRTA (excluding a TSA Dispute or Combined Dispute), and for which reimbursement for DRB Costs becomes due to the Developer under the Project Agreement, SRTA shall seek additional SRTA funding (unless already identified) to fully fund such payment obligation.</p>
8.	<p>Tolling Services Agreement – Performance Security additional funding [Operating Period IGA Only]</p>	<p>If SRTA wishes to deposit an addition to the Performance Security under TSA Section 3.9(c), then SRTA shall seek additional funding to fully fund this. The decision to add additional funding by SRTA and the amount will be subject to Consult - Joint Determination (TSA).</p>

SCHEDULE 3.1 – GDOT RESPONSIBILITIES

1. GDOT responsibilities as SRTA's Project Manager

In its capacity as SRTA's Project Manager and except with respect to the Authority Reserved Responsibilities, the Parties acknowledge and agree that GDOT shall:

- (a) Provide Project oversight and administration on behalf of SRTA, including:
 - (i) conducting reviews of Submittals,
 - (ii) carrying out oversight, monitoring, inspection and testing including with respect to the achievement of Services Commencement and Final Acceptance (during the transition from the D&C Period to the Operating Period), and satisfaction of the Handback Requirements,
 - (iii) reviewing, administering and making determinations in respect of any claims by the Developer, including with respect to Relief Events and Compensation Events,
 - (iv) reviewing, administering and making determination in respect of Quality Instances and Lane Closures including review of applicable Monthly Payment Reports,
 - (v) administering all Authority Changes and Developer Changes, including making determinations on behalf of SRTA with respect thereto,
 - (vi) administering any indemnity claims against the Developer and insurance claims (including in respect of Third Party Claims), including making determinations on behalf of SRTA with respect thereto,
 - (vii) administering SRTA's termination rights with respect to any Developer Default (but not issuing an Authority Termination Notice under the Project Agreement), including making determinations on behalf of SRTA with respect thereto;
 - (viii) calculating the amount of any Termination Sum; and
- (b) Administer communications with the Developer, including:
 - (i) receiving all notices, reports, analysis, surveys, invoices, studies, plans and all Submittals to be delivered by the Developer with respect to the Project (but without limiting the Developer's obligation to provide copies of notices directly to SRTA in accordance with Section 72.10 (Notices and Communications) of the Project Agreement); and

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- (ii) giving, making or directing all required decisions, approvals, acceptances and instructions to the Developer on behalf of SRTA; and
- (c) Respond to:
 - (i) all notices and requests to be delivered to SRTA with respect to the Performance Bond or the Payment Bond and the contract status of the Project Agreement; and
 - (ii) any other requests that would normally be handled by a project manager.
- (d) Perform SRTA's responsibilities under the Project Agreement and the Lenders Direct Agreement (to the fullest extent legally permissible and at all times subject to the Authority Reserved Responsibilities), including with respect to acquisition of right of way Parcels, Governmental Approvals (except any Governmental Approvals with respect to the Authority Reserved Responsibilities) and Hazardous Materials Management.

2. GDOT responsibilities to notify, consult and obtain consent in respect of Project Agreement responsibilities

In accordance with Schedule 7.1(a) (SRTA General Rights and Obligations) herein, in exercising or performing the relevant Project Agreement duty, role or responsibility as SRTA's Project Manager, GDOT has additional obligations in respect of certain specified Project Agreement duties, roles or responsibilities.

3. Additional GDOT responsibilities in respect of the Project

GDOT hereby covenants and agrees (in its capacity as SRTA's Project Manager or in its own capacity, as applicable) to:

- (a) make available to SRTA, at the same time that these Submittals are made available to GDOT reviewers, any Submittals made by the Developer in connection with the construction, operations (inclusive of tolling) and maintenance of the Project which are shown as being subject to SRTA review in accordance with Schedule 7.1(b) (SRTA Submittal Rights and Obligations);
- (b) comply with, or cause the Developer to comply with, the Federal Highway Administration (Georgia Division Office) Stewardship and Oversight Agreement on Project Assumption and Program Oversight by and between the Federal Highway Administration, Georgia Division and GDOT, effective as of May 29, 2015 (the "**FHWA Stewardship and Oversight Agreement**"), as renewed or amended from time to time;
- (c) comply with and enforce the terms and conditions applicable to all agreements from Governmental Entities providing financing or other support in furtherance of the

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- Project, which agreements shall include but are not limited to (i) the BRT Memorandum of Understanding (as it relates to the application and use of BRT Funds), (ii) the INFRA Grant Funding Documents (as it relates to the application and use of INFRA Grant Funds) and (iii) the agreements with respect to the Local Funds;
- (d) (i) perform and have financial responsibility for Authority Retained Maintenance Work with respect to the Project, (ii) retain responsibility for any maintenance obligations for any Work in respect of Non-Developer Maintained Elements, and (iii) retain responsibility for any other aspects of the Project which are not SRTA Rights and Obligations; and

GDOT further covenants and agrees that it will (in its capacity as SRTA's Project Manager or in its own capacity, as applicable):

- (e) execute, to the extent GDOT is a party to such documents, the Effective Date Documents, the GDOT Agreements, the Memorandum of Understanding, and Financial Closing Documents (per PA Section 5.2(l) and (m) and PA Section 5.3(k)(i)); [*D&C Period IGA Only*]
- (f) certify the representations and warranties of GDOT (per PA Section 5.2(n) and 5.3(l)); [*D&C Period IGA Only*]
- (g) deliver the legal opinion and bringdown in respect of GDOT (per PA Sections 5.2(o) and 5.3(m)); [*D&C Period IGA Only*]
- (h) provide disclosure information about GDOT and customary certifications and continuing disclosure agreements to the extent required (per PA Section 5.3(j)); [*D&C Period IGA Only*]
- (i) issue on behalf of the Authority a confirmation that the GDOT Agreements and Memorandum of Understanding have not been amended without Developer and Lender Consent (other than an MOU renewal), and deliver updated copies of the GDOT Agreements and the Memorandum of Understanding to the Developer (per PA Section 5.3(k)(ii)); [*D&C Period IGA Only*]
- (j) issue on behalf of the Authority the confirmation of funding sources committed to the Project (per PA Section 5.3(k)(iii)); [*D&C Period IGA Only*]
- (k) undertake an administrative review with Parcel Owners of any relevant right of way Parcels, as and to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]
- (l) execute an Option Agreement with a Parcel Owner to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]

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- (m) comply with, cause the Authority Related Parties (other than SRTA and the SRTA Related Parties) to comply with, and use reasonable efforts to cause the Interface Third Parties and Utility Owners to comply with the applicable requirements of Section 6.8 (Access and Inspection Rights for the Authority, GDOT and Other Persons) of the Project Agreement;
- (n) exercise its condemnation powers as and to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]
- (o) obtain all Provided Environmental Approvals, and conduct any re-evaluation, assessment or supplement to any Provided Environmental Approvals to the extent required by Article 7 (Governmental Approvals) of the Project Agreement; [*D&C Period IGA Only*]
- (p) perform all obligations in connection with obtaining, revising, modifying, supplementing, renewing or extending Governmental Approvals, including Authority Retained Environmental Responsibilities, pursuant to Article 7 (Governmental Approvals) of the Project Agreement;
- (q) refrain from conducting formal prior reviews of Design Documents, except to the extent necessary or advisable to comply with FHWA, U.S. Army Corp of Engineers or other applicable federal agency requirements; [*D&C Period IGA Only*]
- (r) in accordance with IIJA §11508(b) and 49 U.S.C §116(e)(3)(a)(iii) and as contemplated in PA Section 9.3(e)(Oversight by Authority and GDOT for FHWA and Federal Compliance) shall: [*Operating Period IGA Only*]
 - (i) within three years of the date that the Project opens to traffic (Services Commencement Date), conduct a review of the compliance of the Developer with the terms of the Project Agreement and shall certify to the Secretary of the U.S. Department of Transportation ("DOT") as to one of the following:
 - (1) that the Developer is in full compliance with the terms of the Project Agreement; or
 - (2) that the Developer has not met one or more of the terms of the Project Agreement, including a brief description of each such violation of the Project Agreement; and
 - (ii) make publicly available the certification, as referred to above, in a form that does not disclose any proprietary or confidential business information;

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- (s) perform all obligations in connection with coordinating with Utility Owners, obtaining the cooperation of Utility Owners, granting New Interests to Utility Owners and issuing utility permits pursuant to Article 13 (Utilities) of the Project Agreement;
- (t) perform all obligations in connection with coordinating with MARTA, City Parties, Encroachment Permit Holders, Top End Developer (if applicable) and Broadband OMC Contractor (if applicable) pursuant to Article 14 (Third Parties) of the Project Agreement and grant to SRTA rights equivalent to those contained in certain sections of the MARTA Agreement and City Party Agreements (each as defined in the Project Agreement) to enable SRTA to grant corresponding rights to the Developer as specified in Article 14 (Third Parties) of the Project Agreement;
- (u) provide copies of Encroachment Permits and perform all obligations in connection with obtaining the cooperation of Encroachment Permit Holders pursuant to Article 14 (Third Parties) of the Project Agreement;
- (v) perform all obligations in connection with TMC/ITS handover and coordination pursuant to Section 21.9 (TMC/ITS Handover and Coordination) of the Project Agreement; [*D&C Period IGA Only*]
- (w) prepare an updated Traffic Noise Model, and prepare and submit to FHWA a Noise Addendum (per PA Sections 50.13(d) and 51.9(c)); and
- (x) provide information about GDOT related to the Project as may be required pursuant to Section 57.4 (Financial Reporting) of the Project Agreement.

SCHEDULE 7.1(a) – SRTA GENERAL RIGHTS AND OBLIGATIONS

Part A: Authority Reserved Responsibilities and Intergovernmental Obligations

1. Authority Reserved Responsibilities under the Project Agreement

- (a) The Parties acknowledge and agree that:
- (i) the Authority Reserved Responsibilities are as set out in column (2) of Table 2-1 (Project Agreement Responsibilities Matrix) and repeated in Exhibit 2 (Authority Reserved Responsibilities) of the Project Agreement;
 - (ii) in accordance with the terms of the Project Agreement, with respect to any Authority Reserved Responsibility, the Developer may only rely on an act, notice or statement provided directly by SRTA to the Developer and may not rely on an act, notice or statement of GDOT; and
 - (iii) GDOT as SRTA's Project Manager, shall undertake each and every duty, role and responsibility of SRTA as set out in the Project Agreement which is not stated to be an Authority Reserved Responsibility in column (2) of Table 2-1 (Project Agreement Responsibilities Matrix).

2. Obligations to Notify, Consult, Receive Direction or reach a Joint Determination

- (a) In exercising or performing certain specified Project Agreement duties, roles or responsibilities as SRTA's Project Manager, the Parties acknowledge and agree that GDOT shall owe additional obligations to SRTA as set out in column (3) of Table 2-1 (Project Agreement Responsibilities Matrix) (subject to Section 2(b) below). Each such obligation is an obligation to either "Notify", "Consult", "Consult – Receive Direction", or "Consult - Joint Determination" as follows:
- (i) **"Notify"** meaning:
 - (1) GDOT shall notify SRTA in writing of the relevant Project Agreement activity occurring (e.g. by providing a copy of a notice or document submitted by Developer).
 - (ii) **"Consult"** meaning:

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- (1) GDOT shall notify SRTA in writing, and consult and coordinate with SRTA regarding the relevant Project Agreement activity.
 - (2) Such consultation shall involve discussions between the SRTA Authority Representative and the GDOT Authority Representative (or their designees) such that SRTA is able to provide, and GDOT shall consider, SRTA's input in determining the course of action, response or decision to be taken with respect to the relevant Project Agreement activity.
 - (3) Following such consultation, GDOT will determine and, as SRTA's Project Manager, implement any required action relating to the relevant Project Agreement activity and notify SRTA in writing of such action implemented.
- (iii) **"Consult - Receive Direction"** meaning:
- (1) GDOT shall notify SRTA in writing, and GDOT and SRTA will consult and coordinate regarding the relevant Project Agreement activity as set forth in Section 2(a)(ii)(2) above.
 - (2) Following such consultation, GDOT as SRTA's Project Manager will implement SRTA's direction (subject to (3)) and notify SRTA in writing of such direction implemented.
 - (3) If, in GDOT's view, SRTA's direction could have a detrimental effect on other aspects of the Project or the State transportation network, the item will be elevated for determination by the Chief Engineer of GDOT and the Chief Engineer of SRTA (or their designees).
- (iv) **"Consult - Joint Determination"** meaning:
- (1) GDOT shall notify SRTA in writing, and GDOT shall consult and coordinate with SRTA regarding the relevant Project Agreement activity, to make a joint determination as to:
 - (A) the recommended action to be taken;

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- (B) whether or not an Additional SRTA Funding Obligation is required (per Schedule 2.3(b) (SRTA Funding Obligations)) in respect of the recommended action;
 - (C) to the extent that there is any Additional SRTA Funding Obligation required (as referred to in (B) above), the amount of the Additional SRTA Funding Obligation required (as referred to in (B) above) as a result of the recommended action;
 - (D) to the extent that there is any Additional SRTA Funding Obligation required (as referred to in (B) above), whether SRTA has demonstrated that funding sources are available to fund the obligation;
and
 - (E) whether to proceed with the recommended action.
- (2) Consult and coordinate discussions shall start with the SRTA Authority Representative and the GDOT Authority Representative (or their designees), and may be elevated as required for expedited determination by the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees).
- (3) If there is an Additional SRTA Funding Obligation (as determined pursuant to (1)(B) above) and SRTA has not demonstrated that sufficient funding sources are available (as determined pursuant to (1)(D) above), then GDOT will determine and, as SRTA's Project Manager, implement any required action relating to the relevant Project Agreement activity and notify SRTA in writing of such action implemented.
- (4) If:
- (A) there is an Additional SRTA Funding Obligation (as referred to in (1)(B) above) and the funding sources are determined to be available (as referred to in (1)(C) above); or
 - (B) it is determined that there is no Additional SRTA Funding Obligation (as referred to in (1)(B) above),
- then:
- (aa) GDOT, as SRTA's Project Manager, shall implement any action as jointly determined; and

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(bb) SRTA shall make payments in respect of the Additional SRTA Funding Obligation (if any) into the Public Contribution Account in such amounts and within such time to enable SRTA to comply with the payment obligations set forth in the Project Agreement.

(b) In the event that:

- (i) GDOT, as SRTA's Project Manager, reasonably believes that the Authority will fail to comply with an obligation under the Project Agreement in accordance with any applicable time period for such obligation, due to an inability of SRTA and GDOT to reach a "Joint Determination"; or
- (ii) an Emergency occurs,

then GDOT shall be authorized to determine the course of action to be taken and, as SRTA's Project Manager, implement and notify SRTA in writing of the same. Following any such action, if there remain any issues for resolution between SRTA and GDOT in relation to the action taken, resolution of such issues may be elevated to the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees) by either Party.

Table 2-1 (Project Agreement Responsibilities Matrix)

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
1. Definitions and Interpretation	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before determining the provisions that take priority in the event of an ambiguity (per PA Section 1.2(f)) in respect of any provision: <ul style="list-style-type: none"> ○ that is an Authority Reserved Responsibility; or

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		○ for which there is a "Consult - Receive Direction" or "Consult - Joint Determination" obligation, as set out in this table.
2. Project Administration	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> • To appoint GDOT as the Authority's agent and project manager (per PA Section 2.1). 	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Consult:</u> regarding any notice from the Developer of uncertainty as to an Authority Reserved Responsibility or authority of a representative (per PA Section 2.4(b)-(d)). • <u>Consult - Receive Direction:</u> to designate or change the SRTA Authority Representative (per PA Section 2.5(a)(ii) and (e)). • <u>Notify:</u> SRTA of any designation or change in the GDOT Authority Representative (per PA Section 2.5(a)(ii) and (e)) or additional exemption to their Authority (per PA Section 2.5(f)(x)).
3. Grant of Concession	-	-
4. Meetings and Partnering	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of attendance, agenda and scheduling where the subject of a meeting is an

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		Authority Reserved Responsibility or is directly related to Tolling Work (per PA Section 4).
5. Contract Term and Effectiveness <i>[D&C Period IGA Only]</i>	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> • Sign the written agreement to the Project Agreement to incorporate the Project Agreement Amendment (in respect of adjustments due to the Financial Model Closing Protocol) (per PA Section 5.4(f)). 	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before confirming satisfaction of (or waiving) the following conditions precedent to the Effective Date: <ul style="list-style-type: none"> ○ delivery of the Tolling Services Agreement (per PA Section 5.2(a)(iii)); and ○ delivery of any O&M Contractor Direct Agreement and/or any O&M Contract which relates to the Tolling Work (per PA Section 5.2(a)(v) and (vi)). • <u>Consult:</u> with SRTA before confirming satisfaction of (or waiving) the following conditions precedent to the Effective Date: <ul style="list-style-type: none"> ○ delivery of the Initial Performance Bond and Initial Payment Bond (per PA Section 5.2(a)(ii)) ○ delivery of the Developer legal opinions (per PA Section 5.2(h)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: before confirming satisfaction of (or waiving) the following condition precedent to Financial Close: <ul style="list-style-type: none"> ○ delivery of the Lenders Direct Agreement in the required form (per PA Section 5.3(a)(ii)). • <u>Consult</u>: with SRTA before confirming satisfaction of (or waiving) the following conditions precedent to the Financial Closing Date: <ul style="list-style-type: none"> ○ delivery of the Performance Security (per PA Section 5.3(a)(i)) ○ delivery of the Developer legal opinions (per PA Section 5.3(e)). ○ delivery of any certificates of insurances or copies of binders of Insurance Policies that require SRTA to be named as an additional or named insured under the Project Agreement (per PA Section 5.3(h)). • <u>Consult</u>: with SRTA before extending the Financial Closing Deadline (per PA Section 5.4(h)). • <u>Notify</u>: GDOT to provide SRTA with a copy of the executed certificate specifying the Financial Closing Date (per PA Section 5.4(f)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
<p>6. Right of Way</p> <p><i>[D&C Period IGA Only]</i></p>	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • The obligation to grant the access rights to the relevant property as referred to in PA Article 6 (following grant of equivalent rights from GDOT to SRTA under the Estate for Years). 	<p style="text-align: center;">-</p>
<p>7. Governmental Approvals</p>	<p style="text-align: center;">-</p>	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult– Joint Determination:</u> with SRTA prior to accepting or rejecting any Alternative Design Concept under PA Section 7.6(a)(ii) that is in respect of the Tolling Work.
<p>8. Submittal Review</p>	<p style="text-align: center;">-</p>	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to deliver to SRTA all Submittals as set out in <u>IGA Schedule 7.1(b) (Submittal Requirements)</u> promptly following receipt. • <u>Consult:</u> to receive SRTA's review and comments for consideration, and to consult on whether such comments will be passed on to the Developer, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and Obligations) as being for "SRTA Comment" ("SRTA Comment Submittals").

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult - Receive Direction</u>: to receive SRTA review and acceptance, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and Obligations) as being for "SRTA Direct Comment" ("SRTA Direct Comment Submittals"). • <u>Consult - Receive Direction</u>: to receive SRTA review and acceptance, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and Obligations) as being for "SRTA Acceptance" ("SRTA Acceptance Submittals"). • <u>Consult – Joint Determination</u>: with SRTA in respect of any updates to the Submittal Requirements Database submitted by the Developer in respect of SRTA Acceptance Submittals, SRTA Comment Submittals, Joint Determination Submittals or newly proposed Submittals related to Tolling Work.
9. Authority Oversight	-	<p><u>GDOT Obligation</u>:</p> <ul style="list-style-type: none"> • <u>Consult</u>: with SRTA in respect of decisions related to the Authority's exercise of its right to conduct monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions, with respect to oversight of the Tolling Work (per PA Article 9.1), except as provided otherwise in this Table 2-1 (Project Agreement Responsibilities Matrix).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
10. Independent Quality Assurance	-	-
11. Limitations on Developer's Right to Rely	-	-
12. Community Outreach and Public Information	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA on oversight on the Developer's implementation of the O&M Management Plan (Version 2), in respect of public information and communications regarding tolling customer service and/or tolling experience. • <u>Consult – Joint Determination:</u> on decisions and issues involving the Developer’s implementation of the O&M Management Plan (Version 2) , in respect of public information and communications regarding regional tolling communication and messaging.
13. Utilities	-	-
14. Third Parties	-	<u>GDOT Obligations:</u>

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult:</u> in respect of negotiation of any supplemental agreement in relation to Future Transit Work (per PA Section 14.1(d)). • <u>Consult:</u> before issuing the notice to the Developer to commence the Top End Configuration Work and when providing updates to the Developer in respect of the planned services commencement date for the Top End Express Lanes Project (per PA Section 14.4(a) and (c)). • <u>Consult:</u> regarding any request for cooperation/coordination from the Developer in respect of a dispute between SRTA/GDOT and any Interface Third Party (per PA Section 14.8) in respect of the Tolling Work.
15. Hazardous Materials	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> to the extent the Authority Release of Hazardous Materials by SRTA or a SRTA Related Party constitutes a Compensation Event, in accordance with Row 48 (Compensation Events) below.
16. Subsurface Conditions	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
<i>[D&C Period IGA Only]</i>		
17. Design and Construction <i>[D&C Period IGA Only]</i>	-	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA prior to issuing NTP1, NTP2 or NTP3 (per PA Section 17.5-17.7). • <u>Notify:</u> SRTA prior to exercising the right to suspend D&C Work <i>other than</i> Tolling Work (per PA Section 17.8). • <u>Consult - Joint Determination:</u> in respect of exercising the right to suspend D&C Work (per PA Section 17.8) that is Tolling Work. • <u>Consult - Receive Direction:</u> as to whether SRTA intends to witness any inspection and test activity specifically in respect of Tolling Work (per PA Section 17.9(a)) (provided that whether SRTA elects to attend or not, this shall not prohibit GDOT from attending). • <u>Consult - Joint Determination:</u> in respect of concluding that the outcome of any inspection or test is that Tolling Work is found to be Nonconforming Work or to have failed to meet the requirements of the PA (per PA Section 17.9(e) and (f)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: in respect of the right to request Work to be uncovered or tests to be performed (per PA Section 17.9(b) and (d)) in respect of Tolling Work.
18. Services Commencement and Final Acceptance	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA of the written certificate that the Developer has achieved Services Commencement (per PA Section 18.1(a)) and Final Acceptance (per PA Section 18.2(a)). • <u>Notify</u>: GDOT to provide a copy to SRTA of the D&C Closeout Plan and updates to the SC List and the FA List, promptly upon receipt (per PA Section 18.1(b)). • <u>Notify</u>: GDOT to provide a copy to SRTA of the Notice of Anticipated SCD (per PA Section 18.1(c)) and of the notice in advance of the anticipated Final Acceptance Date (per PA Section 18.2(c)), promptly upon receipt. • <u>Consult – Joint Determination</u>: on accepting or rejecting any request from the Developer to achieve Services Commencement Date earlier than the Anticipated SCD (per PA Section 18.1(c)). • <u>Consult</u>: with SRTA in respect of attendance at conditions precedent meetings (per PA Section

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>18.1(e)(i)) and at inspections and tests to confirm satisfaction of the conditions to Services Commencement other than those referred to below (per PA Section 18.1(e)(ii)) and inspections and tests to confirm satisfaction of the conditions to Final Acceptance other than those referred to below (per PA Section 18.2(d)(ii)).</p> <ul style="list-style-type: none"> • <u>Consult - Receive Direction:</u> as to whether SRTA attends inspections and tests to confirm satisfaction of the condition precedent to Services Commencement (per PA Section 18.1) that all ETCS equipment being installed and functional (per PA Exhibit 11, Part A, (c)) (provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending). • <u>Consult - Joint Determination:</u> before: (i) conducting and confirming satisfaction of the testing requirements specified in Section 21 of the Technical Provisions and (ii) confirming satisfaction of or waiving the condition precedent that all ETCS equipment is installed and functional (per PA Exhibit 11, Part A, (c)). • <u>Consult - Receive Direction:</u> as to whether SRTA attends inspections and tests to confirm satisfaction of the condition precedent to Final Acceptance (per PA Section 18.2) that performance testing of the ETCS is satisfactorily complete (per PA Exhibit 11, Part B(c))

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>(provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending).</p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before confirming satisfaction of or waiving the condition precedent to Final Acceptance that performance verification testing of the ETCS is satisfactorily complete (per PA Exhibit 11, Part B(c)). • <u>Consult - Joint Determination:</u> for any Tolling Work to be included in the FA List (per PA Section 18.1(b), and 18.1(e)(iii)).
19. Returned Assets	-	-
20. Correction of Non-conforming Work	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide SRTA with any notice from the Developer in respect of any Tolling Work that is found to be Nonconforming Work (per PA Section 20.2). • <u>Consult – Joint Determination:</u> in respect of the identification of Tolling Work that is Nonconforming. • <u>Consult – Joint Determination:</u> in respect of any action with respect to Tolling Work that is found to be

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Nonconforming Work in order to notify the Developer (per PA Section 20.2(b)).</p> <ul style="list-style-type: none"> • <u>Consult - Receive Direction</u>: in respect of accepting any NCR disposition and agreeing any related amount to be paid by the Developer, in relation to Nonconforming Work that is Tolling Work (per PA Section 20.3).
21. Operations and Maintenance	-	<p><u>GDOT Obligations</u>:</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: regarding the implementation of any Project Standard Change or O&M Standard Change applicable to the Tolling Work (per PA Section 21.3). • <u>Consult – Joint Determination</u>: regarding whether to propose an Authority Change to bring forward Work in respect of a Non-Discriminatory O&M Standard Change regarding Tolling Work (per PA Section 21.3(c)(iv)). • <u>Consult - Receive Direction</u>: as to whether SRTA intends to witness any inspections in relation to O&M Work that is Tolling Work (per Section 21.6(a)(ii)) (provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending). • <u>Notify</u>: GDOT to provide copies to SRTA of the O&M Work Reports, Annual O&M Work Reports (per PA

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Section 21.6(b)) and any reports in respect of Major Maintenance in respect of Tolling Work (per PA Section 21.7(c)) following receipt from the Developer.</p> <ul style="list-style-type: none"> • <u>Notify</u>: SRTA prior to any exercise of the right to suspend O&M Work <i>other than</i> in respect of Tolling Work (per PA Section 21.10). • <u>Consult - Joint Determination</u>: prior to any exercise of the right to suspend O&M Work that is Tolling Work (per PA Section 21.10).
22. Policing, Security, Safety and UAS	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute an intergovernmental agreement with the Georgia Department of Public Safety if requested by the Developer (per PA Section 22.2). 	<p><u>GDOT Obligation</u>:</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: in relation to the negotiation and agreement on the terms of the intergovernmental agreement between SRTA and Georgia Department of Public Safety negotiated at the request of the Developer (per PA Section 22.2). • <u>Consult – Receive Direction</u>: in relation to calculation of any reimbursement amounts due from the Developer, for invoices from the Georgia Department of Public Safety (per PA Section 22.2).
23. Handback	-	<u>GDOT Obligation</u> :

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
<p><i>[Operating Period IGA Only]</i></p>		<ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA of each Handback Report received (per PA Section 23.3(a)). • <u>Consult – Joint Determination</u>: regarding any notice from the Developer requesting withdrawal of amounts from the Handback Reserve Account during the Term (per PA Section 23.4) in respect of Major Maintenance for Tolling Work. • <u>Consult - Joint Determination</u>: in relation to the Tolling Work, regarding any amounts to be paid out of the Handback Reserve Account or drawn upon under the Handback Letter of Credit on the Termination Date to address the Handback Requirements in respect of Major Maintenance for Tolling Work (per PA Section 23.7).
<p>24. Tolling of the Express Lanes¹</p> <p><i>[Operating Period IGA Only]</i></p>	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> • To negotiate and execute a violations processing services agreement (if any) (per PA Section 24.3(c)). 	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: on the exercise of oversight of the Developer's compliance with PA Section 24.1 and 24.2 • <u>Consult – Receive Direction</u>: in relation to calculation of any reimbursement amounts due from the Developer,

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> To receive any Civil Penalty awarded by OSAH (per PA Section 24.3(b)(iii)). 	for invoices from the Special Assistant Attorney General (per PA Section 24.3(b)(ii)(D)).
25. Suspension of Tolls <i>[Operating Period IGA Only]</i>	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> <u>Consult - Joint Determination:</u> prior to suspending tolling (per PA Section 25.1).
26. Tolling Services Agreement	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> To execute the Tolling Services Agreement. 	
27. User Privacy	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> <u>Consult – Joint Determination:</u> on the exercise of oversight of the Developer's compliance with PA Section 27.
28. ETCS Equipment Enhancements	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> To determine, administer and oversee any required ETCS Equipment Enhancements (per PA Section 28(a)) (other than Major 	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> <u>Consult – Joint Determination:</u> prior to providing any written notice of any Major ETCS Equipment Enhancements (per PA Section 28(c)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	ETCS Equipment Enhancements (per PA Section 28(c)).	
29. Unplanned Revenue Impacting Facilities	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy of a claim for any Unplanned Revenue Impacting Facility Event (per PA Section 29.2).
30. Authority Payments	-	-
31. Developer Payments	-	-
32. Monthly Payment Reports	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> regarding disputing as inaccurate or non-compliant any part of the Monthly Payment Report that concerns a payment that is to be divided between SRTA and GDOT pursuant to Schedule 2.1(b) (Payments from Project Receipts Account) of this IGA (per PA Section 32.2). • <u>Consult - Receive Direction:</u> regarding disputing as inaccurate or non-compliant any part of the Monthly Payment Report that concerns a payment that is solely due to SRTA pursuant to pursuant to Schedule 2.1(b)

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		(Payments from Project Receipts Account) of this IGA (per PA Section 32.2).
33. Payments	<u>Authority Reserved Responsibility:</u> <ul style="list-style-type: none"> • Payment of any undisputed Authority Payment Request and any interest on late payment (per PA Sections 33.1 and 33.4). 	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA of the amount of any undisputed Authority Payment Request and any interest on late payments (per PA Sections 33.1 and 33.4) following GDOT's certification of such amount in accordance with IGA Section 7.6 (GDOT Administrative Payment Certifications; SRTA Reserved Payment Obligations). • <u>Consult - Receive Direction:</u> regarding any Monthly Payment Report correction in relation to a payment that is due to SRTA pursuant to pursuant to Schedule 2.1(b) (Payments from Project Receipts Account) of this IGA (per PA Section 33.2).
34. Noncompliance Events	-	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA of any Developer QI Notice (per PA Section 34.2 (a)) and any Developer QI Rectification Notice (per PA Section 34.4(a)) in respect of the Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50. • <u>Consult – Joint Determination:</u> in respect of issuing any Authority QI Determination (per PA Section 34.2 (d)) or Authority QI Notice (per PA Section 34.3(a)) or

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Authority QI Rectification Determination (per PA Section 34.4(d)) in respect of the Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50.</p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> in respect of granting any relief in respect of Noncompliance Points and Noncompliance Events in respect of the Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50 (per PA Section 34.2(d)). • <u>Consult - Joint Determination:</u> in respect of commencing any increased monitoring that would result in increased or additional costs for SRTA (per PA Section 34.7(a)-(d)).
35. Lane Closures	-	-
36. Contractors and Key Personnel	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide SRTA with a copy of any O&M Contractor Direct Agreement and any Key Contract, in each case in respect of Tolling Work, and any TSI Contract, as provided by the Developer (per PA Section 36.1(c) and (d)). • <u>Consult:</u> with SRTA prior to giving written consent to:

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ○ the identity of any Key Contractors, or Independent Quality Firm(s) not known as of the Effective Date, in respect of Tolling Work (per PA Section 36.4(c); and ○ an amendment, variation, change, termination, substitution or replacement in respect of a Key Contract or IQF Contract in respect of Tolling Work (per PA Section 36.4(b)(iii)). ● <u>Consult – Joint Determination:</u> with SRTA prior to giving written consent to: <ul style="list-style-type: none"> ○ the identity of any TSI Contractor not known as of the Effective Date (per PA Section 36.4(c); and ○ an amendment, variation, change, termination, substitution or replacement in respect of a TSI Contract (per PA Section 36.4(b)(iii)). ● <u>Consult - Joint Determination:</u> prior to giving written consent to replacement of the Toll Operations Manager (per PA Section 36.9). ● <u>Consult – Joint Determination:</u> upon the exercise of any rights under PA Section 36.10 (Required Personnel)

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>following notification of replacement of the Tolling Commercial Manager.</p> <ul style="list-style-type: none"> • <u>Consult</u>: upon the exercise of any rights under PA Section 36.10 (Required Personnel) following notification of replacement of the following Required Personnel position: <ul style="list-style-type: none"> ○ the Tolling Technology Manager (TTM); ○ ETCS Software Lead; ○ ETCS Test Manager; ○ Toll System Integration (TSI) Manager; ○ ITS and Tolling Design Manager (ITDM); and ○ ITS and Tolling Construction Manager (ITCM).
37. Federal and State Law Requirements	-	<p><u>GDOT Obligation</u>:</p> <ul style="list-style-type: none"> • <u>Consult – Receive Direction</u>: regarding assistance requested by SRTA from the Developer with respect to any reporting requirements relating to the Tolling Work (per PA Section 37.3).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
38. Labor Standards	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> prior to exercise of the right to require the Developer remove or prohibit an individual from performing Work in relation to Tolling Work (per PA Section 38).
39. Ethical Standards	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of the Developer's ethical standards policy promptly following receipt (per PA Section 39(b)).
40. Non-Discrimination; Equal Employment Opportunity	-	-
41. Disadvantaged Business Enterprise	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> prior to providing written consent allowing for the termination or substitution of a DBE Contractor performing the Tolling Work (per PA Section 41.3(f)).
42. Job Training Program	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
43. Prevailing Wages	-	-
44. Prompt Payment and Retainage	-	-
45. Prohibited Person Certifications	-	-
46. Delays	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of any delay notice from the Developer, promptly following receipt (per PA Section 46.1(a)) and any ongoing disclosure (per PA Section 46.2(a)). • <u>Consult:</u> in respect of reasonably requesting information in respect of a delay that will affect the Tolling Work (per PA Section 46.2(b)).
47. Relief Events	•	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to notify SRTA of receipt of any Initial Relief Event Notice and Detailed Relief Event Notice (per PA Section 47.1 and 47.2).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult</u>: in respect of the assessment of any Detailed Relief Event Notice and the issuance of a Relief Event Determination (per PA Sections 47.2 and 47.5) in respect of an event affecting or arising from the Tolling Work or clause (u) of "Authority-Caused Event" in respect of the Tolling Services Agreement. • <u>Notify</u>: GDOT to provide copies of the issuance of a Relief Event Determination in respect of any event other than an event affecting or arising from the Tolling Work or clause (u) of "Authority-Caused Event" in respect of the Tolling Services Agreement as referred to above.
48. Compensation Events		<p><u>GDOT Obligations:</u></p> <p><u>Notify</u>: GDOT to notify SRTA of receipt of any Initial Compensation Event Notice and Detailed Compensation Event Notice (per PA Section 48.1 and 48.2) and in respect of any Compensation Event Determination unrelated to Tolling Work or an Additional SRTA Funding Obligation (per PA Section 48.6).</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: prior to agreeing that a Compensation Event has occurred for the purpose of determining an Interim CE Payment (per PA Section 48.7(a)(iii)(A)) in respect of: (i) an event affecting or arising from the Tolling Work or (ii) an event that may

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>give rise to an Additional SRTA Funding Obligation per IGA Exhibit 2.3(b), Item 4 or 5.</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in respect of the assessment (including any Compensation Amount) of any Detailed Compensation Event Notice (per PA Section 48.2) and the issuance of a Compensation Event Determination (per PA Section 48.6) in respect of: (i) an event affecting or arising from the Tolling Work or (ii) an event that may give rise to an Additional SRTA Funding Obligation per IGA Exhibit 2.3(b), Item 4 or 5. • <u>Notify:</u> SRTA of the amount of any Compensation Amount (per PA Section 48.9) or Interim CE Payment (per PA Section 48.7) payable.
49. Change in Law	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in respect of any issuance or receipt of a notice of a Change in Law directly affecting the Tolling Work, and any discussions or agreement as to how to mitigate the effect of such Change in Law (per PA Section 49.2)).
50. Authority Changes		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> of the decision to proceed with any Detailed Change Proposal (per PA Section 50.5) or issue a Directive Letter (per PA Section 50.11), if the same

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p><i>does not</i> concern: (i) changes to the Tolling Work; (ii) result in an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)); or (iii) increase SRTA’s cost in performing the services under the Tolling Services Agreement.</p> <ul style="list-style-type: none"> • <u>Consult</u>: prior to: <ul style="list-style-type: none"> ○ any issuance of an Authority Request for Change Proposal initiated by GDOT in respect of the Tolling Work (per PA Section 50.1) which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement; ○ any decision to proceed, withdraw or dispute any Detailed Change Proposal with respect to such Request for Change Proposal (per PA Section 50.5); or ○ issuance of any Directive Letter with respect to such Request for Change Proposal (per PA Section 50.11). • <u>Consult - Joint Determination</u>: prior to

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ○ any issuance of an Authority Request for Change Proposal <ul style="list-style-type: none"> ▪ initiated by SRTA in respect of the Tolling Work (per PA Section 50.1); or ▪ initiated by GDOT which: (i) will result in an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) increase SRTA’s costs in performing the services under the Tolling Services Agreement; ○ any decision to proceed with (including any Negative Net Impact or Finance Costs), withdraw or dispute any Detailed Change Proposal with respect to such Request for Change Proposal (per PA Section 50.5); or ○ issuance of any Directive Letter with respect to such Request for Change Proposal (per PA Section 50.11).
51. Developer Changes		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ● <u>Notify:</u> GDOT to notify SRTA of the issuance of any Developer Change Order (per PA Section 51.2) <i>not</i> in

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>respect of Tolling Work, and which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement.</p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA upon receipt of a Developer Change Request (per PA Section 51.1) in respect of Tolling Work or which will result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement. • <u>Consult:</u> with respect to the evaluation and discussion of any Developer Change Request in respect of Tolling Work and prior to any issuance of any Developer Change Order in respect of Tolling Work (per PA Section 51.2) which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement. • <u>Consult - Joint Determination:</u> with respect to the evaluation and discussion (including any Negative Net Impact or Finance Costs) of any Developer Change Request and prior to any issuance of any Developer Change Order (per PA Section 51.2) which (i) will result in an Additional SRTA Funding Obligation (per

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		IGA Exhibit 2.3(b)) or (ii) increase SRTA’s costs in performing the services under the Tolling Services Agreement.
52. Insurance	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ○ <u>Notify:</u> GDOT to provide copies to SRTA of certificate of insurance, promptly following receipt (per PA Section 52.7). ○ <u>Consult:</u> prior to suspending Tolling Work until proof of relevant insurance coverage is supplied (per PA Section 52.7(j)(ii)). ○ <u>Consult:</u> with respect to any claim not initiated by SRTA or a SRTA Related Party in relation to Tolling Work (per PA Section 52.15). ○ <u>Consult – Joint Determination:</u> with respect to any claim initiated by SRTA or a SRTA Related Party per PA Section 52.15). ○ <u>Consult - Joint Determination:</u> with respect to any claim against SRTA or a SRTA Related Party which gives rise to a claim under an Insurance Policy or Additional Contractor Insurance (per PA Section 52.15).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
53. Uninsurable Risk and Unavailable Insurance Terms	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA regarding discussions to reach agreement with the Developer in respect of an Uninsurable Risk which may impact the Tolling Work (per PA Section 53.1(a)(ii)). • <u>Consult – Joint Determination:</u> with respect to the election to either terminate the Project Agreement under 53.2(b)(i) or continue the Project Agreement in accordance with 53.2(b)(ii); and if the risk occurs, whether to continue the Project Agreement or terminate the Project Agreement in accordance with 53.2(b)(ii)(A) or (B). • <u>Consult:</u> with SRTA regarding discussions with the Developer in respect of an Unavailable Term which may impact the Tolling Work (per PA Sections 53.3 and 53.4).
54. Performance and Payment Security	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT shall provide a copy to SRTA of any copy of a Performance Security received from the Developer under PA Section 54.2 (Other Security).
55. Indemnity from the Developer	-	<p><u>GDOT Obligations:</u></p>

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of any (per PA Section 55): <ul style="list-style-type: none"> ○ Personal Injury Losses in respect of the death of any person; ○ Property Damage Losses in respect of Tolling Work with an asserted or potential value of \$5,000,000 or greater (separately or in aggregate with all current and outstanding claims); or ○ Third Party Claims with an asserted or potential value of \$10,000,000 or greater (separately or in aggregate with all current and outstanding claims). • <u>Consult - Joint Determination:</u> in the case of any Personal Injury Loss, Property Damage Losses, or Third Party Claims where the Developer is not obliged to indemnify the Authority (whether pursuant to PA Section 55.1, 55.2, 55.4(d)(ii) or (iii) or otherwise), GDOT may resolve any claim below \$5,000,000 to its satisfaction; provided, however, that GDOT shall engage in “Consult - Joint Determination” if such losses or claims involves (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)); (ii) any funds in the Public Contribution Account; or (iii) admitting SRTA fault in settlement of any claim.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
56. Representations and Warranties	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> Giving the representations and warranties of the Authority (per PA Section 56.2 and 56.3). 	-
57. Financing	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Notify:</u> GDOT shall provide a copy of any notice or document in respect of any amendment to or new Principal Developer Document, with respect to the Tolling Work (per PA Section 57.5).
58. Refinancing		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Consult:</u> with SRTA in respect of giving written consent to any Qualifying Refinancing (per PA Section 58.1) and in respect of the agreement with the Developer as to the amount and basis of payment of the Authority's share of the Refinancing Gain (per PA Section 58.5).
59. Financial Model Adjustments	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Notify:</u> SRTA prior to approving any adjustment to the Financial Model in accordance with PA Section 59.1(d) and approving any replacement Financial Model (per PA Section 59.4).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
60. Authority Payment Funds	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • To issue and deliver any toll revenue bonds, and agree the proposed arrangements with the Developer (per PA Section 60.3(b)). • The pledge of the Residual Net Post-Termination SR 400 Toll Revenues in accordance with PA Section 60.4(d)(v). 	
61. Termination for Developer Default		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA upon the occurrence of a Developer Default, the administration of any elections in relation thereto, and prior to issuing any Developer Default Notice (per PA Sections 61.1 and 61.2). • <u>Consult:</u> with SRTA, regarding a persistent breach of the PA by the Developer, prior to issuing any Final Warning Notice (per PA Section 61.3(c)). • <u>Consult - Joint Determination:</u> with respect to requiring and accepting a Default Remedial Plan if there is a "Consult - Joint Determination" or "Consult - Receive Direction" in this table, in respect of the main underlying PA provision

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		which has given rise to the Default Remedial Plan (per PA Section 61.4).
62. Authority Default		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of any Authority Default Notice received from the Developer (per PA Section 62.2). • <u>Consult – Joint Determination:</u> in respect of curing an Authority Default under PA Section 62.1(c), PA Section 62.1(j) or PA Section 62.1(k) or any Authority Default caused by SRTA’s failure to perform its obligations under the Intergovernmental Agreement.
63. Termination	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • To exercise the right to terminate PA by issuing: <ul style="list-style-type: none"> ○ a notice of termination due to a risk becoming an Uninsurable Risk (per PA Sections 53.2(b)(i) and 63.6(a)) 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of the administration of any Authority right to terminate (per PA Section 63). • <u>Consult:</u> with SRTA in respect of: <ul style="list-style-type: none"> ○ the issuance of any notice in respect of a Force Majeure Event where SRTA is the Affected Party, and exercise of any rights in respect of such event other than the right to terminate (per PA Section 63.3); and

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> ○ a Termination for Convenience Notice (per PA Section 63.1(b)) ○ a notice of termination with respect to a Force Majeure Event (per PA Section 63.3(d)); ○ an Authority Termination Notice (per PA Section 63.4(a)) <ul style="list-style-type: none"> ● To pay any Authority Termination Sum (per PA Section 63.1(d), or 63.2(d)), Court Ruling D&C Period Termination Sum (per PA Section 63.5(d)), No Fault Termination Sum (Per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4). 	<ul style="list-style-type: none"> ○ the receipt of any notice in respect of a Force Majeure Event where Developer is the Affected Party, and exercise of any rights in respect of such event other than the right to terminate (per PA Section 63.3). <ul style="list-style-type: none"> ● <u>Notify</u>: GDOT shall provide a copy to SRTA of any termination notice from Developer (per PA Section 63.2(a), 63.3(d)) or any Termination by Court Ruling (per PA Section 63.5). ● <u>Consult</u>: with SRTA in respect of the calculation of the amount of any Authority Termination Sum (per PA Section 63.1(d), 63.2(d), 63.5(d)), or 63.4(e)(ii)), Court Ruling D&C Period Termination Sum (per PA Section 63.5(d)), No Fault Termination Sum (Per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4). ● <u>Consult - Joint Determination</u>: in respect of the Tolling Work elements of developing and implementing an interim transition plan and a final transition plan with the Developer, following a Termination Notice (per PA Section 63.7(b)-(e)).
64. Termination for Failure to Achieve	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> ● To exercise the right to terminate PA by issuing a termination notice in 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ● <u>Consult</u>: with SRTA in respect of the exercise of the right to terminate the PA under PA Section 64.1(b)(iii) or 64.2(a)(i).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Financial Closing Date	<p>accordance with PA Section 64.1(b)(iii) or 64.2(a)(i).</p> <ul style="list-style-type: none"> • To pay any amount payable to the Developer in accordance with PA Section 64.1(d)(i). 	<ul style="list-style-type: none"> • <u>Notify</u>: GDOT shall provide a copy to SRTA of any termination notice from Developer received in accordance with PA Section 64.1(b)(iii). • <u>Notify</u>: GDOT shall notify SRTA of any amount payable to the Developer in accordance with PA Section 64.1(d)(i).
65. Authority Step-in	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: prior to: <ul style="list-style-type: none"> ○ issuing any notice to the Developer (per PA Section 65.2 (Notice to Developer)); or ○ taking any Required Action (per PA Section 65.3(a)(i)), <p>in respect of any notice or Required Action in respect of the Tolling Work or where action would be required from SRTA.</p> • <u>Consult</u>: regarding issuing any notice (per PA Section 65.2 (Notice to Developer)) or taking any Required Action (per PA Section 65.3(a)(i)) <i>other than</i> as referred to above.
66. Assignment and Transfer	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> • To assign its rights, title and interests in and to the PA, Project, 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult</u>: prior to giving any written consent to the Developer to assign, transfer, pledge, mortgage or

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	Project Limits or the O&M Limits, or Performance Security (per PA Section 66.3).	<p>otherwise encumber its rights under the PA (per PA Section 66.1).</p> <ul style="list-style-type: none"> • <u>Notify</u>: SRTA if it receives a notice that the Developer has changed its name (per PA Section 66.4).
67. Change in Ownership	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult</u>: prior to giving any written consent to, or waiving any, Restricted Change in Ownership (per PA Section 67.1). • <u>Notify</u>: GDOT to provide a copy to SRTA of any written notice of a Change in Ownership received by GDOT (per PA Section 67.2).
68. Records and Audit	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • Exercising the rights and obligations of the Authority in respect of any request for public disclosure of materials pursuant to the Open Records Act issued to SRTA or in respect of materials in SRTA's possession (per PA Sections 68.3(e) and (f)) 	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
69. Intellectual Property	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • Ownership of the Project Marks (per PA Section 69.5(b)) • Ownership of Authority Intellectual Property and Data and the obligation to grant a license to the Developer in respect of the Authority Intellectual Property and Data (per PA Section 69.6). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA of the agreed Source Code Escrow arrangements (per PA Section 69.2 (b)). • <u>Consult - Joint Determination:</u> prior to giving any prior written consent to the Developer to use software not in use by the Authority (per PA Section 69.3(d)). • <u>Consult – Receive Direction:</u> prior to requiring the Developer to furnish copies of materials using the Authority's Marks that are SRTA's trademarks for review of Developer compliance with PA Section 69.5 (per PA Section 69.5(e)). • <u>Consult – Receive Direction:</u> in respect of informing the Developer of any non-compliance with respect to SRTA trademarks (per PA Section 69.5(e)). • <u>Notify:</u> SRTA if it receives notice from the Developer of any potential infringement of a SRTA trademark (per PA Section 69.5(f)).
70. Dispute Resolution	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute the Dispute Review Board Agreements (per PA Section 70.3(e)(ii) and (f)(ii)). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> provide a copy to SRTA of any notice received from the Developer to:

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • To submit any Dispute or TSA Dispute to litigation (per PA Section 70.5(a)). 	<ul style="list-style-type: none"> ○ refer a Dispute for resolution by negotiation (per PA Section 70.2(b)); or ○ submit a dispute to the Dispute Review Board received from the Developer (per PA Section 70.3(a)), <p style="text-align: center;">in each case in relation to any TSA Dispute, or Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b).</p> <ul style="list-style-type: none"> • <u>Notify</u>: SRTA regarding any notice received from the Developer to submit a Dispute or TSA Dispute to non-binding mediation (per PA Section 70.4(a) or (b)) • <u>Consult – Joint Determination</u>: prior to issuing any notice to: <ul style="list-style-type: none"> ○ refer a Dispute or TSA Dispute for resolution by negotiation (per PA Section 70.2(b)); or ○ submit a Dispute to the Dispute Review Board (per PA Section 70.3(a)); <p style="text-align: center;">in each case in relation to a TSA Dispute, or a Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)).</p>

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: prior to submitting a Dispute to non-binding mediation under PA Section 70.4(a) or (b) in relation to a TSA Dispute or Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)), • <u>Consult – Joint Determination</u>: with SRTA in the administration of and exercise of any rights in respect of, the Dispute Review Board Process (per PA Sections 70.3(g)-(l) and (n)) in relation to a Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)). • <u>Consult - Joint Determination</u>: prior to accepting any recommendation of the Dispute Review Board process (per PA Section 70.3(g)) where the Dispute relates to: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)). • <u>Notify</u>: GDOT will notify SRTA on the establishment of, and any termination of, the Dispute Review Board (per PA Sections 70.3(e), (f) and (o)). • <u>Consult - Joint Determination</u>: in the selection of the mediator and in the administration of and exercise of any rights in respect of, and prior to agreeing to any settlement from the mediation process (per PA Sections 70.4(b)-(f)) where the Dispute relates to: (i) Tolling Work or (ii) an

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)), or it is a TSA Dispute.</p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: prior to accepting any settlement from the mediation process (per PA Section 70.4)
71. Indirect Loss	-	-
72. Other	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute the written Supplemental Agreement (per PA Section 72.2)(d)(iii). 	<p><u>GDOT Obligations</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: before issuing a waiver (per PA Section 72.3) in respect of any SRTA Rights and Obligations or in respect of any provision where there is a "Consult – Joint Determination" or "Consult - Receive Direction" obligation in this table. • <u>Notify</u>: provide a copy to SRTA of any Notices received from the Developer (per PA Section 72.10) in respect of an Authority Reserved Responsibility. • <u>Consult - Joint Determination</u>: before agreeing to a substitute provision, in respect of any provision that is ruled invalid by a court (per PA Section 72.12(a)(i)), if such provision is in respect of any SRTA Rights and Obligations or in respect of any provision where there is a "Consult – Joint Determination" or "Consult - Receive Direction" obligation in this table.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 1 (Definitions and Abbreviations)²	-	-
Exhibit 2 (Authority Reserved Responsibilities)	-	-
Exhibit 3 (Developer Ownership)	-	-
Exhibit 4 (Designation of Authorized Representatives)	-	-
Exhibit 5 (Key Personnel)	-	-
Exhibit 6 (Technical Provisions)	-	-

² **Note:** Rights and obligations with respect to PA Exhibits are in accordance with any corresponding rights and obligations identified in the relevant PA Sections as set out above.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 7 (Proposal Commitments)	-	-
Exhibit 8 (Project Limits Access)	-	-
Exhibit 9 (Notice to Proceed)	-	-
Exhibit 10 (Third Parties)	-	-
Exhibit 11 (Services Commencement Conditions and Final Acceptance Conditions)	-	-
Exhibit 12 (TMC/ITS Handover Coordination)	-	-
Exhibit 13 (Toll Parameters)	<u>Authority Reserved Responsibilities</u> <ul style="list-style-type: none"> • Review and approval, in its sole discretion, of any proposed Developer discount program in accordance with PA Exhibit 13, 	<u>GDOT Obligations</u> <ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: in respect of oversight of Developer’s compliance with the requirements of PA

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<p>Section 7 (Discounts), where approval is required due to the program not otherwise complying with such section.</p> <ul style="list-style-type: none"> • Review and confirmation of any Summary Additional OTR Adjustment Event Report and any associated OTR increase (per PA Exhibit 13, Section 4(e)(i)). • Review and concur or comment on any OTR Target Speed Event Notification and any associated OTR increase (per PA Exhibit 13, Section 4(e)(ii) and Section 10(j)) 	Exhibit 13, Section 8 (Customer Website Requirements).
Exhibit 14 (Payment Terms)	-	-
Exhibit 15 (Materials Indexation Adjustment)	-	-
Exhibit 16 (Revenue Share)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 17 (Quality Instances)	-	-
Exhibit 18 (Lane Rental Charges)	-	-
Exhibit 19 (Monthly Payment Report)	-	-
Exhibit 20 (Required Insurance)	-	-
Exhibit 21 (Finance Documents)	-	-
Exhibit 22 (Financial Model)	-	-
Exhibit 23 (Financial Model Adjustments Prior to Financial Close)	-	-
Exhibit 24 (Refinancing Gain Calculation)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 25 (Principles for Calculation of Net Impact)	-	-
Exhibit 26 (Compensation on Termination)	-	-
Exhibit 27 (DRB Review Procedures)	-	-
Exhibit 28 (Federal Requirements)	-	-
Exhibit 29 (Required State Certifications)	-	-
Exhibit 30 (DBE Requirements)	-	-
Exhibit 31 (OJT Requirements)		
Exhibit 32 (Form of Tolling Services Agreement)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 33 (Form of Security)	-	-
Exhibit 34 (Form of Lenders Direct Agreement)	-	-
Exhibit 35 (Form of D&C Contractor Direct Agreement)	-	-
Exhibit 36 (Form of O&M Contractor Direct Agreement)	-	-
Exhibit 37 (Form of Bid Documentation Affidavit Escrow Agreement)	-	-

Part B: Additional SRTA Responsibilities

1. Additional SRTA responsibilities in respect of the Project

- (a) SRTA acknowledges the provisions of the FHWA Stewardship and Oversight Agreement.
- (b) SRTA covenants and agrees to comply with GDOT's directions with respect to compliance with the terms and conditions applicable to all agreements entered into by GDOT with Governmental Entities providing financing or other support in furtherance of the Project, which agreements shall include but are not limited to (i) the BRT Memorandum of Understanding (as it relates to the application and use of BRT Funds), (ii) the INFRA Grant Funding Documents (as it relates to the application and use of INFRA Grant Funds), and (iii) the agreements with respect to the Local Funds.
- (c) SRTA covenants and agrees that in respect of the rights, interests and obligations under the Project Agreement:
 - (i) if the Parties have determined the required action to be taken in accordance with the rights and obligations set out in IGA Schedule 7.1(a), Part A, and in order to implement such action SRTA is required to exercise an Authority Reserved Responsibility, SRTA shall exercise such Authority Reserved Responsibility to implement the required action;
 - (ii) in the absence of the exercise of any other provision of the Project Agreement in accordance with IGA Schedule 7.1(a), Part A, Table 2-1, SRTA shall not separately and independently exercise the Authority Reserved Responsibilities referred to below without written consent from GDOT:
 - (1) IGA Schedule 7.1(a), Table 2-1, Row 5, "*Sign the written agreement to the Project Agreement to incorporate the Project Agreement Amendment (in respect of adjustments due to the Financial Model Closing Protocol) (per PA Section 5.4(f)) [D&C Period IGA Only]*";
 - (2) IGA Schedule 7.1(a), Table 2-1, Row 22, "*Execute an intergovernmental agreement with the Georgia Department of Public Safety if requested by the Developer*";

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- (3) IGA Schedule 7.1(a), Table 2-1, Row 60, *"To issue and deliver any toll revenue bonds, and agree the proposed arrangements with the Developer (per PA Section 60.3(b))"*;
- (4) IGA Schedule 7.1(a), Table 2-1, Row 63, *"To exercise the right to terminate PA"*;
- (5) IGA Schedule 7.1(a), Table 2-1, Row 63, *"To pay any Authority Termination Sum (per PA Section 63.1(d), or 63.2(d)), No Fault Termination Sum (per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4)"*;
- (6) IGA Schedule 7.1(a), Table 2-1, Row 64, *"To exercise the right to terminate PA"*;
- (7) IGA Schedule 7.1(a), Table 2-1, Row 64, *"To pay any amount payable to the Developer in accordance with Section 64.1(d)(i)"*;
- (8) IGA Schedule 7.1(a), Table 2-1, Row 66, *"To assign its rights, title and interests in and to the PA, Project, Project Limits or the O&M Limits, or Performance Security (per PA Section 66.3)"*;
- (9) IGA Schedule 7.1(a), Table 2-1, Row 70, *"To execute the Dispute Review Board Agreements (per PA Section 70.3(e)(ii) and (f)(ii))" [D&C Period IGA Only]*;
- (10) IGA Schedule 7.1(a), Table 2-1, Row 70, *"To submit any Dispute or TSA Dispute to litigation (per PA Section 70.5(a))"*;
- (11) IGA Schedule 7.1(a), Table 2-1, Row 72, *"To execute the Supplemental Agreement (per PA Section 72.2)(d)(iii)"*;
- (iii) SRTA shall comply with the PA obligations on the Authority with respect to the GDOT Agreements (per PA Section 2.7(a)-(e));
- (iv) SRTA shall grant the Developer the right to set, charge, modify, adjust, collect and enforce tolls for Express Lanes and receive SR 400 Toll Revenues (per PA Sections 3.1 and 24.1) *[Operating Period IGA Only]*;

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- (v) SRTA shall cooperate with GDOT to ensure the conditions precedent to the Effective Date (per PA Section 5.2) are satisfied, including: *[D&C Period IGA Only]*
 - (1) executing, to the extent SRTA is a party to such documents, the Effective Date Documents, the GDOT Agreements, the Memorandum of Understanding, and the Bid Documentation Escrow Agreement, (per PA Section 5.2(j), (l), and (m));
 - (2) certifying the representations and warranties of the Authority (per PA Section 5.2(n)); and
 - (3) causing the delivery of the legal opinion in respect of the Authority (per PA Section 5.2(o));
- (vi) SRTA shall cooperate with GDOT to ensure the conditions precedent to the Financial Close (per PA Section 5.3) are satisfied, including *[D&C Period IGA Only]*
 - (1) cooperating, to the extent cooperation is required of SRTA, with the Developer and Lenders in connection with any bond issuance including providing customary certifications and continuing disclosure agreements (per PA Section 5.3(j));
 - (2) executing, to the extent SRTA is a party to such documents, the Financial Closing Documents (per PA Section 5.3(k)(i));
 - (3) certifying the representations and warranties of the Authority (per PA Section 5.3(l)); and
 - (4) causing the delivery of the bringdown of the legal opinion in respect of the Authority and the legal opinion in respect of the Lenders Direct Agreement (per 5.3(m));
- (vii) SRTA shall assist the Developer in complying with the public hearing requirements under the Tax Equity and Fiscal Responsibility Act of 1982 (per PA Section 5.4(c));
- (viii) SRTA shall execute the Project Agreement Amendment (per PA Section 5.4(f));

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- (ix) SRTA shall comply with and cause the SRTA Related Parties to comply with the applicable requirements of PA Section 6.8 (Access and Inspection Rights for the Authority, GDOT and Other Persons) of the Project Agreement;
- (x) SRTA shall, where necessary to be done by or in the name of SRTA, execute documents and make applications in respect of the revision, modification, amendment, supplement, renewal or extension of any Governmental Approval (per PA Section 7.7(a)(ii));
- (xi) SRTA shall be responsible for using reasonable efforts to enter into an intergovernmental agreement with the Department of Public Safety if requested by Developer (per PA Section 22.2);
- (xii) SRTA shall facilitate the bringing of any proceeding before OSAH in SRTA's name by and through the Developer (per PA Section 24.3(b)(ii)); *[Operating Period IGA Only]*
- (xiii) Pursuant to PA Section 24.3(b)(ii) and (iii) (Operating Period IGA) *[Operating Period IGA Only]*:
 - (1) SRTA shall cause the State Attorney General to engage the Special Assistant Attorney General;
 - (2) SRTA shall be responsible for payment to the Attorney General of the invoice from the Special Assistant Attorney General;
 - (3) SRTA shall provide the monthly accounting to the Developer and to GDOT (for the purpose of GDOT, pursuant to this Agreement, reviewing and confirming the Monthly Payment Report) of Civil Penalties received by SRTA from the SAAG; and
 - (4) SRTA shall transfer any Civil Penalty received from the SAAG into the Public Contributions Account.
- (xiv) SRTA shall provide reasonable assistance to the Developer to facilitate discussions with DoR in respect of a direct agreement between DoR and Developer (per PA Section 24.3(b)(vii));
- (xv) SRTA shall provide reasonable assistance to the Developer seeking reimbursement from federal sources for SR 400 Toll Revenue and any related costs and expenses (per PA Section 25.3); *[Operating Period IGA Only]*

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- (xvi) SRTA shall be responsible for preparing notices to be provided to the Developer regarding required Major ETCS Equipment Enhancements (per PA Section 28(c)) ; *[Operating Period IGA Only]*
- (xvii) SRTA shall perform any of the responsibilities of the Authority under PA Section 52.15(d) (Prosecution of Claims) which are required to be performed by SRTA;
- (xviii) SRTA shall provide the Developer information about SRTA and specified events related to SRTA, in each case in relation to the Project and to the extent required to comply with Developer's continuing disclosure obligations with respect to the TIFIA Loans or Bonds for the Project (per PA Section 57.4(d));
- (xix) SRTA shall provide reasonable assistance to the Developer in undertaking an Exempt Refinancing or Qualifying Refinancing, to the extent such assistance must be provided by or in the name of SRTA (per PA Section 58.7);
- (xx) SRTA shall, by Consult – Joint Determination with GDOT, access the source of funds to make the payments owed by the Authority to the Developer in accordance with PA Section 60.1;
- (xxi) SRTA shall, by Consult – Joint Determination with GDOT, use its best efforts to obtain an allocation of funds for the payment of any Termination Sum (per PA Section 60.3(a))
- (xxii) SRTA shall, by Consult - Joint Determination with GDOT, if required in the event of a Termination Sum being payable (per PA Section 60.3(b)):
 - (1) determine it is sound, feasible and reasonable to issue toll revenue bonds to fund all/part of the Termination Sum;
 - (2) carry out any traffic and revenue study associated therewith;
 - (3) determine the maximum amount of toll revenue bonds that can be issued and estimate of the maximum principle and interest, to notify the Developer; and
 - (4) approach GSFIC regarding the authorization and issuance of any toll revenue bonds;

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- (xxiii) SRTA shall, by Consult - Joint Determination with GDOT, prior to issuing any toll revenue bonds, agree the proposed arrangements with the Developer (per PA Section 60.3(b));
- (xxiv) SRTA shall continue tolling while any Termination Sum remains due to the Developer (per PA Section 60.4(a)) [*Operating Period IGA Only*];
- (xxv) SRTA shall handle funds as specified in accordance with PA Section 60.4(b) and (c), following Early Termination;
- (xxvi) SRTA shall, by Consult – Joint Determination with GDOT, take any action required of SRTA to cure any Authority Default (whether due to any act, omission or negligence of SRTA or a SRTA Related Party or otherwise) (per PA Section 62.1 and 62.2);
- (xxvii) SRTA shall cooperate and coordinate with GDOT in respect of any plan for raising the Authority Termination Sum in the case of a termination for convenience, pursuant to PA Section 63.1(b);
- (xxviii) SRTA shall cooperate in developing and implementing an interim transition plan and a final transition plan with the Developer, following a Termination Notice (per PA Section 63.7(b)-(e)); and
- (xxix) SRTA shall provide to GDOT:
 - (1) a copy of any Developer request, and SRTA approval, of a Developer discount program (per PA Exhibit 13, Section 7 (Discounts));
 - (2) prior to issuing to the Developer, confirmation of any Summary Additional OTR Adjustment Event Report (per PA Exhibit 13, Section 4(e)(i));
 - (3) prior to issuing to the Developer, any concurrence to or comments on any OTR Target Speed Event Notification (per PA Exhibit 13, Section 4(e)(ii) and Section 10(j)).

SCHEDULE 7.1(b) –SRTA SUBMITTAL RIGHTS AND OBLIGATIONS

1. SRTA Submittal Rights and Obligations

The Parties acknowledge and agree that:

- (i) the SRTA Submittal Rights and Obligations means the right and obligation to:
 - (1) **"SRTA Comment"**: review and give comments (if any) for GDOT's consideration in respect of the SRTA Comment Submittals;
 - (2) **"SRTA Direct Comment"**: review and give comments (if any) to GDOT to provide to the Developer in respect of SRTA Direct Comment Submittals;
 - (3) **"SRTA Acceptance"**: review and accept (or reject) the SRTA Acceptance submittals,as set out in column (3) of Table 2-1 (SRTA Submittal Rights and Obligations) below; and
- (ii) SRTA shall provide its comments, acceptance or rejection (as applicable) to GDOT by such time as to allow reasonable consultation between SRTA and GDOT, and consolidation of comments and responses to be provided to the Developer, having regard to the Authority response period required pursuant to the Project Agreement.

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Table 2-1 (SRTA Submittal Rights and Obligations)

Item No.	Submittal Item Description	SRTA Involvement
000010	Meeting agenda	(1) SRTA Comment (in respect of Tolling Work)
000020	Monthly Payment Report package	(1) SRTA Direct Comment (in respect of Tolling Work)
000050	SC List <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
000070	FA List <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020010	Meeting minutes	(1) SRTA Comment (in respect of Tolling Work)
020020	PMP Executive Summary <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020030	Developer's Organization Description <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020040	Team Communications and Partnering Plan <i>[D&C Period IGA only]</i>	(2) SRTA Direct Comment (in respect of Tolling Work)
020080	Quality Management Plan (QMP) General Provisions	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
	<i>[D&C Period IGA only]</i>	
020090	Administrative Quality Management Plan (AQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020100	Design Quality Management Plan (DQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020110	Construction Quality Management Plan (CQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020120	Basis of D&C <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020160	OMMP for O&M During D&C Period (V1)	(1) SRTA Comment (in respect of Tolling Work)
020165	ETCS Implementation Plan <i>[D&C Period IGA only]</i>	(2) SRTA Acceptance
020190	Project Schedule Workplan (PSWP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020200	D&C Closeout Plan	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
	<i>[D&C Period IGA only]</i>	
020240	NTP1 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020250	NTP2 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020260	NTP3 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020270	Revised Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020275	NTP1 Baseline Project Schedule (BPS)	(1) SRTA Direct Comment (in respect of Tolling Work)
020280	NTP2 Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020290	NTP3 Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020300	Revised Baseline Project Schedule (BPS)	(1) SRTA Direct Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
	<i>[D&C Period IGA only]</i>	
020350	Change to any component of the PMP	(1) SRTA Comment (in respect of Tolling Work)
030010	Corrective/Preventative Action Report (PAR)	(1) SRTA Direct Comment (in respect of Tolling Work)
030020	Results of Developer internal audits	(1) SRTA Comment (in respect of Tolling Work)
030030	NCR	(1) SRTA Comment (in respect of Tolling Work)
030040	Internal Audit Results	(1) SRTA Comment (in respect of Tolling Work)
030050	External Audit Results	(1) SRTA Comment (in respect of Tolling Work)
040010	Preliminary Design Documents (PDDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040020	Final Design Documents (FDDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040030	RFC Design Documents (RFCDDs)	(1) SRTA Comment (in respect of Tolling Work)
040040	Level 1 Field Design Changes (FDCs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
040050	Level 2 FDCs & Changes to RFCDDs <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040060	Record Design Documents	(1) SRTA Direct Comment (in respect of Tolling Work)
040070	Shop Drawings (SDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040080	Changes to SDs <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040090	Construction Documents (CDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
170010	ITS Testing Plan <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
190010	OMMP for O&M During Operating Period (V2)	(1) SRTA Direct Comment (in respect of Tolling Work) (3) SRTA Acceptance (in respect of the form of any Violations processing notice for Users)

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Item No.	Submittal Item Description	SRTA Involvement
190070	Record Design Documents Updates <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
190120	OMMS transfer data <i>[Operating Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
190140	Handback Plan <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190150	Residual Life Inspection and test findings <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190160	Handback Report <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190170	O&M Work Transition Plan <i>[Operating Period IGA only]</i>	(1) SRTA Acceptance (in respect of Tolling Work)
190180	O&M Work Report	(1) SRTA Direct Comment (in respect of Tolling Work)
190190	Annual O&M Work Report	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
190200	ETCS Report[<i>Operating Period IGA only</i>] and ITS Report	(3) SRTA Acceptance (in respect of Tolling Work)
210010	ETCS Design Documentation <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
210020	ETCS Delivery Management Documents <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
210030	ETCS Configuration Management Plan <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
210040	Developer Business Rules	(3) SRTA Acceptance (in respect of Tolling Work)
210050	ETCS operational procedures, user manuals and training materials	(3) SRTA Acceptance (in respect of Tolling Work)
230010	Interface Third Party Communications Plan	(1) SRTA Comment (in respect of Tolling Work)

SCHEDULE 7.1(c) – SR TA TOLLING SERVICES RIGHTS AND OBLIGATIONS

1. SR TA Tolling Services Rights and Obligations

- (a) The Parties acknowledge and agree that
 - (i) the SR TA Tolling Services Rights and Obligations constitute each and every duty, role, responsibility, right, and interest of SR TA under the Tolling Services Agreement;
 - (ii) SR TA shall undertake each and every such duty, role and responsibility of SR TA as set out in the Tolling Services Agreement; and
 - (iii) GDOT shall not have any rights or obligations as SR TA's Project Manager with respect to the Tolling Services Agreement.

2. Obligations to Notify, Consult, Receive Direction or reach a Joint Determination

- (a) In exercising or performing certain specified Tolling Services Agreement duties, roles or responsibilities, the Parties acknowledge and agree that SR TA shall owe additional obligations to GDOT as set out in column (2) of Table 2-1 (TSA Responsibilities Matrix) (subject to 2(b)). Each such obligation is an obligation to either "Notify (TSA)", "Consult (TSA)", "Consult – Receive Direction (TSA)", or "Consult - Joint Determination (TSA)" as follows:
 - (i) **"Notify (TSA)"** meaning:
 - (1) SR TA shall notify GDOT in writing of the relevant Tolling Services Agreement activity occurring (e.g. by providing a copy of a notice or document submitted by Developer).
 - (ii) **"Consult (TSA)"** meaning:

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- (1) SRTA shall notify GDOT in writing, and consult and coordinate with GDOT regarding the relevant Tolling Services Agreement activity.
- (2) Such consultation shall involve discussions between the SRTA Authority Representative and the GDOT Authority Representative (or their designees) such that GDOT is able to provide, and SRTA shall consider, GDOT's input in determining the course of action, response or decision to be taken with respect to the relevant Tolling Services Agreement activity.
- (3) Following such consultation, SRTA will determine and implement any required action relating to the relevant Project Agreement activity and notify GDOT in writing of such action implemented.

(iii) **"Consult - Receive Direction (TSA)" meaning:**

- (1) SRTA shall notify GDOT in writing, and SRTA and GDOT will consult and coordinate regarding the relevant Project activity set forth in as set forth in Section 2(a)(ii)(2) above.
- (2) Following such consultation, SRTA will implement GDOT's direction and notify GDOT in writing of such action implemented.

(iv) **"Consult - Joint Determination (TSA)" meaning:**

- (1) SRTA shall notify GDOT in writing, and SRTA shall consult and coordinate with GDOT regarding the relevant Tolling Services Agreement activity, to make a joint determination as to the required action to be taken.
- (2) Consult and coordinate discussions shall start with the SRTA Authority Representative and the GDOT Authority Representative (or their designees), and may be elevated as required for determination by the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees).
- (3) SRTA will then implement any action as jointly determined and notify GDOT in writing of such action implemented.

(b) In the event that:

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- (i) SRTA reasonably believes that SRTA will fail to comply with an obligation under the Tolling Services Agreement in accordance with any applicable time period for such obligation, due to an inability of SRTA and GDOT to reach a "Joint Determination"; or
- (ii) an Emergency occurs,

then SRTA shall be authorized to determine the course of action to be taken and implement and notify GDOT in writing of the same. Following any such action, if there remain any issues for resolution between SRTA and GDOT in relation to the action taken, resolution of such issues may be elevated to the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees) by either Party.

Table 2-1 (TSA Responsibilities Matrix)

TSA Article (1)	Intergovernmental Obligation (3)
1. Terms and Definitions	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination (TSA):</u> before determining the provisions that take priority in the event of an ambiguity (per TSA Section 1.3(a)) in respect of any provision for which there is a "Consult - Joint Determination (TSA)" obligation, as set out in this table.
2. Developer Responsibilities	-
3. SRTA Obligations	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> SRTA to provide copies of information, notices or documents it provides to the Developer in respect of any proposed new Interoperability Agreement or material amendment, and any comments received from the Developer in respect thereto (per TSA Section 3.3(c)) • <u>Notify (TSA):</u> SRTA to notify GDOT in respect of any part of the Services (as defined under the TSA) it subcontracts (including the name of the contractor and, if requested by GDOT, a copy of subcontract) (per TSA Section 3.4(b)). • <u>Notify (TSA):</u> SRTA to notify GDOT in respect of any change to the forms of acceptable payments, and the locations of, its customer service operations, call center operations, and CBO (per TSA Section 3.4(c)) • <u>Notify (TSA):</u> SRTA to provide copies to GDOT of any reports it provides to Developer (per TSA Section 3.4(d)).

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TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Consult (TSA)</u>: with GDOT together with the Developer, in respect of changes to the Business Rules (per TSA Section 3.5).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT upon notifying the Developer of a circumstance excusing SRTA's failure to perform, and upon resuming performance (per TSA 3.6(b)) • <u>Consult (TSA)</u>: with GDOT in respect of the steps SRTA is taking to mitigate and each update to be provided to the Developer regarding such circumstance (per TSA Section 3.6(b)-(c)).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT when notifying the Developer of the occurrence of any Noncompliance Event, of any disagreement in respect of such notice from the Developer (per TSA Section 3.7(a)) and of the amount of any Noncompliance Points and deductions assessed in respect of such Noncompliance Event (per TSA Section 3.7(b)) • <u>Consult (TSA)</u>: with GDOT on the preparation and submission of Corrective Action Plan, and any consultation with the Developer in respect of a Corrective Action Plan (per TSA Section 3.7(c)).
	<ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA)</u>: with GDOT on the preparation and submission of a Noncompliance Remedial Plan, and any consultation with the Developer in respect of a Noncompliance Remedial Plan, and any reporting in respect of the progress in carrying out the Noncompliance Remedial Plan (per TSA Section 3.8).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of the establishment of the Cash Collateral Trust Account and of the deposit of the Performance Security Amount (per TSA Section 3.9(a))

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TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Notify (TSA):</u> GDOT of the identity of the Trustee bank (per TSA 3.9(a)) or any replacement thereof (in accordance with the Cash Collateral Trust Agreement), prior to notifying the Developer. • <u>Consult – Receive Direction (TSA):</u> regarding making additional deposits to the Cash Collateral Trust Account (per TSA Section 3.9(c)) where GDOT has provided or procured funding for such additional deposits. • <u>Notify (TSA):</u> GDOT of any notice to withdraw from the Cash Collateral Trust Account (per TSA Section 3.9(f)), and any refund to the Cash Collateral Trust Account (per TSA 3.9(h) or (j)). • <u>Notify (TSA):</u> GDOT of <u>any statements provided by the Trustee at the request of SRTA, Developer, or its Lenders (per TSA 3.9(k)).</u> • <u>Consult - Receive Direction (TSA):</u> <u>from GDOT, if GDOT reasonably requests a statement be provided by the Trustee.</u> <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> prior to executing any potential direct agreement with a Mobile App Provider that would cover the Project (per TSA Section 3.10.)
4. Cooperative Efforts	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> GDOT of any discount proposed by the Developer, and any additional service fees in relation thereto (per TSA 4.2(c)). • <u>Notify (TSA):</u> GDOT of any meetings with the Developer to allow GDOT the opportunity to participate in such meetings (per TSA 4.3).

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TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: Provide GDOT with a copy of any update to the SRTA Change Control Process as may be notified to the Developer from time to time (per TSA 4.4).
5. Accounts and Transactions <i>[Only for inclusion in IGA (Operating Period)]</i>	<u>SRTA Obligations:</u> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: SRTA to provide GDOT a copy of the reporting package submitted by SRTA to Developer (per Section 5.3(a)) any objection to such reporting package from the Developer and resolution of such objection (per Section 5.3(b)), and a copy of the monthly invoice from SRTA to the Developer (per Section 5.3(c)).
6. Transmission of Data	<ul style="list-style-type: none"> • <u>Consult (TSA)</u>: with GDOT prior to providing or amending the ICD in a manner that would have a material effect on the TSA (per TSA Section 6.2(b)-(c)).
7. Transponder Validation List	-
8. Systems	<u>SRTA Obligations:</u> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to SRTA giving notice of replacements to the CBO or system equipment and consultation with the Developer (per TSA Section 8.1(a)); or • <u>Notify (TSA)</u>: GDOT prior to agreeing any ETCS modification per TSA Section 8.2. • <u>Notify (TSA)</u>: GDOT of any system failure SRTA reports to the Developer per TSA Section 8.3.

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TSA Article (1)	Intergovernmental Obligation (3)
9. Change Orders	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA):</u> with GDOT prior to issuing a Change Proposal or agreeing on a Change Order (per TSA Section 9.1 – 9.2)
10. Compensation for Services; Fees <i>[Only for inclusion in IGA (Operating Period)]</i>	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> GDOT of the annual adjustment to the Base Transaction Fee (per TSA Section 10.4(a)(i)). • <u>Consult – Joint Determination (TSA):</u> prior to calculating, discussing with the Developer and implementing an Adjustment Year adjustment to the Base Transaction Fee (per TSA Section 10.4(a)(ii)). • <u>Notify (TSA):</u> GDOT of the initial Variable Transaction Fee and any adjustment there to (per TSA 10.4(b)). • <u>Notify (TSA):</u> prior to implementing any new Incidental Charges (per TSA Section 10.5).
11. Representations and Warranties	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> GDOT of any breach of the representations and warranties in TSA Section 11.
	<p><u>SRTA Obligations:</u></p>

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TSA Article (1)	Intergovernmental Obligation (3)
12. Defaults and Remedies; Dispute Resolution; Termination	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to (where occurrence is not immediate and SRTA is aware prior to occurrence) or immediately upon the occurrence of any SRTA Default (per TSA Section 12.1). • <u>Consult – Joint Determination (TSA)</u>: on the preparation and submission of a Standstill Remedial Plan, and any consultation with the Developer in respect of a Standstill Remedial Plan, and any reporting in respect of the progress in carrying out the Standstill Remedial Plan (per TSA Section 12.2(a)-(h)) and on instituting any new Standstill Remedial Plan (per TSA Section 12.2(j)(i)) • <u>Notify (TSA)</u>: upon the commencement of any Standstill Continuation Period (per TSA Section 12.2(j)(ii)). <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT upon the occurrence of any TSA Developer Default (per TSA Section 12.3). • <u>Consult – Joint Determination (TSA)</u>: prior to pursuing any recovery of losses against the Developer (per TSA Section 12.4).
13. Special Provisions Concerning the Project Agreement	-
14. Recordkeeping, Inspections, and Audits	<u>SRTA Obligations:</u>

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TSA Article (1)	Intergovernmental Obligation (3)
<i>[Only for inclusion in IGA (Operating Period)]</i>	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to inspecting the Developer's records or accessing tolling and ETCS data (per TSA Section 14.1(a)(i)(A) and (iii)) and notify GDOT of the outcome of such inspection or access. • <u>Notify (TSA)</u>: provide GDOT any reconciliation files it provides to Developer (per TSA Section 14.1(b)(i)(B)) and any other SRTA records Developer accesses (per TSA Section 14.1(b)(i)(D)-(F)).
15. Miscellaneous	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA)</u>: prior to assigning the TSA or any Developer assignment of the TSA (per TSA Section 15.1) • <u>Consult – Joint Determination (TSA)</u>: prior to amending the TSA or waiving any term thereof (per TSA Section 15.2-15.3). • <u>Notify (TSA)</u>: of any change to the SRTA Authorized Representative (per TSA Section 15.5).
16. Exhibit A: Cash Collateral Trust Agreement Term Sheet	-
17. Exhibit B: Initial Designation of Authorized Representatives	-

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TSA Article (1)	Intergovernmental Obligation (3)
18. Exhibit C: Performance Standards	-
19. Exhibit D: SRTA Testing Obligations	-
20. Exhibit E: Cost to Collect Model	-

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SCHEDULE 7.6(f) –ADMINISTRATIVE PAYMENT CERTIFICATION (OPERATING PERIOD)

On [Month Day, Year], the Developer submitted an Authority Payment Request for the period of [MM/DD/YYYY] to [MM/DD/YYYY], with Monthly Payment Report(s) for this timeframe, backup materials, progress waivers, and other supporting documentation. Upon review and agreement of these materials, GDOT **APPROVES** payment to the Developer as follows:

(I) *Payments to Developer:* In accordance with Sections 30.4, 30.5 and 31 of the Project Agreement, the approved payments to the Developer this Month are as follows:

PAYMENTS TO DEVELOPER		
1.	Payments to Developer (<i>amount from Table 1, Subtotal of the Operating Period Monthly Payment Report</i>)	\$----
2.	Payments to Authority (<i>amount from Table 2, Subtotal of the Operating Period Monthly Payment Report</i>)	\$----
	Subtotal: Payment Amount authorized to be paid (line 1, minus line 2, above)	\$----
	Explanation of difference, if any, between requested and authorized amounts: []	

Total amount approved for payment this Month (*Subtotal of Section (I)*): \$----

STANDARD TERMS & CONDITIONS

GDOT certifies the following about the Authority Payment Request for the period of [MM/DD/YYYY] to [MM/DD/YYYY], including the Authority Payment Request and Monthly Payment Report(s), all schedules, backup materials, certifications, progress waivers, and other supporting documentation and materials provided by the Developer and the Developer’s Contractors, in connection therewith (collectively, the “**Developer’s Pay Estimate Request**”):

- (i) that other than as listed on Attachment 1 hereto, there are no claims for which GDOT has knowledge that Developer may assert;
- (ii) that the Developer has demonstrated that it is entitled to payment under the Project Agreement;
- (iii) that GDOT has independently reviewed the pending Authority Payment Request, accompanying Monthly Payment Report(s), and all other supporting documentation provided by the Developer, and either: (a) verified that the Developer is justly due payment in the amount requested, or (b) determined that the payment due to the Developer differs from the amount requested by the Developer, and has explained the basis for such difference(s) to SRTA in this form; and

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- (iv) that the amount indicated above is, to the best knowledge of GDOT, a true and correct statement of the amount due the Developer for the timeframe covered by the Authority Payment Request and that no part of the amount due hereunder has been previously approved and payment directed to be given by GDOT.

This Administrative Payment Certification is for the sole use of and reliance by SRTA in making payment as directed herein by GDOT when due under the Project Agreement. There shall be no third-party beneficiaries to this Administrative Payment Certification, including but not limited to the Developer, its Contractors, and their respective successors and assigns.

GEORGIA DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signatory

Name: _____

Title: _____

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Attachment 1 – Claims Asserted [*Exclude if No Claims Have been asserted*]

Notice of Claim	Description	Claimed Amount

SCHEDULE 2.3(b) – SRTA FUNDING OBLIGATIONS

1. Base SRTA Funding Obligations

(a) Tax-exempt GO Bonds; Taxable GO Bonds

- (i) Proceeds of State general obligation bonds previously issued by and through the Georgia State Financing and Investment Commission (“**GSFIC**”) if applicable, for the benefit of and allocable solely to the Bus Rapid Transit system related design, construction, engineering and right-of-way acquisition costs and expenses in respect of the Project (the “**BRT Funds**”) are committed to paying Future Transit Payments up to the Future Transit Payments Cap in accordance with the Project Agreement.
- (ii) SRTA shall make the BRT Funds available in the Public Contribution Account in the amounts required and at the frequency needed to satisfy SRTA’s obligation to pay Future Transit Payments under the Project Agreement.

(b) Guaranteed Revenue Bonds

- (i) \$60,000,000 of proceeds of the guaranteed revenue bonds issued by SRTA in July 2021, (the “**Guaranteed Revenue Bonds**”) are committed to satisfying SRTA's payment obligations in accordance with the Project Agreement.
- (ii) SRTA shall make the Guaranteed Revenue Bonds proceeds available in the Public Contribution Account in the amounts required and at the frequency needed to satisfy SRTA’s payment obligations in accordance with the Project Agreement.

2. Additional SRTA Funding Obligations

- (a) SRTA shall be responsible for additional funding obligations in respect of certain Authority Payment Obligations as described in Table 1 (Additional SRTA Funding Obligations) below (each an “**Additional SRTA Funding Obligation**”). Where Consult - Joint Determination is applicable, the Parties will comply with the procedures set out in Section 2(a)(iv) of **Schedule 7.1(a) (SRTA General Rights and Obligations)**.
- (b) SRTA shall use its best efforts to meet the Additional SRTA Funding Obligations. These efforts shall include seeking sources of funds for the Project which are additional to the sources of funds identified in Section 1 (Base SRTA Funding Obligations) above, to the fullest extent permitted by applicable law.

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Such funds may include funds of SRTA that have been allocated to or dedicated by SRTA expressly for the purpose of making payments to the Developer under the Project Agreement and the Tolling Services Agreement.

Where Consult - Joint Determination is applicable, SRTA's obligation to use its best efforts shall apply following the outcome of the Consult – Joint Determination.

Table 1: Additional SRTA Funding Obligations

#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
1.	Project Agreement - SRTA-Initiated Authority Change	<p>An Additional SRTA Funding Obligation may arise if SRTA wishes to initiate an Authority Change under the Project Agreement (including in respect of any change in the Project Standards applicable to the Tolling Work).</p> <p>The decision as to whether or not to proceed with the Authority Change and agreement in respect of the Additional SRTA Funding Obligation will be made by Consult - Joint Determination.</p>
2.	Project Agreement - GDOT-Initiated Authority Change impacting Tolling Work	<p>An Additional SRTA Funding Obligation may arise if GDOT wishes to initiate an Authority Change under the Project Agreement which includes enhancements to the Tolling Work.</p> <p>If it is agreed by Consult - Joint Determination that SRTA should assist with the relevant portion of the Authority Payment Obligation in respect of the Authority Change, then SRTA shall identify and agree additional funding to fund such portion as part of the Consult - Joint Determination.</p>
3.	Project Agreement – Developer Change impacting Tolling Work	<p>An Additional SRTA Funding Obligation may arise if the Developer has proposed a Developer Change under the Project Agreement which includes enhancements to the Tolling Work.</p> <p>If it is agreed by Consult - Joint Determination that SRTA should assist with the relevant portion of any Authority Payment Obligation in respect of the Developer Change, then SRTA shall identify and agree additional funding to fund such portion as part of the Consult - Joint Determination.</p>

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#	Authority Payment Obligation (1)	Additional SRТА Funding Obligation (2)
4.	Project Agreement - SRТА-Initiated Compensation Event	<p>An Additional SRТА Funding Obligation may arise if SRТА intends to take any action which may lead to a claim by the Developer for a Compensation Event under the Project Agreement.</p> <p>The decision as to whether or not to proceed with the action and agreement in respect of the Additional SRТА Funding Obligation will be made by Consult - Joint Determination.</p> <p>Without limiting the above, the Parties acknowledge that this Additional SRТА Funding Obligation may arise in respect of actions relating to the following Compensation Events:</p> <ul style="list-style-type: none"> • Authority-Caused Event (p) – suspension of Tolling; • Authority-Caused Event (r) – issuance of Directive Letter in respect of any SRТА-initiated Authority Change under 1. above; and • Authority-Caused Event (s) – Required Action taken by SRТА.
5.	Project Agreement - SRТА-Caused Compensation Event	<p>An Additional SRТА Funding Obligation shall arise if SRТА, or any SRТА Related Party, causes or contributes to a claim by the Developer for a Compensation Event under the Project Agreement which gives rise to an Authority Payment Obligation; provided that:</p> <ol style="list-style-type: none"> (a) the action leading to the claim has not been subject to Consult - Joint Determination in accordance with 4. above; and (b) such determination is not a result of GDOT's failure to perform its obligations in accordance with this Intergovernmental Agreement. <p>SRТА shall seek additional funding to fund any Authority Payment Obligation in respect of the Compensation Event to the extent that SRТА or any SRТА Related Party has caused or contributed to the relevant claim.</p> <p>Without limiting the above, the Parties acknowledge that this Additional SRТА Funding Obligation may arise in</p>

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#	Authority Payment Obligation (1)	Additional SRТА Funding Obligation (2)
		<p>respect of actions relating to the following Compensation Events:</p> <ul style="list-style-type: none"> • Authority-Caused Event (a) – material breach; • Authority-Caused Event (b) – violation of Applicable Law; • Authority-Caused Event (h) – failure to respond to Non-Discretionary Submittal where caused by SRТА's failure to provide instruction within the applicable time period for any Submittal for which SRТА has "SRТА Direct Comment" or "SRТА Acceptance" rights under Schedule 7.1(b) (SRТА Submittal Rights and Obligations); • Authority-Caused Event (l) – Authority Release of Hazardous Material for which SRТА is responsible in accordance with IGA Section 7.4; • Authority-Caused Event (u) – SRТА non-compliance or default under the TSA; and • Compensation Event (k) – delay in Governmental Approval caused by SRТА.
6.	Project Agreement - Monthly Payment Report Correction	<p>An Additional SRТА Funding Obligation shall arise if it is determined in accordance with PA Section 33.2 that there has been an underpayment in respect of any Authority Payment Obligation for which SRТА is required to seek additional funding in accordance with 1. to 5. above.</p> <p>SRТА shall seek additional funding for the amount of any such underpayment.</p>
7.	Project Agreement - DRB Costs	<p>An Additional SRТА Funding Obligation shall arise if a Dispute is referred to the D&C Dispute Review Board which was:</p> <ul style="list-style-type: none"> (a) initiated solely at the request of SRТА; or (b) initiated by Developer related only to the Tolling Work due to an act or omission of SRТА (excluding a TSA Dispute or Combined Dispute), <p>and for which reimbursement for DRB Costs becomes due to the Developer under the Project Agreement, SRТА shall seek additional SRТА funding (unless already identified) to fully fund such payment obligation.</p>

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#	Authority Payment Obligation (1)	Additional SRTA Funding Obligation (2)
8.	Tolling Services Agreement – Performance Security additional funding <i>[Operating Period IGA Only]</i>	If SRTA wishes to deposit an addition to the Performance Security under TSA Section 3.9(c), then SRTA shall seek additional funding to fully fund this. The decision to add additional funding by SRTA and the amount will be subject to Consult - Joint Determination (TSA).

SCHEDULE 3.1 – GDOT RESPONSIBILITIES

1. GDOT responsibilities as SRTA's Project Manager

In its capacity as SRTA's Project Manager and except with respect to the Authority Reserved Responsibilities, the Parties acknowledge and agree that GDOT shall:

- (a) Provide Project oversight and administration on behalf of SRTA, including:
 - (i) conducting reviews of Submittals,
 - (ii) carrying out oversight, monitoring, inspection and testing including with respect to the achievement of Services Commencement and Final Acceptance (during the transition from the D&C Period to the Operating Period), and satisfaction of the Handback Requirements,
 - (iii) reviewing, administering and making determinations in respect of any claims by the Developer, including with respect to Relief Events and Compensation Events,
 - (iv) reviewing, administering and making determination in respect of Quality Instances and Lane Closures including review of applicable Monthly Payment Reports,
 - (v) administering all Authority Changes and Developer Changes, including making determinations on behalf of SRTA with respect thereto,
 - (vi) administering any indemnity claims against the Developer and insurance claims (including in respect of Third Party Claims), including making determinations on behalf of SRTA with respect thereto,
 - (vii) administering SRTA's termination rights with respect to any Developer Default (but not issuing an Authority Termination Notice under the Project Agreement), including making determinations on behalf of SRTA with respect thereto;
 - (viii) calculating the amount of any Termination Sum; and
- (b) Administer communications with the Developer, including:
 - (i) receiving all notices, reports, analysis, surveys, invoices, studies, plans and all Submittals to be delivered by the Developer with respect to the Project (but without limiting the Developer's obligation to provide copies of notices directly to SRTA in accordance with Section 72.10 (Notices and Communications) of the Project Agreement); and

- (ii) giving, making or directing all required decisions, approvals, acceptances and instructions to the Developer on behalf of SRТА; and
- (c) Respond to:
 - (i) all notices and requests to be delivered to SRТА with respect to the Performance Bond or the Payment Bond and the contract status of the Project Agreement; and
 - (ii) any other requests that would normally be handled by a project manager.
- (d) Perform SRТА’s responsibilities under the Project Agreement and the Lenders Direct Agreement (to the fullest extent legally permissible and at all times subject to the Authority Reserved Responsibilities), including with respect to acquisition of right of way Parcels, Governmental Approvals (except any Governmental Approvals with respect to the Authority Reserved Responsibilities) and Hazardous Materials Management.

2. GDOT responsibilities to notify, consult and obtain consent in respect of Project Agreement responsibilities

In accordance with Schedule 7.1(a) (SRТА General Rights and Obligations) herein, in exercising or performing the relevant Project Agreement duty, role or responsibility as SRТА’s Project Manager, GDOT has additional obligations in respect of certain specified Project Agreement duties, roles or responsibilities.

3. Additional GDOT responsibilities in respect of the Project

GDOT hereby covenants and agrees (in its capacity as SRТА’s Project Manager or in its own capacity, as applicable) to:

- (a) make available to SRТА, at the same time that these Submittals are made available to GDOT reviewers, any Submittals made by the Developer in connection with the construction, operations (inclusive of tolling) and maintenance of the Project which are shown as being subject to SRТА review in accordance with Schedule 7.1(b) (SRТА Submittal Rights and Obligations);
- (b) comply with, or cause the Developer to comply with, the Federal Highway Administration (Georgia Division Office) Stewardship and Oversight Agreement on Project Assumption and Program Oversight by and between the Federal Highway Administration, Georgia Division and GDOT, effective as of May 29, 2015 (the “**FHWA Stewardship and Oversight Agreement**”), as renewed or amended from time to time;
- (c) comply with and enforce the terms and conditions applicable to all agreements from Governmental Entities providing financing or other support in furtherance of the Project, which agreements shall include but are not limited to (i) the BRT

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- Memorandum of Understanding (as it relates to the application and use of BRT Funds), (ii) the INFRA Grant Funding Documents (as it relates to the application and use of INFRA Grant Funds) and (iii) the agreements with respect to the Local Funds;
- (d) (i) perform and have financial responsibility for Authority Retained Maintenance Work with respect to the Project, (ii) retain responsibility for any maintenance obligations for any Work in respect of Non-Developer Maintained Elements, and (iii) retain responsibility for any other aspects of the Project which are not SRTA Rights and Obligations; and

GDOT further covenants and agrees that it will (in its capacity as SRTA's Project Manager or in its own capacity, as applicable):

- (e) execute, to the extent GDOT is a party to such documents, the Effective Date Documents, the GDOT Agreements, the Memorandum of Understanding, and Financial Closing Documents (per PA Section 5.2(l) and (m) and PA Section 5.3(k)(i)); [*D&C Period IGA Only*]
- (f) certify the representations and warranties of GDOT (per PA Section 5.2(n) and 5.3(l)); [*D&C Period IGA Only*]
- (g) deliver the legal opinion and bringdown in respect of GDOT (per PA Sections 5.2(o) and 5.3(m)); [*D&C Period IGA Only*]
- (h) provide disclosure information about GDOT and customary certifications and continuing disclosure agreements to the extent required (per PA Section 5.3(j)); [*D&C Period IGA Only*]
- (i) issue on behalf of the Authority a confirmation that the GDOT Agreements and Memorandum of Understanding have not been amended without Developer and Lender Consent (other than an MOU renewal), and deliver updated copies of the GDOT Agreements and the Memorandum of Understanding to the Developer (per PA Section 5.3(k)(ii)); [*D&C Period IGA Only*]
- (j) issue on behalf of the Authority the confirmation of funding sources committed to the Project (per PA Section 5.3(k)(iii)); [*D&C Period IGA Only*]
- (k) undertake an administrative review with Parcel Owners of any relevant right of way Parcels, as and to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]
- (l) execute an Option Agreement with a Parcel Owner to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]
- (m) comply with, cause the Authority Related Parties (other than SRTA and the SRTA Related Parties) to comply with, and use reasonable efforts to cause the Interface Third Parties and Utility Owners to comply with the applicable requirements of

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- Section 6.8 (Access and Inspection Rights for the Authority, GDOT and Other Persons) of the Project Agreement;
- (n) exercise its condemnation powers as and to the extent required by Article 6 (Right of Way) of the Project Agreement; [*D&C Period IGA Only*]
 - (o) obtain all Provided Environmental Approvals, and conduct any re-evaluation, assessment or supplement to any Provided Environmental Approvals to the extent required by Article 7 (Governmental Approvals) of the Project Agreement; [*D&C Period IGA Only*]
 - (p) perform all obligations in connection with obtaining, revising, modifying, supplementing, renewing or extending Governmental Approvals, including Authority Retained Environmental Responsibilities, pursuant to Article 7 (Governmental Approvals) of the Project Agreement;
 - (q) refrain from conducting formal prior reviews of Design Documents, except to the extent necessary or advisable to comply with FHWA, U.S. Army Corp of Engineers or other applicable federal agency requirements; [*D&C Period IGA Only*]
 - (r) in accordance with IIA §11508(b) and 49 U.S.C §116(e)(3)(a)(iii) and as contemplated in PA Section 9.3(e)(Oversight by Authority and GDOT for FHWA and Federal Compliance) shall: [*Operating Period IGA Only*]
 - (i) within three years of the date that the Project opens to traffic (Services Commencement Date), conduct a review of the compliance of the Developer with the terms of the Project Agreement and shall certify to the Secretary of the U.S. Department of Transportation ("DOT") as to one of the following:
 - (1) that the Developer is in full compliance with the terms of the Project Agreement; or
 - (2) that the Developer has not met one or more of the terms of the Project Agreement, including a brief description of each such violation of the Project Agreement; and
 - (ii) make publicly available the certification, as referred to above, in a form that does not disclose any proprietary or confidential business information;
 - (s) perform all obligations in connection with coordinating with Utility Owners, obtaining the cooperation of Utility Owners, granting New Interests to Utility Owners and issuing utility permits pursuant to Article 13 (Utilities) of the Project Agreement;
 - (t) perform all obligations in connection with coordinating with MARTA, City Parties, Encroachment Permit Holders, Top End Developer (if applicable) and Broadband

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- OMC Contractor (if applicable) pursuant to Article 14 (Third Parties) of the Project Agreement and grant to SRTA rights equivalent to those contained in certain sections of the MARTA Agreement and City Party Agreements (each as defined in the Project Agreement) to enable SRTA to grant corresponding rights to the Developer as specified in Article 14 (Third Parties) of the Project Agreement;
- (u) provide copies of Encroachment Permits and perform all obligations in connection with obtaining the cooperation of Encroachment Permit Holders pursuant to Article 14 (Third Parties) of the Project Agreement;
 - (v) perform all obligations in connection with TMC/ITS handover and coordination pursuant to Section 21.9 (TMC/ITS Handover and Coordination) of the Project Agreement; [*D&C Period IGA Only*]
 - (w) prepare an updated Traffic Noise Model, and prepare and submit to FHWA a Noise Addendum (per PA Sections 50.13(d) and 51.9(c)); and
 - (x) provide information about GDOT related to the Project as may be required pursuant to Section 57.4 (Financial Reporting) of the Project Agreement.

SCHEDULE 7.1(a) – SRTA GENERAL RIGHTS AND OBLIGATIONS

Part A: Authority Reserved Responsibilities and Intergovernmental Obligations

1. Authority Reserved Responsibilities under the Project Agreement

(a) The Parties acknowledge and agree that:

- (i) the Authority Reserved Responsibilities are as set out in column (2) of Table 2-1 (Project Agreement Responsibilities Matrix) and repeated in Exhibit 2 (Authority Reserved Responsibilities) of the Project Agreement;
- (ii) in accordance with the terms of the Project Agreement, with respect to any Authority Reserved Responsibility, the Developer may only rely on an act, notice or statement provided directly by SRTA to the Developer and may not rely on an act, notice or statement of GDOT; and
- (iii) GDOT as SRTA's Project Manager, shall undertake each and every duty, role and responsibility of SRTA as set out in the Project Agreement which is not stated to be an Authority Reserved Responsibility in column (2) of Table 2-1 (Project Agreement Responsibilities Matrix).

2. Obligations to Notify, Consult, Receive Direction or reach a Joint Determination

- (a) In exercising or performing certain specified Project Agreement duties, roles or responsibilities as SRTA's Project Manager, the Parties acknowledge and agree that GDOT shall owe additional obligations to SRTA as set out in column (3) of Table 2-1 (Project Agreement Responsibilities Matrix) (subject to Section 2(b) below). Each such obligation is an obligation to either "Notify", "Consult", "Consult – Receive Direction", or "Consult - Joint Determination" as follows:
 - (i) **"Notify"** meaning:
 - (1) GDOT shall notify SRTA in writing of the relevant Project Agreement activity occurring (e.g. by providing a copy of a notice or document submitted by Developer).
 - (ii) **"Consult"** meaning:

- (1) GDOT shall notify SRTA in writing, and consult and coordinate with SRTA regarding the relevant Project Agreement activity.
- (2) Such consultation shall involve discussions between the SRTA Authority Representative and the GDOT Authority Representative (or their designees) such that SRTA is able to provide, and GDOT shall consider, SRTA's input in determining the course of action, response or decision to be taken with respect to the relevant Project Agreement activity.
- (3) Following such consultation, GDOT will determine and as SRTA's Project Manager implement any required action relating to the relevant Project Agreement activity and notify SRTA in writing of such action implemented.

(iii) **"Consult - Receive Direction"** meaning:

- (1) GDOT shall notify SRTA in writing, and GDOT and SRTA will consult and coordinate regarding the relevant Project Agreement activity as set forth in Section 2(a)(ii)(2) above.
- (2) Following such consultation, GDOT as SRTA's Project Manager will implement SRTA's direction (subject to (3)) and notify SRTA in writing of such direction implemented.
- (3) If, in GDOT's view, SRTA's direction could have a detrimental effect on other aspects of the Project or the State transportation network, the item will be elevated for determination by the Chief Engineer of GDOT and the Chief Engineer of SRTA (or their designees).

(iv) **"Consult - Joint Determination"** meaning:

- (1) GDOT shall notify SRTA in writing, and consult and coordinate with SRTA regarding the relevant Project Agreement activity, to make a joint determination as to:
 - (A) the recommended action to be taken;
 - (B) whether or not an Additional SRTA Funding Obligation is required (per Schedule 2.3(b) (SRTA Funding Obligations)) in respect of the recommended action;

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- (C) to the extent that there is any Additional SRTA Funding Obligation required (as referred to in (B) above), the amount of the Additional SRTA Funding Obligation required (as referred to in (B) above) as a result of the recommended action;
 - (D) to the extent that there is any Additional SRTA Funding Obligation required (as referred to in (B) above), whether SRTA has demonstrated that funding sources are available to fund the obligation; and
 - (E) whether to proceed with the recommended action.
- (2) Consult and coordinate discussions shall start with the SRTA Authority Representative and the GDOT Authority Representative (or their designees), and may be elevated as required for expedited determination by the Chief Engineer of GDOT and the Chief Engineer of SRTA (or their designees).
- (3) If there is an Additional SRTA Funding Obligation (as determined pursuant to (1)(B) above) and SRTA has not demonstrated that sufficient funding sources are available (as determined pursuant to (1)(D) above), then GDOT will determine and, as SRTA's Project Manager, implement any required action relating to the relevant Project Agreement activity and notify SRTA in writing of such action implemented.
- (4) If:
- (A) there is an Additional SRTA Funding Obligation (as referred to in (1)(B) above) and the funding sources are determined to be available (as referred to in (1)(C) above); or
 - (B) it is determined that there is no Additional SRTA Funding Obligation (as referred to in (1)(B) above),
- then:
- (aa) GDOT, as SRTA's Project Manager, shall implement any action as jointly determined; and

(bb) SRTA shall make payments in respect of the Additional SRTA Funding Obligation (if any) into the Public Contribution Account in such amounts and within such time to enable SRTA to comply with the payment obligations set forth in the Project Agreement.

(b) In the event that:

- (i) GDOT, as SRTA's Project Manager, reasonably believes that the Authority will fail to comply with an obligation under the Project Agreement in accordance with any applicable time period for such obligation, due to an inability of SRTA and GDOT to reach a "Joint Determination"; or
- (ii) an Emergency occurs,

then GDOT shall be authorized to determine the course of action to be taken and, as SRTA's Project Manager, implement and notify SRTA in writing of the same. Following any such action, if there remain any issues for resolution between SRTA and GDOT in relation to the action taken, resolution of such issues may be elevated to the Chief Engineer of GDOT and the Chief Engineer of SRTA (or their designees) by either Party.

Table 2-1 (Project Agreement Responsibilities Matrix)

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
1. Definitions and Interpretation	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before determining the provisions that take priority in the event of an ambiguity (per PA Section 1.2(f)) in respect of any provision: <ul style="list-style-type: none"> ○ that is an Authority Reserved Responsibility; or

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ○ for which there is a "Consult - Receive Direction" or "Consult - Joint Determination" obligation, as set out in this table.
2. Project Administration	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> • To appoint GDOT as the Authority's agent and project manager (per PA Section 2.1). 	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Consult:</u> regarding any notice from the Developer of uncertainty as to an Authority Reserved Responsibility or authority of a representative (per PA Section 2.4(b)-(d)). • <u>Consult - Receive Direction:</u> to designate or change the SRTA Authority Representative (per PA Section 2.5(a)(ii) and (e)). • <u>Notify:</u> SRTA of any designation or change in the GDOT Authority Representative (per PA Section 2.5(a)(ii) and (e)) or additional exemption to their Authority (per PA Section 2.5(f)(x)).
3. Grant of Concession	-	-
4. Meetings and Partnering	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of attendance, agenda and scheduling where the subject of a meeting is an Authority Reserved Responsibility or is directly related to Tolling Work (per PA Section 4).

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
<p>5. Contract Term and Effectiveness</p> <p><i>[D&C Period IGA Only]</i></p>	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> • Sign the written agreement to the Project Agreement to incorporate the Project Agreement Amendment (in respect of adjustments due to the Financial Model Closing Protocol) (per PA Section 5.4(f)). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before confirming satisfaction of (or waiving) the following conditions precedent to the Effective Date: <ul style="list-style-type: none"> ○ delivery of the Tolling Services Agreement (per PA Section 5.2(a)(iii)); and ○ delivery of any O&M Contractor Direct Agreement and/or any O&M Contract which relates to the Tolling Work (per PA Section 5.2(a)(v) and (vi)). • <u>Consult:</u> with SRTA before confirming satisfaction of (or waiving) the following conditions precedent to the Effective Date: <ul style="list-style-type: none"> ○ delivery of the Initial Performance Bond and Initial Payment Bond (per PA Section 5.2(a)(ii)) ○ delivery of the Developer legal opinions (per PA Section 5.2(h)). • <u>Consult - Joint Determination:</u> before confirming satisfaction of (or waiving) the following condition precedent to Financial Close: <ul style="list-style-type: none"> ○ delivery of the Lenders Direct Agreement in the required form (per PA Section 5.3(a)(ii)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult:</u> with SRTA before confirming satisfaction of (or waiving) the following conditions precedent to the Financial Closing Date: <ul style="list-style-type: none"> ○ delivery of the Performance Security (per PA Section 5.3(a)(i)) ○ delivery of the Developer legal opinions (per PA Section 5.3(e)). ○ delivery of any certificates of insurances or copies of binders of Insurance Policies that require SRTA to be named as an additional or named insured under the Project Agreement (per PA Section 5.3(h)). • <u>Consult:</u> with SRTA before extending the Financial Closing Deadline (per PA Section 5.4(h)). • <u>Notify:</u> GDOT to provide SRTA with a copy of the executed certificate specifying the Financial Closing Date (per PA Section 5.4(f)).
6. Right of Way <i>[D&C Period IGA Only]</i>	<u>Authority Reserved Responsibility:</u> <ul style="list-style-type: none"> • The obligation to grant the access rights to the relevant property as referred to in PA Article 6 (following grant of equivalent rights from GDOT to SRTA under the Estate for Years). 	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
7. Governmental Approvals	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult– Joint Determination:</u> with SRTA prior to accepting or rejecting any Alternative Design Concept under PA Section 7.6(a)(ii) that is in respect of the Tolling Work.
8. Submittal Review	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to deliver to SRTA all Submittals as set out in <u>IGA Schedule 7.1(b) (Submittal Requirements)</u> promptly following receipt. • <u>Consult:</u> to receive SRTA's review and comments for consideration, and to consult on whether such comments will be passed on to the Developer, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and Obligations) as being for "SRTA Comment" ("SRTA Comment Submittals"). • <u>Consult - Receive Direction:</u> to receive SRTA review and acceptance, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and Obligations) as being for "SRTA Direct Comment" ("SRTA Direct Comment Submittals"). • <u>Consult - Receive Direction:</u> to receive SRTA review and acceptance, for those submittals shown in IGA Schedule 7.1(b) (SRTA Submittal Rights and

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Obligations) as being for "SRTA Acceptance" ("SRTA Acceptance Submittals").</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> with SRTA in respect of any updates to the Submittal Requirements Database submitted by the Developer in respect of SRTA Acceptance Submittals, SRTA Comment Submittals, Joint Determination Submittals or newly proposed Submittals related to Tolling Work.
9. Authority Oversight		<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of decisions related to the Authority's exercise of its right to conduct monitoring, reviewing, inspection, testing, reporting, auditing and other oversight functions, with respect to oversight of the Tolling Work (per PA Article 9.1), except as provided otherwise in this Table 2-1 (Project Agreement Responsibilities Matrix).
10. Independent Quality Assurance	-	-
11. Limitations on Developer's Right to Rely	-	-
12. Community Outreach and	-	<u>GDOT Obligation:</u>

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Public Information		<ul style="list-style-type: none"> • <u>Consult:</u> with SRTA on oversight on the Developer's implementation of the O&M Management Plan (Version 2), in respect of public information and communications regarding tolling customer service and/or tolling experience. • <u>Consult – Joint Determination:</u> on decisions and issues involving the Developer’s implementation of the O&M Management Plan (Version 2) , in respect of public information and communications regarding regional tolling communication and messaging.
13. Utilities	-	-
14. Third Parties	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> in respect of negotiation of any supplemental agreement in relation to Future Transit Work (per PA Section 14.1(d)). • <u>Consult:</u> before issuing the notice to the Developer to commence the Top End Configuration Work and when providing updates to the Developer in respect of the planned services commencement date for the Top End Express Lanes Project (per PA Section 14.4(a) and (c)). • <u>Consult:</u> regarding any request for cooperation/coordination from the Developer in respect of a dispute between SRTA/GDOT and any Interface

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		Third Party (per PA Section 14.8) in respect of the Tolling Work.
15. Hazardous Materials	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> to the extent the Authority Release of Hazardous Materials by SRTA or a SRTA Related Party constitutes a Compensation Event, in accordance with Row 48 (Compensation Events) below.
16. Subsurface Conditions <i>[D&C Period IGA Only]</i>	-	-
17. Design and Construction <i>[D&C Period IGA Only]</i>	-	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA prior to issuing NTP1, NTP2 or NTP3 (per PA Section 17.5-17.7). • <u>Notify:</u> SRTA prior to exercising the right to suspend D&C Work <i>other than</i> Tolling Work (per PA Section 17.8). • <u>Consult - Joint Determination:</u> in respect of exercising the right to suspend D&C Work (per PA Section 17.8) that is Tolling Work.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult - Receive Direction</u>: as to whether SRTA intends to witness any inspection and test activity specifically in respect of Tolling Work (per PA Section 17.9(a)) (provided that whether SRTA elects to attend or not, this shall not prohibit GDOT from attending). • <u>Consult - Joint Determination</u>: in respect of concluding that the outcome of any inspection or test is that Tolling Work is found to be Nonconforming Work or to have failed to meet the requirements of the PA (per PA Section 17.9(e) and (f)). • <u>Consult - Joint Determination</u>: in respect of the right to request Work to be uncovered or tests to be performed (per PA Section 17.9(b) and (d)) in respect of Tolling Work.
18. Services Commencement and Final Acceptance	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA of the written certificate that the Developer has achieved Services Commencement (per PA Section 18.1(a)) and Final Acceptance (per PA Section 18.2(a)). • <u>Notify</u>: GDOT to provide a copy to SRTA of the D&C Closeout Plan and updates to the SC List and the FA List, promptly upon receipt (per PA Section 18.1(b)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA of the Notice of Anticipated SCD (per PA Section 18.1(c)) and of the notice in advance of the anticipated Final Acceptance Date (per PA Section 18.2(c)), promptly upon receipt. • <u>Consult – Joint Determination</u>: on accepting or rejecting any request from the Developer to achieve Services Commencement Date earlier than the Anticipated SCD (per PA Section 18.1(c)). • <u>Consult</u>: with SRTA in respect of attendance at conditions precedent meetings (per PA Section 18.1(e)(i)) and at inspections and tests to confirm satisfaction of the conditions to Services Commencement other than those referred to below (per PA Section 18.1(e)(ii)) and inspections and tests to confirm satisfaction of the conditions to Final Acceptance other than those referred to below (per PA Section 18.2(d)(ii)). • <u>Consult - Receive Direction</u>: as to whether SRTA attends inspections and tests to confirm satisfaction of the condition precedent to Services Commencement (per PA Section 18.1) that all ETCS equipment being installed and functional (per PA Exhibit 11, Part A, (c)) (provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> before: (i) conducting and confirming satisfaction of the testing requirements specified in Section 21 of the Technical Provisions and (ii) confirming satisfaction of or waiving the condition precedent that all ETCS equipment is installed and functional (per PA Exhibit 11, Part A, (c)). • <u>Consult - Receive Direction:</u> as to whether SRTA attends inspections and tests to confirm satisfaction of the condition precedent to Final Acceptance (per PA Section 18.2) that performance testing of the ETCS is satisfactorily complete (per PA Exhibit 11, Part B(c)) (provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending). • <u>Consult - Joint Determination:</u> before confirming satisfaction of or waiving the condition precedent to Final Acceptance that performance verification testing of the ETCS is satisfactorily complete (per PA Exhibit 11, Part B(c)). • <u>Consult - Joint Determination:</u> for any Tolling Work to be included in the FA List (per PA Section 18.1(b), and 18.1(e)(iii)).
19. Returned Assets	-	-

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
20. Correction of Non-conforming Work	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide SRTA with any notice from the Developer in respect of any Tolling Work that is found to be Nonconforming Work (per PA Section 20.2). • <u>Consult – Joint Determination:</u> in respect of the identification of Tolling Work that is Nonconforming. • <u>Consult – Joint Determination:</u> in respect of any action with respect to Tolling Work that is found to be Nonconforming Work in order to notify the Developer (per PA Section 20.2(b)). • <u>Consult - Receive Direction:</u> in respect of accepting any NCR disposition and agreeing any related amount to be paid by the Developer, in relation to Nonconforming Work that is Tolling Work (per PA Section 20.3).
21. Operations and Maintenance	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> regarding the implementation of any Project Standard Change or O&M Standard Change applicable to the Tolling Work (per PA Section 21.3). • <u>Consult – Joint Determination:</u> regarding whether to propose an Authority Change to bring forward Work in respect of a Non-Discriminatory O&M Standard

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Change regarding Tolling Work (per PA Section 21.3(c)(iv)).</p> <ul style="list-style-type: none"> • <u>Consult - Receive Direction:</u> as to whether SRTA intends to witness any inspections in relation to O&M Work that is Tolling Work (per Section 21.6(a)(ii)) (provided that whether SRTA elects to attend or not, this does not prohibit GDOT from attending). • <u>Notify:</u> GDOT to provide copies to SRTA of the O&M Work Reports, Annual O&M Work Reports (per PA Section 21.6(b)) and any reports in respect of Major Maintenance in respect of Tolling Work (per PA Section 21.7(c)) following receipt from the Developer. • <u>Notify:</u> SRTA prior to any exercise of the right to suspend O&M Work <i>other than</i> in respect of Tolling Work (per PA Section 21.10). • <u>Consult - Joint Determination:</u> prior to any exercise of the right to suspend O&M Work that is Tolling Work (per PA Section 21.10).
22. Policing, Security, Safety and UAS	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute an intergovernmental agreement with the Georgia Department of Public Safety if 	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in relation to the negotiation and agreement on the terms of the intergovernmental agreement between SRTA and

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	requested by the Developer (per PA Section 22.2).	<p>Georgia Department of Public Safety negotiated at the request of the Developer (per PA Section 22.2).</p> <ul style="list-style-type: none"> • <u>Consult – Receive Direction:</u> in relation to calculation of any reimbursement amounts due from the Developer, for invoices from the Georgia Department of Public Safety (per PA Section 22.2).
<p>23. Handback</p> <p><i>[Operating Period IGA Only]</i></p>	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of each Handback Report received (per PA Section 23.3(a)). • <u>Consult – Joint Determination:</u> regarding any notice from the Developer requesting withdrawal of amounts from the Handback Reserve Account during the Term (per PA Section 23.4) in respect of Major Maintenance for Tolling Work. • <u>Consult - Joint Determination:</u> in relation to the Tolling Work, regarding any amounts to be paid out of the Handback Reserve Account or drawn upon under the Handback Letter of Credit on the Termination Date to address the Handback Requirements in respect of Major Maintenance for Tolling Work (per PA Section 23.7).
<p>24. Tolling of the Express Lanes</p>	<u>Authority Reserved Responsibilities:</u>	<u>GDOT Obligation:</u>

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
<i>[Operating Period IGA Only]</i>	<ul style="list-style-type: none"> • To negotiate and execute a violations processing services agreement (if any) (per PA Section 24.3(c)). • To receive any Civil Penalty awarded by OSAH (per PA Section 24.3(b)(iii)). 	<ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> on the exercise of oversight of the Developer's compliance with PA Section 24.1 and 24.2. • <u>Consult – Receive Direction:</u> in relation to calculation of any reimbursement amounts due from the Developer, for invoices from the Special Assistant Attorney General (per PA Section 24.3(b)(ii)(D)).
25. Suspension of Tolls <i>[Operating Period IGA Only]</i>	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> prior to suspending tolling (per PA Section 25.1).
26. Tolling Services Agreement	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> • To execute the Tolling Services Agreement. 	
27. User Privacy	-	<u>GDOT Obligation:</u> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> on the exercise of oversight of the Developer's compliance with PA Section 27.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
28. ETCS Equipment Enhancements	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> To determine, administer and oversee any required ETCS Equipment Enhancements (per PA Section 28(a)) (other than Major ETCS Equipment Enhancements (per PA Section 28(c))). 	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> <u>Consult – Joint Determination:</u> prior to providing any written notice of any Major ETCS Equipment Enhancements (per PA Section 28(c)).
29. Unplanned Revenue Impacting Facilities	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> <u>Notify:</u> GDOT to provide a copy of a claim for any Unplanned Revenue Impacting Facility Event (per PA Section 29.2).
30. Authority Payments	-	-
31. Developer Payments	-	<ul style="list-style-type: none"> -
32. Monthly Payment Reports	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> <u>Consult – Joint Determination:</u> regarding disputing as inaccurate or non-compliant any part of the Monthly Payment Report that concerns a payment that is to be divided between SRTA and GDOT pursuant to

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Schedule 2.1(b) (Payments from Project Receipts Account) of this IGA (per PA Section 32.2).</p> <ul style="list-style-type: none"> • <u>Consult - Receive Direction:</u> regarding disputing as inaccurate or non-compliant any part of the Monthly Payment Report that concerns a payment that is solely due to SRTA pursuant to pursuant to Schedule 2.1(b) (Payments from Project Receipts Account) of this IGA (per PA Section 32.2).
33. Payments	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • Payment of any undisputed Authority Payment Request and any interest on late payment (per PA Sections 33.1 and 33.4). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA of the amount of any undisputed Authority Payment Request and any interest on late payments (per PA Sections 33.1 and 33.4) following GDOT's certification of such amount in accordance with IGA Section 7.6 (GDOT Administrative Payment Certifications; SRTA Reserved Payment Obligations). • <u>Consult - Receive Direction:</u> regarding any Monthly Payment Report correction in relation to a payment that is due to SRTA pursuant to pursuant to Schedule 2.1(b) (Payments from Project Receipts Account) of this IGA (per PA Section 33.2).
34. Noncompliance Events	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA of any Developer QI Notice (per PA Section 34.2 (a)) and any Developer QI Rectification Notice (per PA Section 34.4(a)) in respect of the

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50.</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in respect of issuing any Authority QI Determination (per PA Section 34.2 (d)) or Authority QI Notice (per PA Section 34.3(a)) or Authority QI Rectification Determination (per PA Section 34.4(d)) in respect of the Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50. • <u>Consult - Joint Determination:</u> in respect of granting any relief in respect of Noncompliance Points and Noncompliance Events in respect of the Quality Instances set out in Exhibit 17, Table 17.2, items 2.29, 2.43, 2.44, 2.45, and 2.50. (per PA Section 34.2(d)). • <u>Consult - Joint Determination:</u> in respect of commencing any increased monitoring that would result in increased or additional costs for SRТА (per PA Section 34.7(a)-(d)).
35. Lane Closures	-	-
36. Contractors and Key Personnel	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide SRТА with a copy of any O&M Contractor Direct Agreement and any Key Contract, in each case in respect of Tolling Work, and

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>any TSI Contract, as provided by the Developer (per PA Section 36.1(c) and (d)).</p> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA prior to giving written consent to: <ul style="list-style-type: none"> ○ the identity of any Key Contractors, or Independent Quality Firm(s) not known as of the Effective Date, in respect of Tolling Work (per PA Section 36.4(c); and ○ an amendment, variation, change, termination, substitution or replacement in respect of a Key Contract or IQF Contract in respect of Tolling Work (per PA Section 36.4(b)(iii)). • <u>Consult – Joint Determination:</u> with SRTA prior to giving written consent to: <ul style="list-style-type: none"> ○ the identity of any TSI Contractor not known as of the Effective Date (per PA Section 36.4(c); and ○ an amendment, variation, change, termination, substitution or replacement in respect of a TSI Contract (per PA Section 36.4(b)(iii)). • <u>Consult - Joint Determination:</u> prior to giving written consent to replacement of the Toll Operations Manager (per PA Section 36.9).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: upon the exercise of any rights under PA Section 36.10 (Required Personnel) following notification of replacement of the Tolling Commercial Manager. • <u>Consult</u>: upon the exercise of any rights under PA Section 36.10 (Required Personnel) following notification of replacement of the following Required Personnel position: <ul style="list-style-type: none"> ○ the Tolling Technology Manager (TTM); ○ ETCS Software Lead; ○ ETCS Test Manager; ○ Toll System Integration (TSI) Manager; ○ ITS and Tolling Design Manager (ITDM); and ○ ITS and Tolling Construction Manager (ITCM).
37. Federal and State Law Requirements	-	<p><u>GDOT Obligation</u>:</p> <ul style="list-style-type: none"> • <u>Consult – Receive Direction</u>: regarding assistance requested by SRTA from the Developer with respect to any reporting requirements relating to the Tolling Work (per PA Section 37.3).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
38. Labor Standards	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult:</u> prior to exercise of the right to require the Developer remove or prohibit an individual from performing Work in relation to Tolling Work (per PA Section 38).
39. Ethical Standards	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of the Developer's ethical standards policy promptly following receipt (per PA Section 39(b)).
40. Non-Discrimination; Equal Employment Opportunity	-	-
41. Disadvantaged Business Enterprise	-	<p>GDOT Obligation:</p> <ul style="list-style-type: none"> • <u>Consult:</u> prior to providing written consent allowing for the termination or substitution of a DBE Contractor performing the Tolling Work (per PA Section 41.3(f)).
42. Job Training Program	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
43. Prevailing Wages	-	-
44. Prompt Payment and Retainage	-	-
45. Prohibited Person Certifications	-	-
46. Delays	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide a copy to SRTA of any delay notice from the Developer, promptly following receipt (per PA Section 46.1(a)) and any ongoing disclosure (per PA Section 46.2(a)). • <u>Consult:</u> in respect of reasonably requesting information in respect of a delay that will affect the Tolling Work (per PA Section 46.2(b)).
47. Relief Events		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to notify SRTA of receipt of any Initial Relief Event Notice and Detailed Relief Event Notice (per PA Section 47.1 and 47.2). • <u>Consult:</u> in respect of the assessment of any Detailed Relief Event Notice and the issuance of a Relief Event

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Determination (per PA Sections 47.2 and 47.5) in respect of an event affecting or arising from the Tolling Work or clause (u) of "Authority-Caused Event" in respect of the Tolling Services Agreement.</p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to provide copies of the issuance of a Relief Event Determination in respect of any event other than an event affecting or arising from the Tolling Work or clause (u) of "Authority-Caused Event" in respect of the Tolling Services Agreement as referred to above.
<p>48. Compensation Events</p>		<p><u>GDOT Obligations:</u></p> <p><u>Notify:</u> GDOT to notify SRTA of receipt of any Initial Compensation Event Notice and Detailed Compensation Event Notice (per PA Section 48.1 and 48.2) and in respect of any Compensation Event Determination unrelated to Tolling Work or an Additional SRTA Funding Obligation (per PA Section 48.6).</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> prior to agreeing that a Compensation Event has occurred for the purpose of determining an Interim CE Payment (per PA Section 48.7(a)(iii)(A)) in respect of: (i) an event affecting or arising from the Tolling Work or (ii) an event that may give rise to an Additional SRTA Funding Obligation per IGA Exhibit 2.3(b), Item 4 or 5.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in respect of the assessment (including any Compensation Amount) of any Detailed Compensation Event Notice (per PA Section 48.2) and the issuance of a Compensation Event Determination (per PA Section 48.6) in respect of: (i) an event affecting or arising from the Tolling Work or (ii) an event that may give rise to an Additional SRTA Funding Obligation per IGA Exhibit 2.3(b), Item 4 or 5. • <u>Notify:</u> SRTA of the amount of any Compensation Amount (per PA Section 48.9) or Interim CE Payment (per PA Section 48.7) payable.
49. Change in Law	-	<p><u>GDOT Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> in respect of any issuance or receipt of a notice of a Change in Law directly affecting the Tolling Work, and any discussions or agreement as to how to mitigate the effect of such Change in Law (per PA Section 49.2)).
50. Authority Changes		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> of the decision to proceed with any Detailed Change Proposal (per PA Section 50.5) or issue a Directive Letter (per PA Section 50.11), if the same <i>does not</i> concern: (i) changes to the Tolling Work; (ii) result in an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)); or (iii) increase SRTA’s cost in

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>performing the services under the Tolling Services Agreement.</p> <ul style="list-style-type: none"> • <u>Consult:</u> prior to: <ul style="list-style-type: none"> ○ any issuance of an Authority Request for Change Proposal initiated by GDOT in respect of the Tolling Work (per PA Section 50.1) which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement; ○ any decision to proceed, withdraw or dispute any Detailed Change Proposal with respect to such Request for Change Proposal (per PA Section 50.5); or ○ issuance of any Directive Letter with respect to such Request for Change Proposal (per PA Section 50.11). • <u>Consult - Joint Determination:</u> prior to <ul style="list-style-type: none"> ○ any issuance of an Authority Request for Change Proposal

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ▪ initiated by SRTA in respect of the Tolling Work (per PA Section 50.1); or ▪ initiated by GDOT which: (i) will result in an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) increase SRTA’s costs in performing the services under the Tolling Services Agreement; ○ any decision to proceed with (including any Negative Net Impact or Finance Costs), withdraw or dispute any Detailed Change Proposal with respect to such Request for Change Proposal (per PA Section 50.5); or ○ issuance of any Directive Letter with respect to such Request for Change Proposal (per PA Section 50.11).
51. Developer Changes		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT to notify SRTA of the issuance of any Developer Change Order (per PA Section 51.2) <i>not</i> in respect of Tolling Work, and which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>performing the services under the Tolling Services Agreement.</p> <ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA upon receipt of a Developer Change Request (per PA Section 51.1) in respect of Tolling Work or which will result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement. • <u>Consult</u>: with respect to the evaluation and discussion of any Developer Change Request in respect of Tolling Work and prior to any issuance of any Developer Change Order in respect of Tolling Work (per PA Section 51.2) which will not result in: (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) an increase in SRTA’s costs in performing the services under the Tolling Services Agreement. • <u>Consult - Joint Determination</u>: with respect to the evaluation and discussion (including any Negative Net Impact or Finance Costs) of any Developer Change Request and prior to any issuance of any Developer Change Order (per PA Section 51.2) which (i) will result in an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)) or (ii) increase SRTA’s costs in performing the services under the Tolling Services Agreement.

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
52. Insurance	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ○ <u>Notify:</u> GDOT to provide copies to SRTA of certificate of insurance, promptly following receipt (per PA Section 52.7). ○ <u>Consult:</u> prior to suspending Tolling Work until proof of relevant insurance coverage is supplied (per PA Section 52.7(j)(ii)). ○ <u>Consult:</u> with respect to any claim not initiated by SRTA or a SRTA Related Party in relation to Tolling Work (per PA Section 52.15). ○ <u>Consult – Joint Determination:</u> with respect to any claim initiated by SRTA or a SRTA Related Party per PA Section 52.15). ○ <u>Consult - Joint Determination:</u> with respect to any claim against SRTA or a SRTA Related Party which gives rise to a claim under an Insurance Policy or Additional Contractor Insurance (per PA Section 52.15).
53. Uninsurable Risk and Unavailable	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ● <u>Consult:</u> with SRTA regarding discussions to reach agreement with the Developer in respect of an

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Insurance Terms		<p>Uninsurable Risk which may impact the Tolling Work (per PA Section 53.1(a)(ii)).</p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: with respect to the election to either terminate the Project Agreement under 53.2(b)(i) or continue the Project Agreement in accordance with 53.2(b)(ii); and if the risk occurs, whether to continue the Project Agreement or terminate the Project Agreement in accordance with 53.2(b)(ii)(A) or (B). • <u>Consult</u>: with SRTA regarding discussions with the Developer in respect of an Unavailable Term which may impact the Tolling Work (per PA Sections 53.3 and 53.4).
54. Performance and Payment Security	-	<p><u>GDOT Obligations</u>:</p> <ul style="list-style-type: none"> • <u>Notify</u>: GDOT shall provide a copy to SRTA of any copy of a Performance Security received from the Developer under PA Section 54.2 (Other Security).
55. Indemnity from the Developer	-	<p><u>GDOT Obligations</u>:</p> <ul style="list-style-type: none"> • <u>Consult</u>: with SRTA in respect of any (per PA Section 55): <ul style="list-style-type: none"> ○ Personal Injury Losses in respect of the death of any person;

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ○ Property Damage Losses in respect of Tolling Work with an asserted or potential value of \$5,000,000 or greater (separately or in aggregate with all current and outstanding claims); or ○ Third Party Claims with an asserted or potential value of \$10,000,000 or greater (separately or in aggregate with all current and outstanding claims). ● <u>Consult - Joint Determination:</u> in the case of any Personal Injury Loss, Property Damage Losses, or Third Party Claims where the Developer is not obliged to indemnify the Authority (whether pursuant to PA Sections 55.1, 55.2, 55.4(d)(ii) or (iii) or otherwise), GDOT may resolve any claim below \$5,000,000 to its satisfaction; provided, however, that GDOT shall engage in “Consult - Joint Determination” if such losses or claims involves (i) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)); (ii) any funds in the Public Contribution Account; or (iii) admitting SRTA fault in settlement of any claim.
56. Representations and Warranties	<u>Authority Reserved Responsibilities:</u> <ul style="list-style-type: none"> ● Giving the representations and warranties of the Authority (per PA Section 56.2 and 56.3). 	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
57. Financing	-	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> GDOT shall provide a copy of any notice or document in respect of any amendment to or new Principal Developer Document, with respect to the Tolling Work (per PA Section 57.5).
58. Refinancing		<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Consult:</u> with SRTA in respect of giving written consent to any Qualifying Refinancing (per PA Section 58.1) and in respect of the agreement with the Developer as to the amount and basis of payment of the Authority's share of the Refinancing Gain (per PA Section 58.5).
59. Financial Model Adjustments	-	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify:</u> SRTA prior to approving any adjustment to the Financial Model in accordance with PA Section 59.1(d) and approving any replacement Financial Model (per PA Section 59.4).
60. Authority Payment Funds	<u>Authority Reserved Responsibility:</u> <ul style="list-style-type: none"> • To issue and deliver any toll revenue bonds, and agree the proposed arrangements with the Developer (per PA Section 60.3(b)). 	

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> The pledge of the Residual Net Post-Termination SR 400 Toll Revenues in accordance with PA Section 60.4(d)(v)). 	
61. Termination for Developer Default		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Consult:</u> with SRTA upon the occurrence of a Developer Default, the administration of any elections in relation thereto, and prior to issuing any Developer Default Notice (per PA Sections 61.1 and 61.2). <u>Consult:</u> with SRTA, regarding a persistent breach of the PA by the Developer, prior to issuing any Final Warning Notice (per PA Section 61.3(c)). <u>Consult - Joint Determination:</u> with respect to requiring and accepting a Default Remedial Plan if there is a "Consult - Joint Determination" or "Consult - Receive Direction" in this table, in respect of the main underlying PA provision which has given rise to the Default Remedial Plan (per PA Section 61.4).
62. Authority Default		<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Notify:</u> GDOT to provide a copy to SRTA of any Authority Default Notice received from the Developer (per PA Section 62.2).

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Joint Determination</u>: in respect of curing an Authority Default under PA Section 62.1(c), PA Section 62.1(j) or PA Section 62.1(k) or any Authority Default caused by SRTA’s failure to perform its obligations under the Intergovernmental Agreement.
63. Termination	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> • To exercise the right to terminate PA by issuing: <ul style="list-style-type: none"> ○ a notice of termination due to a risk becoming an Uninsurable Risk (per PA Sections 53.2(b)(i) and 63.6(a)) ○ a Termination for Convenience Notice (per PA Section 63.1(b)) ○ a notice of termination with respect to a Force Majeure Event (per PA Section 63.3(d)); ○ an Authority Termination Notice (per PA Section 63.4(a)) 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult</u>: with SRTA in respect of the administration of any Authority right to terminate (per PA Section 63). • <u>Consult</u>: with SRTA in respect of: <ul style="list-style-type: none"> ○ the issuance of any notice in respect of a Force Majeure Event where SRTA is the Affected Party, and exercise of any rights in respect of such event other than the right to terminate (per PA Section 63.3); and ○ the receipt of any notice in respect of a Force Majeure Event where Developer is the Affected Party, and exercise of any rights in respect of such event other than the right to terminate (per PA Section 63.3). • <u>Notify</u>: GDOT shall provide a copy to SRTA of any termination notice from Developer (per PA Section 63.2(a), 63.3(d)) or any Termination by Court Ruling (per PA Section 63.5).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> To pay any Authority Termination Sum (per PA Section 63.1(d), or 63.2(d), Court Ruling D&C Period Termination Sum (per PA Section 63.5(d)), No Fault Termination Sum (Per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4). 	<ul style="list-style-type: none"> <u>Consult:</u> with SRTA in respect of the calculation of the amount of any Authority Termination Sum (per PA Section 63.1(d), 63.2(d), 63.5(d)), or 63.4(e)(ii)), Court Ruling D&C Period Termination Sum (per PA Section 63.5(d)), No Fault Termination Sum (Per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4). <u>Consult - Joint Determination:</u> in respect of the Tolling Work elements of developing and implementing an interim transition plan and a final transition plan with the Developer, following a Termination Notice (per PA Section 63.7(b)-(e)).
64. Termination for Failure to Achieve Financial Closing Date	<p><u>Authority Reserved Responsibility:</u></p> <ul style="list-style-type: none"> To exercise the right to terminate PA by issuing a termination notice in accordance with PA Section 64.1 (b)(iii) or 64.2(a)(i). To pay any amount payable to the Developer in accordance with PA Section 64.1(d)(i). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Consult:</u> with SRTA in respect of the exercise of the right to terminate the PA under PA Section 64.1(b)(iii) or 64.2(a)(i). <u>Notify:</u> GDOT shall provide a copy to SRTA of any termination notice from Developer received in accordance with PA Section 64.1(b)(iii). <u>Notify:</u> GDOT shall notify SRTA of any amount payable to the Developer in accordance with PA Section 64.1(d)(i).
65. Authority Step-in	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> <u>Consult - Joint Determination:</u> prior to:

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> ○ issuing any notice to the Developer (per PA Section 65.2 (Notice to Developer)); or ○ taking any Required Action (per PA Section 65.3(a)(i)), <p>in respect of any notice or Required Action in respect of the Tolling Work or where action would be required from SRTA.</p> <ul style="list-style-type: none"> ● <u>Consult</u>: regarding issuing any notice (per PA Section 65.2 (Notice to Developer)) or taking any Required Action (per PA Section 65.3(a)(i)) <i>other than</i> as referred to above.
66. Assignment and Transfer	<p><u>Authority Reserved Responsibilities:</u></p> <ul style="list-style-type: none"> ● To assign its rights, title and interests in and to the PA, Project, Project Limits or the O&M Limits, or Performance Security (per PA Section 66.3). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ● <u>Consult</u>: prior to giving any written consent to the Developer to assign, transfer, pledge, mortgage or otherwise encumber its rights under the PA (per PA Section 66.1). ● <u>Notify</u>: SRTA if it receives a notice that the Developer has changed its name (per PA Section 66.4).
67. Change in Ownership	-	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> ● <u>Consult</u>: prior to giving any written consent to, or waiving any, Restricted Change in Ownership (per PA Section 67.1).

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Notify</u>: GDOT to provide a copy to SRTA of any written notice of a Change in Ownership received by GDOT (per PA Section 67.2).
68. Records and Audit	<u>Authority Reserved Responsibility:</u> <ul style="list-style-type: none"> • Exercising the rights and obligations of the Authority in respect of any request for public disclosure of materials pursuant to the Open Records Act issued to SRTA or in respect of materials in SRTA's possession (per PA Sections 68.3(e) and (f)) 	-
69. Intellectual Property	<u>Authority Reserved Responsibility:</u> <ul style="list-style-type: none"> • Ownership of the Project Marks (per PA Section 69.5(b)) • Ownership of Authority Intellectual Property and Data and the obligation to grant a license to the Developer in respect of the Authority Intellectual Property and Data (per PA Section 69.6). 	<u>GDOT Obligations:</u> <ul style="list-style-type: none"> • <u>Notify</u>: SRTA of the agreed Source Code Escrow arrangements (per PA Section 69.2 (b)). • <u>Consult - Joint Determination</u>: prior to giving any prior written consent to the Developer to use software not in use by the Authority (per PA Section 69.3(d)). • <u>Consult – Receive Direction</u>: prior to requiring the Developer to furnish copies of materials using the Authority's Marks that are SRTA's trademarks for review of Developer compliance with PA Section 69.5 (per PA Section 69.5(e)).

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Receive Direction</u>: in respect of informing the Developer of any non-compliance with respect to SRTA trademarks (per PA Section 69.5(e)). • <u>Notify</u>: SRTA if it receives notice from the Developer of any potential infringement of a SRTA trademark (per PA Section 69.5(f)).
70. Dispute Resolution	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute the Dispute Review Board Agreements (per PA Section 70.3(e)(ii) and (f)(ii)). • To submit any Dispute or TSA Dispute to litigation (per PA Section 70.5(a)). 	<p><u>GDOT Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify</u>: provide a copy to SRTA of any notice received from the Developer to: <ul style="list-style-type: none"> ○ refer a Dispute for resolution by negotiation (per PA Section 70.2(b)); or ○ submit a dispute to the Dispute Review Board received from the Developer (per PA Section 70.3(a)), <p style="margin-left: 40px;">in each case in relation to any TSA Dispute, or Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)).</p> • <u>Notify</u>: SRTA regarding any notice received from the Developer to submit a Dispute or TSA Dispute to non-binding mediation (per PA Section 70.4(a) or (b))

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Consult – Joint Determination:</u> prior to issuing any notice to: <ul style="list-style-type: none"> ○ refer a Dispute or TSA Dispute for resolution by negotiation (per PA Section 70.2(b)); or ○ submit a Dispute to the Dispute Review Board (per PA Section 70.3(a)); <p>in each case in relation to a TSA Dispute, or a Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)).</p> • <u>Consult – Joint Determination:</u> prior to submitting a Dispute to non-binding mediation under PA Section 70.4(a) or (b) in relation to a TSA Dispute or Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)), • <u>Consult – Joint Determination:</u> with SRTA in the administration of and exercise of any rights in respect of, the Dispute Review Board Process (per PA Sections 70.3(g)-(l) and (n)) in relation to a Dispute involving: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)). • <u>Consult - Joint Determination:</u> prior to accepting any recommendation of the Dispute Review Board process (per PA Section 70.3(g)) where the Dispute relates to: (i) Tolling

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<p>Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)).</p> <ul style="list-style-type: none"> • <u>Notify</u>: GDOT will notify SRTA on the establishment of, and any termination of, the Dispute Review Board (per PA Sections 70.3(e), (f) and (o)). • <u>Consult - Joint Determination</u>: in the selection of the mediator and in the administration of and exercise of any rights in respect of, and prior to agreeing to any settlement from the mediation process (per PA Sections 70.4(b)-(f)) where the Dispute relates to: (i) Tolling Work or (ii) an Additional SRTA Funding Obligation (per IGA Exhibit 2.3(b)), or it is a TSA Dispute. • <u>Consult - Joint Determination</u>: prior to accepting any settlement from the mediation process (per PA Section 70.4)
71. Indirect Loss	-	-
72. Other	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • To execute the written Supplemental Agreement (per PA Section 72.2(d)(iii)). 	<p><u>GDOT Obligations</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination</u>: before issuing a waiver (per PA Section 72.3) in respect of any SRTA Rights and Obligations or in respect of any provision where there is a "Consult – Joint Determination" or "Consult - Receive Direction" obligation in this table.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
		<ul style="list-style-type: none"> • <u>Notify</u>: provide a copy to SRTA of any Notices received from the Developer (per PA Section 72.10) in respect of an Authority Reserved Responsibility. • <u>Consult - Joint Determination</u>: before agreeing to a substitute provision, in respect of any provision that is ruled invalid by a court (per PA Section 72.12(a)(i)), if such provision is in respect of any SRTA Rights and Obligations or in respect of any provision where there is a "Consult – Joint Determination" or "Consult - Receive Direction" obligation in this table.
Exhibit 1 (Definitions and Abbreviations)¹	-	-
Exhibit 2 (Authority Reserved Responsibilities)	-	-
Exhibit 3 (Developer Ownership)	-	-
Exhibit 4 (Designation of	-	-

¹ **Note:** Rights and obligations with respect to PA Exhibits are in accordance with any corresponding rights and obligations identified in the relevant PA Sections as set out above.

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Authorized Representatives)		
Exhibit 5 (Key Personnel)	-	-
Exhibit 6 (Technical Provisions)	-	-
Exhibit 7 (Proposal Commitments)	-	-
Exhibit 8 (Project Limits Access)	-	-
Exhibit 9 (Notice to Proceed)	-	-
Exhibit 10 (Third Parties)	-	-
Exhibit 11 (Services Commencement Conditions and Final Acceptance Conditions)	-	-
Exhibit 12 (TMC/ITS)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Handover Coordination)		
Exhibit 13 (Toll Parameters)	<p><u>Authority Reserved Responsibilities</u></p> <ul style="list-style-type: none"> • Review and approval, in its sole discretion, of any proposed Developer discount program in accordance with PA Exhibit 13, Section 7 (Discounts), where approval is required due to the program not otherwise complying with such section. • Review and confirmation of any Summary Additional OTR Adjustment Event Report and any associated OTR increase (per PA Exhibit 13, Section 4(e)(i)). • Review and concur or comment on any OTR Target Speed Event Notification and any associated OTR increase (per PA Exhibit 13, Section 4(e)(ii) and Section 10(j)) 	<p><u>GDOT Obligations</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination:</u> in respect of oversight of Developer’s compliance with the requirements of PA Exhibit 13, Section 8 (Customer Website Requirements).
Exhibit 14 (Payment Terms)	-	-

PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 15 (Materials Indexation Adjustment)	-	-
Exhibit 16 (Revenue Share)	-	-
Exhibit 17 (Quality Instances)	-	-
Exhibit 18 (Lane Rental Charges)	-	-
Exhibit 19 (Monthly Payment Report)	-	-
Exhibit 20 (Required Insurance)	-	-
Exhibit 21 (Finance Documents)	-	-
Exhibit 22 (Financial Model)	-	-
Exhibit 23 (Financial Model)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Adjustments Prior to Financial Close)		
Exhibit 24 (Refinancing Gain Calculation)	-	-
Exhibit 25 (Principles for Calculation of Net Impact)	-	-
Exhibit 26 (Compensation on Termination)	-	-
Exhibit 27 (DRB Review Procedures)	-	-
Exhibit 28 (Federal Requirements)	-	-
Exhibit 29 (Required State Certifications)	-	-
Exhibit 30 (DBE Requirements)	-	-

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PA Article (1)	Authority Reserved Responsibilities (2)	Intergovernmental Obligation (3)
Exhibit 31 (OJT Requirements)		
Exhibit 32 (Form of Tolling Services Agreement)	-	-
Exhibit 33 (Form of Security)	-	-
Exhibit 34 (Form of Lenders Direct Agreement)	-	-
Exhibit 35 (Form of D&C Contractor Direct Agreement)	-	-
Exhibit 36 (Form of O&M Contractor Direct Agreement)	-	-
Exhibit 37 (Form of Bid Documentation Affidavit Escrow Agreement)	-	-

Part B: Additional SRTA Responsibilities

1. Additional SRTA responsibilities in respect of the Project

- (a) SRTA acknowledges the provisions of the FHWA Stewardship and Oversight Agreement.
- (b) SRTA covenants and agrees to comply with GDOT's directions with respect to compliance with the terms and conditions applicable to all agreements entered into by GDOT with Governmental Entities providing financing or other support in furtherance of the Project, which agreements shall include but are not limited to (i) the BRT Memorandum of Understanding (as it relates to the application and use of BRT Funds), (ii) the INFRA Grant Funding Documents (as it relates to the application and use of INFRA Grant Funds), and (iii) the agreements with respect to the Local Funds.
- (c) SRTA covenants and agrees that in respect of the rights, interests *and* obligations under the Project Agreement:
 - (i) if the Parties have determined the required action to be taken in accordance with the rights and obligations set out in IGA Schedule 7.1(a), Part A, and in order to implement such action SRTA is required to exercise an Authority Reserved Responsibility, SRTA shall exercise such Authority Reserved Responsibility to implement the required action;
 - (ii) in the absence of the exercise of any other provision of the Project Agreement in accordance with IGA Schedule 7.1(a), Part A, Table 2-1, SRTA shall not separately and independently exercise the Authority Reserved Responsibilities referred to below without written consent from GDOT:
 - (1) IGA Schedule 7.1(a), Table 2-1, Row 5, "*Sign the written agreement to the Project Agreement to incorporate the Project Agreement Amendment (in respect of adjustments due to the Financial Model Closing Protocol) (per PA Section 5.4(f))*" [*D&C Period IGA Only*];
 - (2) IGA Schedule 7.1(a), Table 2-1, Row 22, "*Execute an intergovernmental agreement with the Georgia Department of Public Safety if requested by the Developer*";
 - (3) IGA Schedule 7.1(a), Table 2-1, Row 60, "*To issue and deliver any toll revenue bonds, and agree the proposed arrangements with the Developer (per PA Section 60.3(b))*";

- (4) IGA Schedule 7.1(a), Table 2-1, Row 63, *"To exercise the right to terminate PA"*;
- (5) IGA Schedule 7.1(a), Table 2-1, Row 63, *"To pay any Authority Termination Sum (per PA Section 63.1(d), or 63.2(d)), No Fault Termination Sum (per PA Section 63.3 or 63.6) or Developer Default Termination Sum (per PA Section 63.4)"*;
- (6) IGA Schedule 7.1(a), Table 2-1, Row 64, *"To exercise the right to terminate PA"*;
- (7) IGA Schedule 7.1(a), Table 2-1, Row 64, *"To pay any amount payable to the Developer in accordance with Section 64.1(d)(i)"*;
- (8) IGA Schedule 7.1(a), Table 2-1, Row 66, *"To assign its rights, title and interests in and to the PA, Project, Project Limits or the O&M Limits, or Performance Security (per PA Section 66.3)"*;
- (9) IGA Schedule 7.1(a), Table 2-1, Row 70, *"To execute the Dispute Review Board Agreements (per PA Section 70.3(e)(ii) and (f)(ii))" [D&C Period IGA Only]*;
- (10) IGA Schedule 7.1(a), Table 2-1, Row 70, *"To submit any Dispute or TSA Dispute to litigation (per PA Section 70.5(a)"*;
- (11) IGA Schedule 7.1(a), Table 2-1, Row 72, *"To execute the Supplemental Agreement (per PA Section 72.2(d)(iii))"*;
- (iii) SRTA shall comply with the PA obligations on the Authority with respect to the GDOT Agreements (per PA Section 2.7(a)-(e));
- (iv) SRTA shall grant the Developer the right to set, charge, modify, adjust, collect and enforce tolls for Express Lanes and receive SR 400 Toll Revenues (per PA Sections 3.1 and 24.1) *[Operating Period IGA Only]*;
- (v) SRTA shall cooperate with GDOT to ensure the conditions precedent to the Effective Date (per PA Section 5.2) are satisfied, including: *[D&C Period IGA Only]*

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- (1) executing, to the extent SRTA is a party to such documents, the Effective Date Documents, the GDOT Agreements, the Memorandum of Understanding, and the Bid Documentation Escrow Agreement, (per PA Section 5.2 (j), (l), and (m));
 - (2) certifying the representations and warranties of the Authority (per PA Section 5.2(n)); and
 - (3) causing the delivery of the legal opinion in respect of the Authority(per PA Section 5.2(o));
- (vi) SRTA shall cooperate with GDOT to ensure the conditions precedent to the Financial Close (per PA Section 5.3) are satisfied, including: *[D&C Period IGA Only]*
- (1) cooperating, to the extent cooperation is required of SRTA, with the Developer and Lenders in connection with any bond issuance including providing customary certifications and continuing disclosure agreements (per PA Section 5.3(j));
 - (2) executing, to the extent SRTA is a party to such documents, the Financial Closing Documents (per PA Section 5.3(k)(i));
 - (3) certifying the representations and warranties of the Authority (per PA Section 5.3(l)); and
 - (4) causing the delivery of the bringdown of the legal opinion in respect of the Authority and the legal opinion in respect of the Lenders Direct Agreement(per 5.3(m))
- (vii) SRTA shall assist the Developer in complying with the public hearing requirements under the Tax Equity and Fiscal Responsibility Act of 1982 (per PA Section 5.4(c));
- (viii) SRTA shall execute the Project Agreement Amendment (per PA Section 5.4(f));
- (ix) SRTA shall comply with and cause the SRTA Related Parties to comply with the applicable requirements of PA Section 6.8 (Access and Inspection Rights for the Authority, GDOT and Other Persons) of the Project Agreement;

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- (x) SRTA shall, where necessary to be done by or in the name of SRTA, execute documents and make applications in respect of the revision, modification, amendment, supplement, renewal or extension of any Governmental Approval (per PA Section 7.7(a)(ii));
- (xi) SRTA shall be responsible for using reasonable efforts to enter into an intergovernmental agreement with the Department of Public Safety if requested by Developer (per PA Section 22.2);
- (xii) SRTA shall facilitate the bringing of any proceeding before OSAH in SRTA's name by and through the Developer (per PA Section 24.3(b)(ii)); *[Operating Period IGA Only]*
- (xiii) pursuant to PA Section 24.3(b)(ii) and (iii) (Operating Period IGA) *[Operating Period IGA Only]*:
 - (1) SRTA shall cause the State Attorney General to engage the Special Assistant Attorney General;
 - (2) SRTA shall be responsible for payment to the Attorney General of the invoice from the Special Assistant Attorney General;
 - (3) SRTA shall provide the monthly accounting to the Developer and to GDOT (for the purpose of GDOT, pursuant to this Agreement, reviewing and confirming the Monthly Payment Report) of Civil Penalties received by SRTA from the SAAG; and
 - (4) SRTA shall transfer any Civil Penalty received from the SAAG into the Public Contributions Account.
- (xiv) SRTA shall provide reasonable assistance to the Developer to facilitate discussions with DoR in respect of a direct agreement between DoR and Developer (per PA Section 24.3(b)(vii));
- (xv) SRTA shall provide reasonable assistance to the Developer seeking reimbursement from federal sources for SR 400 Toll Revenue and any related costs and expenses (per PA Section 25.3); *[Operating Period IGA Only]*
- (xvi) SRTA shall be responsible for preparing notices to be provided to the Developer regarding required Major ETCS Equipment Enhancements (per PA Section 28(c)) ; *[Operating Period IGA Only]*

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- (xvii) SRTA shall perform any of the responsibilities of the Authority under PA Section 52.15(d) (Prosecution of Claims) which are required to be performed by SRTA;
- (xviii) SRTA shall provide the Developer information about SRTA and specified events related to SRTA, in each case in relation to the Project and to the extent required to comply with Developer's continuing disclosure obligations with respect to the TIFIA Loans or Bonds for the Project (per PA Section 57.4(d));
- (xix) SRTA shall provide reasonable assistance to the Developer in undertaking an Exempt Refinancing or Qualifying Refinancing, to the extent such assistance must be provided by or in the name of SRTA (per PA Section 58.7);
- (xx) SRTA shall, by Consult – Joint Determination with GDOT, access the source of funds to make the payments owed by the Authority to the Developer in accordance with PA Section 60.1;
- (xxi) SRTA shall, by Consult – Joint Determination with GDOT, use its best efforts to obtain an allocation of funds for the payment of any Termination Sum (per PA Section 60.3(a))
- (xxii) SRTA shall, by Consult - Joint Determination with GDOT, if required in the event of a Termination Sum being payable (per PA Section 60.3(b)):
 - (1) determine it is sound, feasible and reasonable to issue toll revenue bonds to fund all/part of the Termination Sum;
 - (2) carry out any traffic and revenue study associated therewith;
 - (3) determine the maximum amount of toll revenue bonds that can be issued and estimate of the maximum principle and interest, to notify the Developer; and
 - (4) approach GSFIC regarding the authorization and issuance of any toll revenue bonds;
- (xxiii) SRTA shall, by Consult - Joint Determination with GDOT, prior to issuing any toll revenue bonds, agree the proposed arrangements with the Developer (per PA Section 60.3(b));

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- (xxiv) SRTA shall continue tolling while any Termination Sum remains due to the Developer (per PA Section 60.4(a)) [*Operating Period IGA Only*];
- (xxv) SRTA shall handle funds as specified in accordance with PA Section 60.4(b) and (c), following Early Termination;
- (xxvi) SRTA shall, by Consult – Joint Determination with GDOT, take any action required of SRTA to cure any Authority Default (whether due to any act, omission or negligence of SRTA or a SRTA Related Party or otherwise) (per PA Sections 62.1 and 62.2);
- (xxvii) SRTA shall cooperate and coordinate with GDOT in respect of any plan for raising the Authority Termination Sum in the case of a termination for convenience, pursuant to PA Section 63.1(b);
- (xxviii) SRTA shall cooperate in developing and implementing an interim transition plan and a final transition plan with the Developer, following a Termination Notice (per PA Section 63.7(b)-(e)); and
- (xxix) SRTA shall provide to GDOT:
 - (1) a copy of any Developer request, and SRTA approval, of a Developer discount program (per PA Exhibit 13, Section 7 (Discounts));
 - (2) prior to issuing to the Developer, confirmation of any Summary Additional OTR Adjustment Event Report (per PA Exhibit 13, Section 4(e)(i));
 - (3) prior to issuing to the Developer, any concurrence to or comments on any OTR Target Speed Event Notification (per PA Exhibit 13, Section 4(e)(ii) and Section 10(j)).

SCHEDULE 7.1(b) –SRTA SUBMITTAL RIGHTS AND OBLIGATIONS

1. SRTA Submittal Rights and Obligations

The Parties acknowledge and agree that:

- (i) the SRTA Submittal Rights and Obligations means the right and obligation to:
 - (1) **"SRTA Comment"**: review and give comments (if any) for GDOT's consideration in respect of the SRTA Comment Submittals;
 - (2) **"SRTA Direct Comment"**: review and give comments (if any) to GDOT to provide to the Developer in respect of SRTA Direct Comment Submittals;
 - (3) **"SRTA Acceptance"**: review and accept (or reject) the SRTA Acceptance submittals, as set out in column (3) of Table 2-1 (SRTA Submittal Rights and Obligations) below; and
- (ii) SRTA shall provide its comments, acceptance or rejection (as applicable) to GDOT by such time as to allow reasonable consultation between SRTA and GDOT, and consolidation of comments and responses to be provided to the Developer, having regard to the Authority response period required pursuant to the Project Agreement.

Table 2-1 (SRTA Submittal Rights and Obligations)

Item No.	Submittal Item Description	SRTA Involvement
000010	Meeting agenda	(1) SRTA Comment (in respect of Tolling Work)
000020	Monthly Payment Report package	(1) SRTA Direct Comment (in respect of Tolling Work)
000050	SC List <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
000070	FA List <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020010	Meeting minutes	(1) SRTA Comment (in respect of Tolling Work)
020020	PMP Executive Summary <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020030	Developer's Organization Description <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020040	Team Communications and Partnering Plan <i>[D&C Period IGA only]</i>	(2) SRTA Direct Comment (in respect of Tolling Work)
020080	Quality Management Plan (QMP) General Provisions	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
	<i>[D&C Period IGA only]</i>	
020090	Administrative Quality Management Plan (AQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020100	Design Quality Management Plan (DQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020110	Construction Quality Management Plan (CQMP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020120	Basis of D&C <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020160	OMMP for O&M During D&C Period (V1)	(1) SRTA Comment (in respect of Tolling Work)
020165	ETCS Implementation Plan <i>[D&C Period IGA only]</i>	(2) SRTA Acceptance
020190	Project Schedule Workplan (PSWP) <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)
020200	D&C Closeout Plan <i>[D&C Period IGA only]</i>	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
020240	NTP1 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020275	NTP1 Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020250	NTP2 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020260	NTP3 Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020270	Revised Baseline SOV <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020280	NTP2 Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020290	NTP3 Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
020300	Revised Baseline Project Schedule (BPS) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
020350	Change to any component of the PMP	(1) SRTA Comment (in respect of Tolling Work)
030010	Corrective/Preventative Action Report (PAR)	(1) SRTA Direct Comment (in respect of Tolling Work)
030020	Results of Developer internal audits	(1) SRTA Comment (in respect of Tolling Work)
030030	NCR	(1) SRTA Comment (in respect of Tolling Work)
030040	Internal Audit Results	(1) SRTA Comment (in respect of Tolling Work)
030050	External Audit Results	(1) SRTA Comment (in respect of Tolling Work)
040010	Preliminary Design Documents (PDDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040020	Final Design Documents (FDDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040030	RFC Design Documents (RFCDDs)	(1) SRTA Comment (in respect of Tolling Work)
040040	Level 1 Field Design Changes (FDCs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040050	Level 2 FDCs & Changes to RFCDDs <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
040060	Record Design Documents	(1) SRTA Direct Comment (in respect of Tolling Work)
040070	Shop Drawings (SDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040080	Changes to SDs <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
040090	Construction Documents (CDs) <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
170010	ITS Testing Plan <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
190010	OMMP for O&M During Operating Period (V2)	(1) SRTA Direct Comment (in respect of Tolling Work) (3) SRTA Acceptance (in respect of the form of any Violations processing notice for Users)
190070	Record Design Documents Updates <i>[D&C Period IGA only]</i>	(1) SRTA Direct Comment (in respect of Tolling Work)
190120	OMMS transfer data	(1) SRTA Comment (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
	<i>[Operating Period IGA only]</i>	
190140	Handback Plan <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190150	Residual Life Inspection and test findings <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190160	Handback Report <i>[Operating Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
190170	O&M Work Transition Plan <i>[Operating Period IGA only]</i>	(1) SRTA Acceptance (in respect of Tolling Work)
190180	O&M Work Report	(1) SRTA Direct Comment (in respect of Tolling Work)
190190	Annual O&M Work Report	(1) SRTA Comment (in respect of Tolling Work)
190200	ETCS Report <i>[Operating Period IGA only]</i> and ITS Report	(3) SRTA Acceptance (in respect of Tolling Work)
210010	ETCS Design Documentation <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)

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Item No.	Submittal Item Description	SRTA Involvement
210020	ETCS Delivery Management Documents <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
210030	ETCS Configuration Management Plan <i>[D&C Period IGA only]</i>	(3) SRTA Acceptance (in respect of Tolling Work)
210040	Developer Business Rules	(3) SRTA Acceptance (in respect of Tolling Work)
210050	ETCS operational procedures, user manuals and training materials	(3) SRTA Acceptance (in respect of Tolling Work)
230010	Interface Third Party Communications Plan	(1) SRTA Comment (in respect of Tolling Work)

SCHEDULE 7.1(c) – SR TA TOLLING SERVICES RIGHTS AND OBLIGATIONS

1. SR TA Tolling Services Rights and Obligations

- (a) The Parties acknowledge and agree that
 - (i) the SR TA Tolling Services Rights and Obligations constitute each and every duty, role, responsibility, right, and interest of SR TA under the Tolling Services Agreement;
 - (ii) SR TA shall undertake each and every such duty, role and responsibility of SR TA as set out in the Tolling Services Agreement; and
 - (iii) GDOT shall not have any rights or obligations as SR TA's Project Manager with respect to the Tolling Services Agreement.

2. Obligations to Notify, Consult, Receive Direction or reach a Joint Determination

- (a) In exercising or performing certain specified Tolling Services Agreement duties, roles or responsibilities, the Parties acknowledge and agree that SR TA shall owe additional obligations to GDOT as set out in column (2) of Table 2-1 (TSA Responsibilities Matrix) (subject to 2(b)). Each such obligation is an obligation to either "Notify (TSA)", "Consult (TSA)", "Consult – Receive Direction (TSA)", or "Consult - Joint Determination (TSA)" as follows:
 - (i) **"Notify (TSA)"** meaning:
 - (1) SR TA shall notify GDOT in writing of the relevant Tolling Services Agreement activity occurring (e.g. by providing a copy of a notice or document submitted by Developer).
 - (ii) **"Consult (TSA)"** meaning:
 - (1) SR TA shall notify GDOT in writing, and consult and coordinate with GDOT regarding the relevant Tolling Services Agreement activity.

- (2) Such consultation shall involve discussions between the SRTA Authority Representative and the GDOT Authority Representative (or their designees) such that GDOT is able to provide, and SRTA shall consider, GDOT's input in determining the course of action, response or decision to be taken with respect to the relevant Tolling Services Agreement activity.
 - (3) Following such consultation, SRTA will determine and implement any required action relating to the relevant Project Agreement activity and notify GDOT in writing of such action implemented.
 - (iii) **"Consult - Receive Direction (TSA)" meaning:**
 - (1) SRTA shall notify GDOT in writing, and SRTA and GDOT will consult and coordinate regarding the relevant Project activity set forth in as set forth in Section 2(a)(ii)(2) above.
 - (2) Following such consultation, SRTA will implement GDOT's direction and notify GDOT in writing of such action implemented.
 - (iv) **"Consult - Joint Determination (TSA)" meaning:**
 - (1) SRTA shall notify GDOT in writing, and SRTA shall consult and coordinate with GDOT regarding the relevant Tolling Services Agreement activity, to make a joint determination as to the required action to be taken.
 - (2) Consult and coordinate discussions shall start with the SRTA Authority Representative and the GDOT Authority Representative (or their designees), and may be elevated as required for determination by the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees).
 - (3) SRTA will then implement any action as jointly determined and notify GDOT in writing of such action implemented.
- (b) In the event that:

- (i) SRTA reasonably believes that SRTA will fail to comply with an obligation under the Tolling Services Agreement in accordance with any applicable time period for such obligation, due to an inability of SRTA and GDOT to reach a "Joint Determination"; or
- (ii) an Emergency occurs,

then SRTA shall be authorized to determine the course of action to be taken and implement and notify GDOT in writing of the same. Following any such action, if there remain any issues for resolution between SRTA and GDOT in relation to the action taken, resolution of such issues may be elevated to the Chief Engineer of GDOT and the Chief of Mobility Operations of SRTA (or their designees) by either Party.

Table 2-1 (TSA Responsibilities Matrix)

TSA Article (1)	Intergovernmental Obligation (3)
1. Terms and Definitions	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Consult - Joint Determination (TSA):</u> before determining the provisions that take priority in the event of an ambiguity (per TSA Section 1.3(a)) in respect of any provision for which there is a "Consult - Joint Determination (TSA)" obligation, as set out in this table.
2. Developer Responsibilities	-
3. SRTA Obligations	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA):</u> SRTA to provide copies of information, notices or documents it provides to the Developer in respect of any proposed new Interoperability Agreement or material amendment, and any comments received from the Developer in respect thereto (per TSA Section 3.3(c)) • <u>Notify (TSA):</u> SRTA to notify GDOT in respect of any part of the Services (as defined under the TSA) it subcontracts (including the name of the contractor and, if requested by GDOT, a copy of subcontract) (per TSA Section 3.4(b)). • <u>Notify (TSA):</u> SRTA to notify GDOT in respect of any change to the forms of acceptable payments, and the locations of, its customer service operations, call center operations, and CBO (per TSA Section 3.4(c)) • <u>Notify (TSA):</u> SRTA to provide copies to GDOT of any reports it provides to Developer (per TSA Section 3.4(d)).

TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Consult (TSA)</u>: with GDOT together with the Developer, in respect of changes to the Business Rules (per TSA Section 3.5).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT upon notifying the Developer of a circumstance excusing SRTA's failure to perform, and upon resuming performance (per TSA 3.6(b)) • <u>Consult (TSA)</u>: with GDOT in respect of the steps SRTA is taking to mitigate and each update to be provided to the Developer regarding such circumstance (per TSA Section 3.6(b)-(c)).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT when notifying the Developer of the occurrence of any Noncompliance Event, of any disagreement in respect of such notice from the Developer (per TSA Section 3.7(a)) and of the amount of any Noncompliance Points and deductions assessed in respect of such Noncompliance Event (per TSA Section 3.7(b)) • <u>Consult (TSA)</u>: with GDOT on the preparation and submission of Corrective Action Plan, and any consultation with the Developer in respect of a Corrective Action Plan (per TSA Section 3.7(c)).
	<ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA)</u>: with GDOT on the preparation and submission of a Noncompliance Remedial Plan, and any consultation with the Developer in respect of a Noncompliance Remedial Plan, and any reporting in respect of the progress in carrying out the Noncompliance Remedial Plan (per TSA Section 3.8).
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of the establishment of the Cash Collateral Trust Account and of the deposit of the Performance Security Amount (per TSA Section 3.9(a))

TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of the identity of the Trustee bank (per TSA 3.9(a)) or any replacement thereof (in accordance with the Cash Collateral Trust Agreement), prior to notifying the Developer. • <u>Consult – Receive Direction (TSA)</u>: regarding making additional deposits to the Cash Collateral Trust Account (per TSA Section 3.9(c)) where GDOT has provided or procured funding for such additional deposits. • <u>Notify (TSA)</u>: GDOT of any notice to withdraw from the Cash Collateral Trust Account (per TSA Section 3.9(f)), and any refund to the Cash Collateral Trust Account (per TSA 3.9(h) or (j)). • <u>Notify (TSA)</u>: GDOT of any statements provided by the Trustee at the request of SRTA, Developer, or its Lenders (per TSA 3.9(k)). • <u>Consult – Receive Direction (TSA)</u>: from GDOT, if GDOT reasonably requests a statement be provided by the Trustee. <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: prior to executing any potential direct agreement with a Mobile App Provider that would cover the Project (per TSA Section 3.10)
4. Cooperative Efforts	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of any discount proposed by the Developer, and any additional service fees in relation thereto (per TSA 4.2(c)). • <u>Notify (TSA)</u>: GDOT of any meetings with the Developer to allow GDOT the opportunity to participate in such meetings (per TSA 4.3).

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TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Notify (TSA)</u>: Provide GDOT with a copy of any update to the SRTA Change Control Process as may be notified to the Developer from time to time (per TSA 4.4).
5. Accounts and Transactions <i>[Only for inclusion in IGA (Operating Period)]</i>	<u>SRTA Obligations:</u> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: SRTA to provide GDOT a copy of the reporting package submitted by SRTA to Developer (per Section 5.3(a)) any objection to such reporting package from the Developer and resolution of such objection (per Section 5.3(b)), and a copy of the monthly invoice from SRTA to the Developer (per Section 5.3(c)).
6. Transmission of Data	<ul style="list-style-type: none"> • <u>Consult (TSA)</u>: with GDOT prior to providing or amending the ICD in a manner that would have a material effect on the TSA (per TSA Section 6.2(b)-(c)).
7. Transponder Validation List	-
8. Systems	<u>SRTA Obligations:</u> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to SRTA giving notice of replacements to the CBO or system equipment and consultation with the Developer (per TSA Section 8.1(a)); or • <u>Notify (TSA)</u>: GDOT prior to agreeing any ETCS modification per TSA Section 8.2. • <u>Notify (TSA)</u>: GDOT of any system failure SRTA reports to the Developer per TSA Section 8.3.
9. Change Orders	<u>SRTA Obligation:</u>

TSA Article (1)	Intergovernmental Obligation (3)
	<ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA)</u>: with GDOT prior to issuing a Change Proposal or agreeing on a Change Order (per TSA Section 9.1 – 9.2)
<p>10. Compensation for Services; Fees</p> <p><i>[Only for inclusion in IGA (Operating Period)]</i></p>	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of the annual adjustment to the Base Transaction Fee (per TSA Section 10.4(a)(i)). • <u>Consult – Joint Determination (TSA)</u>: prior to calculating, discussing with the Developer and implementing an Adjustment Year adjustment to the Base Transaction Fee (per TSA Section 10.4(a)(ii)). • <u>Notify (TSA)</u>: GDOT of the initial Variable Transaction Fee and any adjustment there to (per TSA 10.4(b)). • <u>Notify (TSA)</u>: prior to implementing any new Incidental Charges (per TSA Section 10.5).
<p>11. Representations and Warranties</p>	<p><u>SRTA Obligation:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT of any breach of the representations and warranties in TSA Section 11.
<p>12. Defaults and Remedies; Dispute Resolution; Termination</p>	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to (where occurrence is not immediate and SRTA is aware prior to occurrence) or immediately upon the occurrence of any SRTA Default (per TSA Section 12.1). • <u>Consult – Joint Determination (TSA)</u>: on the preparation and submission of a Standstill Remedial Plan, and any consultation with the Developer in respect of a Standstill Remedial

TSA Article (1)	Intergovernmental Obligation (3)
	<p>Plan, and any reporting in respect of the progress in carrying out the Standstill Remedial Plan (per TSA Section 12.2(a)-(h)) and on instituting any new Standstill Remedial Plan (per TSA Section 12.2(j)(i))</p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: upon the commencement of any Standstill Continuation Period (per TSA Section 12.2(j)(ii)). <hr style="border-top: 1px dotted black;"/> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT upon the occurrence of any TSA Developer Default (per TSA Section 12.3). • <u>Consult – Joint Determination (TSA)</u>: prior to pursuing any recovery of losses against the Developer (per TSA Section 12.4).
13. Special Provisions Concerning the Project Agreement	-
14. Recordkeeping, Inspections, and Audits <i>[Only for inclusion in IGA (Operating Period)]</i>	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Notify (TSA)</u>: GDOT prior to inspecting the Developer's records or accessing tolling and ETCS data (per TSA Section 14.1(a)(i)(A) and (iii)) and notify GDOT of the outcome of such inspection or access. • <u>Notify (TSA)</u>: provide GDOT any reconciliation files it provides to Developer (per TSA Section 14.1(b)(i)(B)) and any other SRTA records Developer accesses (per TSA Section 14.1(b)(i)(D)-(F)).

TSA Article (1)	Intergovernmental Obligation (3)
15. Miscellaneous	<p><u>SRTA Obligations:</u></p> <ul style="list-style-type: none"> • <u>Consult – Joint Determination (TSA):</u> prior to assigning the TSA or any Developer assignment of the TSA (per TSA Section 15.1) • <u>Consult – Joint Determination (TSA):</u> prior to amending the TSA or waiving any term thereof (per TSA Section 15.2-15.3). • <u>Notify (TSA):</u> of any change to the SRTA Authorized Representative (per TSA Section 15.5).
16. Exhibit A: Cash Collateral Trust Provisions	-
17. Exhibit B: Initial Designation of Authorized Representatives	-
18. Exhibit C: Performance Standards	-
19. Exhibit D: SRTA Testing Obligations	-
20. Exhibit E: Cost to Collect Model	-

SCHEDULE 7.6(f) –ADMINISTRATIVE PAYMENT CERTIFICATION (D&C PERIOD)

On [Month Day, Year], the Developer submitted an Authority Payment Request for the period of [MM/DD/YYYY] to [MM/DD/YYYY], with Monthly Payment Report(s) for this timeframe, backup materials, progress waivers, and other supporting documentation. Upon review and agreement of these materials, GDOT **APPROVES** payment to the Developer as follows:

- (I) Early Work Payments:** In accordance with Section 30.1 (Early Work Payments) of the Project Agreement, the approved Early Work Payment is as follows:

EARLY WORK PAYMENT	
Requested Early Work Payment Amount (<i>amount from Table 1, line 1 of the D&C Period Monthly Payment Report</i>)	\$----
Subtotal: Early Work Payment Amount Authorized to be paid	\$----
Explanation of difference, if any, between requested and authorized amounts: []	

- (II) Future Transit Payment:** In accordance with Section 30.2 (Future Transit Payments) of the Project Agreement, the approved Future Transit Payment is as follows:

FUTURE TRANSIT PAYMENT	
Requested Future Transit Payment Amount (<i>amount from Table 1, line 2 of the D&C Period Monthly Payment Report</i>)	\$----
Subtotal: Future Transit Payment Amount authorized to be paid	\$----
Explanation of difference, if any, between requested and authorized amounts: []	

- (III) Adjustments:** In accordance with Sections 30.3, 30.4, and 31 of the Project Agreement, the approved adjustments this Month are as follows:

ADJUSTMENTS	
1. Other Payments to Developer (<i>amount from Table 2, Subtotal of the D&C Period Monthly Payment Report</i>)	\$----
2. Payments to Authority (<i>amount from Table 3, Subtotal of the D&C Period Monthly Payment Report</i>)	\$----
Subtotal: Adjusted amount authorized to be paid (line 1 minus line 2, above)	\$----
Explanation of difference, if any, between requested and authorized amounts: []	

Total amount approved for payment this Month (sum of the Subtotals of Sections (I)-(III)):
\$ ----

STANDARD TERMS & CONDITIONS

GDOT certifies the following about the Authority Payment Request for the period of [MM/DD/YYYY] to [MM/DD/YYYY], including the Authority Payment Request and Monthly

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Payment Report(s), all schedules, backup materials, certifications, progress waivers, and other supporting documentation and materials provided by the Developer and the Developer's Contractors, in connection therewith (collectively, the "**Developer's Pay Estimate Request**"):

- (iii) that other than as listed on Attachment 1 hereto, there are no claims for which GDOT has knowledge that Developer may assert;
- (iv) that the Developer has demonstrated that it is entitled to payment under the Project Agreement;
- (v) that GDOT has independently reviewed the pending Authority Payment Request, accompanying Monthly Payment Report(s), and all other supporting documentation provided by the Developer, and either: (a) verified that the Developer is justly due payment in the amount requested, or (b) determined that the payment due to the Developer differs from the amount requested by the Developer, and has explained the basis for such difference(s) to SRTA in this form; and
- (vi) that the amount indicated above is, to the best knowledge of GDOT, a true and correct statement of the amount due the Developer for the timeframe covered by the Authority Payment Request and that no part of the amount due hereunder has been previously approved and payment directed to be given by GDOT.

This Administrative Payment Certification is for the sole use of and reliance by SRTA in making payment as directed herein by GDOT when due under the Project Agreement. There shall be no third-party beneficiaries to this Administrative Payment Certification, including but not limited to the Developer, its Contractors, and their respective successors and assigns.

GEORGIA DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signatory

Name: _____

Title: _____

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Attachment 1 – Claims Asserted [*Exclude if No Claims Have been asserted*]

Notice of Claim	Description	Claimed Amount