

Torres Rojas, Genara

From: d.sirota@ibtimes.com
Sent: Monday, January 12, 2015 1:29 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; Ng, Danny
Subject: Freedom of Information Online Request Form

Information:

First Name: David
Last Name: Sirota
Company: International Business Times
Mailing Address 1: 7 Hanover Square
Mailing Address 2: Floor 5
City: New York
State: NY
Zip Code: 10004
Email Address: d.sirota@ibtimes.com
Phone: 646-867-7155
Required copies of the records: Yes

List of specific record(s):

I hereby request all contracts and operating agreements signed between Port Authority and E-ZPass. This includes contractsoperating agreements signed between Port Authority and E-ZPass Group, E-ZPass New York and E-ZPass New Jersey.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

June 17, 2015

Mr. David Sirota
International Business Times
7 Hanover Square, 5th Floor
New York, NY 10004

Re: Freedom of Information Reference No. 15675

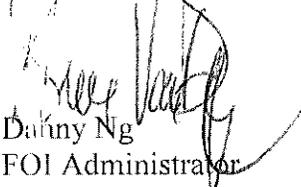
Dear Mr. Sirota:

This is in response to your January 12, 2015 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy enclosed) for copies of "all contracts and operating agreements signed between Port Authority and E-Zpass. This includes contractsoperating agreements signed between Port Authority and E-Zpass Group, E-Zpass New York and E-Zpass New Jersey."

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/15675-O.pdf>. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,


Daliny Ng
FOI Administrator

Enclosure

4 World Trade Center, 18th Floor
150 Greenwich Street
New York, NY 10006
T: 212 435 3642 F: 212 435 7555

E-ZPASS OPERATIONS

INTERAGENCY AGREEMENT

This Agreement among the New Jersey Highway Authority (herein the "NJHA"), the New Jersey Turnpike Authority (herein the "NJTA"), the New York State Thruway Authority (herein the "NYSTA"), the Pennsylvania Turnpike Commission (herein the "PTC"), the Port Authority of New York and New Jersey (herein the "PANYNJ"), the South Jersey Transportation Authority (herein the "SJTA"), the Triborough Bridge and Tunnel Authority (herein the "TBTA"), the Delaware River Port Authority (herein the "DRPA"), the Delaware Department of Transportation (herein the "DelDot"), the Maryland Transportation Authority (herein the "MdTA"), the New York State Bridge Authority (herein the "NYSBA"), and additional toll agencies that may become participating members (herein "member agencies" or "Agencies).

WHEREAS, E-ZPass is a regional system of electronic toll collection to be operated by the Agencies signatory to this agreement; and

WHEREAS, in order to effectively implement the operation of the electronic toll collection system, the Agencies recognize the practical necessity of their joint and cooperative effort; and

WHEREAS, maintenance of the ability of E-ZPass to meet the needs of the member Agencies will require an ongoing cooperative effort to monitor and, when appropriate, implement advancements in technology; and

WHEREAS, it is recognized by the member Agencies that E-ZPass can also contribute to the traffic management needs of the region through participation in

TRANSCOM's regional traffic management initiatives and may be expanded to other applications deemed appropriate by the member Agencies and

WHEREAS, the Agencies operating E-ZPass have identified a mutual need for cooperation and coordination to ensure the efficient and effective operation of the system for the benefit of the Agencies;

NOW, THEREFORE, in consideration of the covenants herein contained, the operation of the E-ZPass regional toll collection system shall be in accordance with the agreements as follows:

1. Overall management of the E-ZPass Regional Electronic Toll Collection System (hereinafter E-ZPass) shall be coordinated among the member Agencies by an Executive Management Committee to be comprised of the Chief Executive or Operating Officer of each party to this Agreement or their designees with the authority to represent the interests of their respective agencies.

2. The Executive Management Committee, only to the extent necessary to establish and operate the regional electronic toll collection system, may:

- A) cooperate, on behalf of the signatory members, in the introduction and operation of E-ZPass throughout the region.
- B) assure protection and preservation of the financial interests, reputation and other tangible and intangible assets of the member Agencies.
- C) develop an annual estimate of expenses to be incurred for the collective benefit of the member Agencies and to establish a formula

and procedure for sharing such expenses.

D) administer and review contracts entered into collectively or in parallel by the member Agencies for common purposes related to E-ZPass. Such administration and review may include, but not be limited to:

- Joint selection of contractors providing supplies and services related to the implementation, administration and operation of E-ZPass.
- Representation of member Agencies in dealings with contractors including, but not limited to, establishment, review and evaluation of procedures, policies, methodologies, customer relations, information processing, reporting and contractor performance.
- Approval of subcontractors.
- Development of procedures and controls to assure maintenance of interagency equipment compatibility particularly involving, but not limited to such issues as contract change orders and enhanced product procurement.
- Assurance of an adequate and continuing supply of tags and other equipment through coordinated forecasting of tag requirements and negotiation of inventory and delivery issues with contractors.

- Establishment and administration of policies and procedures governing contract dispute resolution, default declarations, and Agencies' access to escrowed documentation.
 - Development, implementation and administration of an interagency audit program which shall evaluate contractors' compliance with terms and conditions of contracts.
- E) notwithstanding the variations in physical and operating characteristics of member Agencies' toll facilities, to assure that similar operating parameters and procedures are established to provide for consistent, safe E-ZPass operation throughout the region. Such activities will include, but not be limited to, planning, initial implementation coordination and ongoing monitoring and adjustment.
- F) coordinate legal, legislative and regulatory activities.
- G) coordinate marketing and public/press relations activities for the Regional E-ZPass System.
- H) undertake any additional activities necessary for efficient and effective operation of E-ZPass, and planning and coordinating migration to new or enhanced electronic toll collection systems.
- I) assure that the integrity of the service mark "E-ZPass" is maintained through coordination and consultation among the member Agencies on the use of the service mark and through coordination of

relationships related to such use of the mark with the Port Authority of New York and New Jersey, the owner and licensor of the mark. In the event that the Port Authority of New York and New Jersey should abandon either or both of the "E-ZPass" or the E-ZPass logo service marks it shall transfer title and goodwill to one or participating agencies. The transferee shall honor existing license agreements and/or enter into new royalty-free license agreements with all participating agencies consistent with the license agreements entered into by the Port Authority of New York and New Jersey.

J) effect resolution of all disputes arising from these functions by acting upon the joint recommendations of the Policy Subcommittee and the Legal Subcommittee, each comprised of a designee of each party to this Agreement.

3. The business of the Executive Management Committee shall be conducted as follows:

- Each member of the Executive Management Committee shall have one vote on all matters brought before the Committee. A majority vote of all members of the Committee shall be required to authorize any action or determination of the Committee except that actions which would impose a cost, direct or indirect, on any or all member agencies shall require unanimous consent of all Parties to this Agreement. Notwithstanding the foregoing, if any such direct or

indirect costs associated with a specific action is less than \$10,000 per member Agency, such expenditure may be authorized by a majority vote of all member Agencies.

Abstentions shall be counted as affirmative votes. EMC members shall designate in writing voting representatives to attend in their absence. A two-thirds (2/3) membership of the Committee shall constitute a quorum for meetings for the transaction of any business or the exercise of any power or function of the Committee except those herein specified as requiring unanimous consent of all parties to this Agreement. In the exercise of that business or power, the Committee may by unanimous consent appoint standing committees and representatives from among its membership with the consent of the employee's agency and delegate to them such duties and authority as it deems necessary and appropriate. Such committees and representatives shall only be authorized to carry out those specific duties or responsibilities which are expressly delegated by the Executive Management Committee.

One member of the Executive Management Committee shall be elected by the Committee membership to serve as its first Chair for a twelve month term. Thereafter, the Chair shall rotate among the member agencies on an annual basis beginning each January 1 and ending each December 31, in such order as the members determine,

except that by unanimous vote of the Committee, the Chair may be retained for an additional term not to exceed one year.

- The Committee shall meet as necessary. Meetings may be called by the Chair or a majority of the members.

4. Upon the unanimous agreement of the member Agencies, approval may be granted to admit new members to become signatories to this Agreement and participate in the members' joint activities subject to whatever conditions and fees the membership shall prescribe. Any member Agency may withdraw from the Agreement and from the activities hereunder it has undertaken by providing written notice thereof to each of the member Agencies and the Program Director, no less than 30 days prior to the effective date of withdrawal. Resolution of any financial or other issues associated with such withdrawal shall be negotiated by the Executive Management Committee with the withdrawing agency.

5. The E-ZPass member Agencies agree to consider developing plans and agreements necessary to establish a "Customer Service Center" for customer accounts. If they elect to participate in the services provided by the Customer Service Center, the agencies agree to do so in accordance with general terms and conditions acceptable to all participating agencies.

6. The Executive Management Committee shall establish a mechanism for overseeing the operation of the Center and its Contractor and shall review and approve its operating policies and procedures.

7. The costs of developing and operating the Customer Service Center will be shared by the participating agencies according to an equitable formula established by

unanimous agreement of the participating agencies.

8. It is understood and agreed that neither the Center, nor the Executive Management Committee, has the power to contract on behalf of, or to authorize the expenditure of any monies by, any of the individual participating member Agencies except as provided in paragraph 3 above. Furthermore, nothing herein shall be construed as empowering the Executive Management Committee to exercise any power or function properly residing with any member Agency.

8A. It is understood and agreed that any member Agency may, within the product line of the contractor selected by the Group to provide tags and readers for the E-ZPass System upgrade to enhanced technologies, provided further, however, that the products meet quality and reliability standards established by the Interagency Group Technical Committee. Regional interoperability shall be maintained when the enhanced technologies are incorporated. The member Agency assumes all legal risks associated with its utilization of new intellectual property.

9. The entire agreement between the parties is contained herein and no change in or modification, termination or discharge of this agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by all the signatories to this Interagency Agreement.

10. No commissioner, officer, agent or employee of any party shall be charged personally with any liability or held liable under any term or provision of this Agreement, or because of its execution or because of any breach hereof excepting that conduct which constitutes gross negligence or willful or intentional wrongdoing. Nothing in this paragraph

10 is intended to nor shall be construed to require any member agency to defend, hold harmless and indemnify any person unless such person is entitled to such defense, hold harmless and indemnification under the by-laws or policies of the member agency.

11. No signatory hereto has agreed to waive any defense, right, immunity or other protection under law, including any statutory provision, by entering into this Agreement or otherwise participating in the Center.

12. This Agreement is intended for the sole benefit of the member Agencies and is not intended to nor shall be construed to confer any benefit or create any right in any third party or any other person or entity.

(Agreement Revised December 1997)

In witness whereof, this Agreement has been duly authorized and executed on the date[s] indicated by the parties thereto.

RECIPROCITY AGREEMENT

This Reciprocity Agreement made the 30th of July 1998 between the Agencies:

and expires when terminated or amended as provided herein.

WHEREAS, the Agencies who initiated this Reciprocity Agreement are signatories to the E-ZPass Electronic Toll Collection ("ETC") E-ZPass Operations Interagency Agreement ("the Operating Agreement"); and

WHEREAS, E-ZPass is a regional system of electronic toll collection to be operated by the Agencies signatory to the Operating Agreement; and

WHEREAS, in order to implement the operation of the regional electronic toll collection system, the signatories to this Agreement recognize the practical necessity of their joint and cooperative effort; and

WHEREAS, the parties acknowledge that the goal of the IAG is to offer interoperability to their customers to the fullest extent, including the ability to provide a single account statement to each customer setting forth their transaction activities on all participating Agency roadways; and

WHEREAS, agreement of the principles set forth is essential to commence development of more elaborated plans to achieve reciprocity among Agencies employing electronic toll collection; and

WHEREAS, it is also recognized that, although the implementation of a regional system of electronic toll collection carries a cost, it is a goal of the IAG that no Agency be required to bear a disproportionate share of the financial burden of interoperability and reciprocity. Thus, the parties commit to remedy any such inequities, including the potential transfer of customer accounts between Agencies based on a customer's primary facility usage, or other agreed upon adjustments, while maintaining or improving customer service; and

WHEREAS, the parties agree and acknowledge that this Reciprocity Agreement shall be considered an extension of, and intended to implement in part, the Operating Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained, the Agencies agree as follows:

I. DEFINITIONS

| | |
|-------------------------|--|
| Agency | Any Agency that is a member of the Interagency Group. |
| Away Agency | Any Agency that is not the customer's Home Agency. |
| Conditional Settlement | An interim Settlement between Agencies prior to final settlement. |
| Final Settlement | A Settlement between Agencies after Reconciliation has been completed and accepted by the two Agencies. |
| Home Agency | The Agency that establishes and/or maintains a customer's account and issues a tag(s). |
| Invalid Tag | A tag that is denoted by a Home Agency as not being a Valid Tag; the Home Agency does not guarantee payment of toll transactions utilizing an Invalid Tag. |
| Invalid Tag Transaction | The passage of an Invalid Tag through an activated E-ZPass lane. |
| Posting | The recording of a toll transaction against a customer's account and deducting the toll charge from the customer's account balance. |

| | |
|-----------------------|---|
| Pre-Paid Accounts | Customer accounts that require money be on deposit in advance for their tag transaction to be accepted as valid. |
| Reconciliation | The process whereby a Home Agency and an Away Agency resolve any discrepancies in arriving at Final Settlement. |
| Settlement | The transfer by a Home Agency of United States dollars representing the gross toll revenues due to an Away Agency for Valid Tag Transactions incurred on the Away Agency's facilities by the Home Agency's customers. |
| Tag Validation File | A file maintained by each Agency of tags issued by that Agency which denotes the status of each tag issued as having one of four values (valid, low balance, invalid, or lost/stolen) consistent with IAG technical guidelines. |
| Valid Tag | A tag which is used for a toll transaction for which the Home Agency guarantees payment of the toll. |
| Valid Tag Transaction | The passage of a Valid Tag, or a transaction from a valid account, through an activated E-ZPass lane. |

II. Confidentiality

- (1) (a) As used in this section, the term "Confidential Information" shall include any research, development and trade secrets, business affairs, and other information of the Agencies and their Contractors, their representatives, employees, subsidiaries, affiliates and agents, which is designated in writing as Confidential Information. Information shall not be considered Confidential Information to the extent that it (i) is or becomes a part of the public domain, or (ii) is already known free of any confidentiality obligation, or (iii) is independently developed without access to the Confidential Information, or (iv) is disclosed under proper judicial or governmental process, or (v) is approved for release by written authorization.

(b) Agencies agree to treat any Confidential Information as confidential to the extent permitted by applicable United States, State and local law and Agency policy. Each Agency agrees to request the other Agencies to treat as exempt from disclosure any information and documents it believes might be exempt from disclosure pursuant to the provisions of the State laws applicable to the Agencies and their policies on confidentiality.

(c) Subject to the provision of subparagraph (b) of this paragraph, Agencies agree that they shall hold Confidential Information of an Away Agency in confidence, and shall safeguard the Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures, that they use to maintain their own Confidential Information.

(2) (a) As used in this section, the term "customer account information" shall include all information about an account holder and the vehicles utilizing that account, including but not limited to: the account holder's name, address, and any other identifying characteristics; the make, model, year and plate number of such vehicles; all photographs, microphotographs, videotapes and other recorded images of such vehicles created by E-ZPass equipment; and itemized statements of account deductions for the use of such system. Nothing in this section shall be construed as prohibiting the use of customer account information for Agency traffic and facility management purposes and the reporting thereof, provided that such use does not identify an individual person or vehicle.

(b) The Agencies agree that when an Agency is in receipt of individual or aggregate customer account information relative to the customer of another Agency, the receiving Agency will not make such information available to the public unless required to do so by the State law of such receiving Agency or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy. When a Home Agency is in receipt of customer account information from an Away Agency, unless that Home Agency and Away Agency have agreed otherwise, the Home Agency will release that information to another governmental entity only as required by law. Further, the Agencies agree that when an Agency is in receipt of customer account information relative to the customer of another Agency, the receiving Agency may utilize such information solely for the following purposes: billing an account holder or deducting toll charges from the account holder's account; enforcement of toll collection and related regulations or violations of the account holder's customer agreement; in a judicial or administrative action or discovery proceeding to which the Agency is a party; the operation of commercial vehicle operation programs; or as otherwise permitted by the Away Agency. In particular, with respect to: (i) fund raising or (ii) commercial

purposes not involving use of a Valid or Invalid Tag, Agencies will not sell, distribute or make available in any way the names and addresses of Away Agency account holders for such purposes.

(c) The Agencies agree that each Agency shall formally adopt the provisions of subparagraph (b) of this paragraph as its formal policy on the use of customer account information relative to the customers of another Agency. The phrase "toll policies" as utilized in paragraph (4) of section X of this Agreement shall include the policy required by this section.

(d) The Agencies agree that each Agency shall enter into a customer agreement with each of its customers. Such customer agreement shall contain a provision whereby the customer acknowledges that: customer account information may be disclosed to other Agencies for the purposes set forth in this paragraph; and such information may be subject to disclosure to the public if such disclosure is required by the law of the State in which toll charges were incurred or by the order of a court of competent jurisdiction, or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy.

(e) No Agency shall be required to disclose customer account information to another Agency or to any other entity as part of a non-toll business opportunity agreement pursuant to which such information will be sold, distributed, or made available in any way for: (i) fund raising or (ii) commercial purposes not involving use of a Valid or Invalid Tag.

(f) The Agencies agree that each Agency shall treat Home Agency customer account information in the same manner that they are required to treat Away Agency customer account information pursuant to paragraph (2) (b) of this section. Provided, however, that a Home Agency may, when permitted by the law of the State where it is located or, in the case of a multi-jurisdictional Agency where there is no applicable law, by Agency policy: disclose its own Home Agency customer account information for commercial or fundraising purposes provided the written consent of the account holder is obtained; and/or provide its own Home Agency customer account information to a law enforcement agency in accordance with the applicable policy of the Home Agency.

(3) If any Agency ascertains that an unauthorized third party has obtained Confidential Information or customer account information, upon discovery of such occurrence it shall notify the affected Agency.

(4) This section of this Agreement shall supercede the previously adopted IAG Privacy Guidelines.

III. Notices

Any notice required pursuant to the provision of this Agreement shall be sent by first class mail or by overnight delivery service addressed to the E-ZPass IAG Program Director.

The Agencies agree to notify the IAG Program Director and the appropriate Committee Chair, of all inter-agency agreements and of all programs, system or operational changes in programs (including the agreements referenced in Article XII (2)).

IV. Modification

This Agreement shall not be subject to oral modification. Any change in the terms hereof shall be in writing and signed by the party or parties to be charged therewith. The forgiveness by any party of the terms or conditions hereof shall not constitute a waiver thereof unless such party so specifies in writing.

V. Rights and Benefits

This Agreement is solely for the benefit of the Agencies and is not intended to, nor should it be construed to, create any rights in any other party. An Agency may not assign any portion of this Agreement.

VI. Entire Agreement

This Agreement sets forth the entire agreement between the parties, and, except as set forth in Section IV, may be amended only by a written instrument executed by the parties hereto.

VII. Choice of Law and Severability

It is the desire and intention of the parties that the provisions of this Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Agencies. Accordingly, if any particular provisions of this Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of the Agreement, the remaining provisions shall remain in full force and effect after deleting such provision.

VIII. Dispute Resolution

Any dispute or disagreement that arises from this Agreement shall be settled according to Section 2 (b) of the Interagency Operations Agreement dealing with dispute resolution.

IX. Account Settlement Process

(1) *Data File Transfers*

Agencies will provide for timely transmissions, receipt, and acknowledgment for all data file transfers pursuant to this Agreement and in accordance with IAG Inter-Customer Service Center Interface File Specifications.

(2) *Exchange of Tag Validation Files*

(a) The Agencies agree to electronically exchange all tag status data on a regular schedule, at least once per day, or more frequently, as determined by agreement between two Agencies. The Home Agency shall provide to other Agencies its Tag Validation File. The Agencies will download the most current tag validation files to their toll lanes as immediately as practicable, but at least once per day.

(b) The Home Agency will determine the tag status by creation of a Tag Validation File denoting the status of each tag as having one of four values (valid (01), low balance (02), invalid (03) or lost/stolen (04)) consistent with the IAG technical guidelines, as detailed in the Inter-Customer

Service Center Interface File Specifications, which may be amended from time to time. The Home Agency will transmit the Tag Validation File to the Away Agencies.

- (c) The Home Agency is responsible for informing all other Agencies by electronic file transfer in the format of the Tag Validation File, that a tag is lost or stolen and the Away Agency acknowledges receipt. Thereafter, the Home Agency is no longer obligated for transactions that occur with that tag.
- (d) An Away Agency may deny E-ZPass use on its facilities for a tag that was reported as Valid by the Home Agency for an infraction of the Away Agency's administrative or operating policies.
- (3) *Valid Tag Transactions*
 - (a) Agencies agree to electronically exchange all Valid Tag Transaction data consistent with the IAG technical guidelines, as detailed in the Inter-Customer Service Center Interface File Specifications on a regular schedule, at least once a day, or more frequently, or as otherwise determined by agreement between two Agencies.
 - (b) All Valid Tag Transactions will be recorded and transmitted by the Away Agency to the Home Agency at least once per day or as otherwise determined by agreement between two Agencies.
 - (c) Upon receipt of transaction records, the Home Agency will post transactions to the proper accounts. Settlement of a Valid Tag Transaction shall not be dependent on transaction posting; i.e., the Home Agency's obligation to pay the Away Agency is not contingent upon the Home Agency posting the transactions to the customer's account. The class as determined by the Away Agency (e.g. from the tag, AVC system, collector determination) will be used to determine the amount of toll to be posted and honored by the Home Agency for settlement purposes.
 - (d)
 - (i) So long as the Away Agency transfers Valid Tag Transactions to the Home Agency within 60 days, the Home Agency will honor same if the account is open.
 - (ii) Notwithstanding any reference in this Reciprocity Agreement, the Home Agency is not responsible to honor the Valid Tag Transaction if the transaction is received more than 10 days after the transaction occurred and the account is closed.
 - (e) For those Agencies where a manual transaction is recorded in the lane due to a "no read", that transaction will be converted into an electronic Valid Tag Transaction as detailed in the Inter-CSC Interface File Specifications.

(4) *Invalid Tag Transactions*

Away Agencies will not transfer Invalid Tag Transactions to the Home Agency for payment unless otherwise agreed upon by those Agencies.

(a) *Infraction of Away Agency's Operating or Administrative Policies*

(i) The Away Agency will notify the Home Agency electronically that its customer's Valid Tag will be denied E-ZPass use on that Away Agency's facilities because of an infraction of its operating or administrative policies.

(ii) The Home Agency will provide the data needed to the Away Agency for customer notification according to (iii) below.

(iii) The Away Agency will notify the customer that his/her tag will no longer be valid on its facilities.

(b) *Lost and Stolen*

(i) The Home Agency will notify the Agencies of a lost or stolen tag.

(ii) The Away Agency will process these Lost or Stolen Tags as violations according to the rules and regulations of the Away Agency.

(5) *Customer Disputed Transactions*

(a) Each Agency will inform the other Agencies of its guidelines for handling customer disputed transactions. When, due to cost/benefit or other considerations, customer accounts are credited for the disputed amount without further research, such credits will not affect Settlement or Reconciliation between Agencies.

(b) When a customer disputes a transaction that occurred on an Away Agency's facility, and such transactions are researched, acknowledged and agreed to be an error of the Away Agency, the resulting adjustment will become part of the Reconciliation and Settlement between the two agencies and no payments will be made for such transactions.

(c) In order to enable proper researching of customer complaints, all agencies will maintain records related to toll transactions for a minimum period of 120 days.

(6) *Settlement & Revenue Reconciliation*

(a) The Home Agency will transfer the gross toll amount due for Valid Tag Transactions as reported by an Away Agency in United States dollars. All transfers will be calculated on a gross basis.

- (b) The Home Agency will settle in a manner and frequency as determined by agreement between the Home and Away Agency, but at least monthly. Final settlement will be based on Valid Tag Transactions as reported by the Away Agency regardless of account status at time of Posting.
- (c) Actual or estimated revenue as reported by the Away Agency may be used as a basis for Conditional Settlement as agreed between the Home and Away Agencies.
- (d) Valid Tag Transactions obligate the Home Agency to remit the correct toll to the Away Agency at the time of Settlement regardless of the status of the Home Agency account at the time of Posting. In the case of lost or stolen tags, the Home Agency is no longer obligated for transactions that occur after notification to the Away Agency.
- (e) An Agency which does not act as a Home Agency may notify the other Agencies that all transactions relating to such Agency's facilities shall be transmitted to and settled with a Home Agency designated by such Agency.

(7) *Tag and Account Policies*

- (a) Current fees, deposits, and policies of Agencies are set forth in the Interagency E-ZPass Policy Matrix, which may be amended from time to time, and is maintained by the IAG Program Director. Agencies may use this Matrix as a resource for their policies in an effort to avoid influencing customer enrollment patterns.
- (b) The Agencies agree to follow the Vehicle Classification protocol of the IAG in their tag distribution programs.
- (c) A Home Agency may determine that its valid non-revenue Accounts may be invalid at an Away Agency.

X. Violations

- (1) Processing of E-ZPass customer violations at the Away Agency when the tag is reported as lost/stolen by the Home Agency will be pursuant to the rules and regulations of the Away Agency.
- (2) If cash is collected at the Away Agency for any transaction, the Away Agency will not transfer any such transactions to the Home Agency.

- (3) The Agencies agree to facilitate the identification of violators by the sharing of appropriate information or files to the extent permitted by law.
- (4) The Agencies will share customer account information only for the purpose of collecting tolls, the enforcement of toll policies or as otherwise required by law.
- (5) The Agencies will process toll evasion violation images in such a manner as to identify customers' accounts in good standing and thereby create a Valid Transaction.
- (6) Non-customer toll evasion violators will be processed pursuant to the rules and regulations of the Agency where the violation occurred.
- (7) Participating agencies may establish a procedure for grouping toll plaza speeding violations among Agencies which may result in a Home Agency suspending an account because of violations on Away Agency facilities.

XI. Marketing

Agencies will provide advance notification of E-ZPass marketing activities to the Public Relations and Marketing Committee of the IAG.

XII. Miscellaneous

- (1) The parties acknowledge and agree that any Agency posting an E-ZPass sign will accept all valid E-ZPass tags.
- (2) The parties acknowledge and agree that this Reciprocity Agreement is subject to each Agency implementing interoperability and reciprocity agreements with the other Agencies regarding provisions in Article IX of this Agreement. Each Agency is obligated to proactively resolve issues and define agreements to achieve interoperability and reciprocity with each of the other Agencies in the IAG in a timely manner.
- (3) *Discount Programs*
An Agency that wants its discount program(s) offered in another Agency's CSC shall fund the expense of the program(s). Such arrangement shall be subject to auditing processes. Furthermore, if an Agency wants to offer another Agency's discount program(s) through its CSC, it may do so at its own expense, not to include foregone toll revenue. The Agencies agree to cooperate in any such efforts. Expenses referred to herein include, but are not limited to, all expenses, such as programming and CSR training and materials including increased expenses to the Agency whose discount program is being offered. Two or more Agencies may agree to a different allocation of expenses.

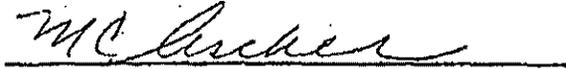
(4) *Non-Toll Business Opportunities*

All E-ZPass tag holders meeting the criteria for participation in a non-toll business opportunity application shall be eligible to participate.

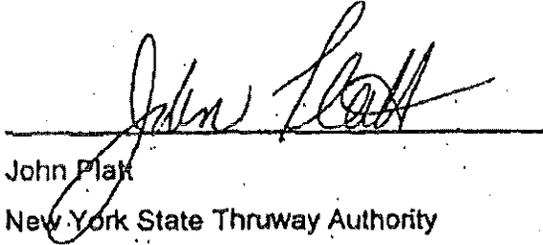
Signature Page



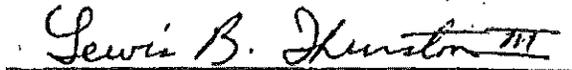
Edward Gross
New Jersey Turnpike Authority



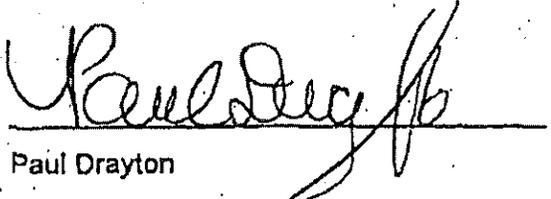
Michael Ascher
MTA Bridges & Tunnels*



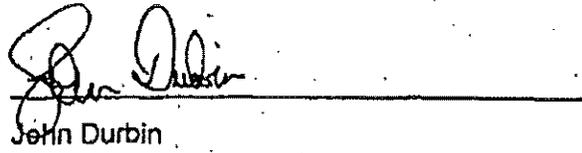
John Platt
New York State Thruway Authority



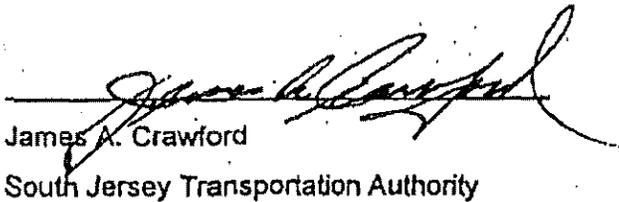
Lewis Thurston
New Jersey Highway Authority



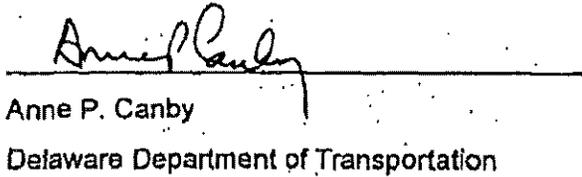
Paul Drayton
Delaware River Port Authority



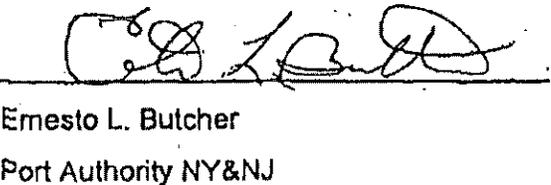
John Durbin
Pennsylvania Turnpike Commission



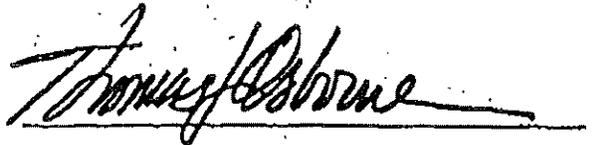
James A. Crawford
South Jersey Transportation Authority



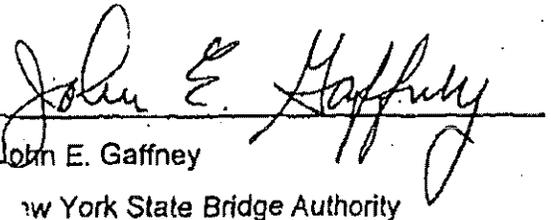
Anne P. Canby
Delaware Department of Transportation



Ernesto L. Butcher
Port Authority NY&NJ



Thomas L. Osborne
Maryland Transportation Authority

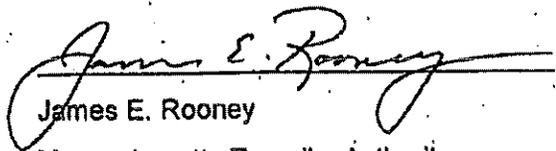


John E. Gaffney
New York State Bridge Authority

*Triborough Bridge & Tunnel Authority

Signature Page

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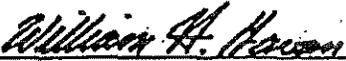
A handwritten signature in cursive script, reading "James E. Rooney", is written over a horizontal line.

James E. Rooney

Massachusetts Turnpike Authority

Signature Page

-3-



William H. Gavan

West Virginia Parkways Economic
Development and Tourism Authority

Signature Page

-4-



Michael A. Grieco
Assistant Secretary-Treasurer
Massachusetts Port Authority

Signature Page

-5-



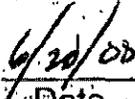
Handwritten signature of Earl Rowe in cursive script.

Earl Rowe
Buffalo & Fort Erie Public Bridge Authority



SIGNATURE PAGE

-6-



Michael E. Harkins
Delaware River & Bay Authority

Date

**E-ZPass Interagency Group
Pilot Parking Services Program Agreement
(Reciprocity II)
April 5, 2001**

This AGREEMENT ("Reciprocity II Agreement") is made the _____ day of _____ 2001, by and between the E-ZPass Interagency Group ("LAG") Full Member Agencies ("Parties") as defined below.

WITNESSETH:

WHEREAS, the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, and any other toll agency approved for Full Agency Membership by unanimous action of the E-ZPass LAG Executive Management Committee ("Full Member Agencies"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, and as amended by Amendment No. 2 dated as of June 8, 2000 (collectively, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Member Agencies dated as of July 30, 1998 ("Reciprocity I Agreement"), the Reimbursement of Credit Card Fees Policy Statement, and certain other implementing agreements, the Parties have

committed themselves to a joint and cooperative effort to ensure the efficient and effective operation of a regional system of electronic toll collection that enjoys the benefits of interoperability and reciprocity; and

WHEREAS, the Parties have determined it to be in their best interests to institute an E-ZPass Plus Program whereby the E-ZPass System will be used as a payment mechanism for vehicle parking at publicly-owned parking facilities, as further provided herein; and

WHEREAS, all things necessary to constitute this Reciprocity II Agreement as a valid and binding agreement by and between the Parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Reciprocity II Agreement has in all respects been duly authorized by the respective Parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

I. Definitions. As used in this Reciprocity II Agreement, the following terms shall have the following meanings:

- A. "Credit Card Customer Charge Backs" means those instances where an E-ZPass credit card customer disputes a charge against his or her account, and the credit card issuer makes a determination that the charge shall not be placed against the customer's account.
- B. "Customer Service Center" or "CSC" means a facility that is responsible for transmitting files in accordance with the then current IAG Inter-CSC Interface

File Specification and may be operated by a Member Agency or by a vendor on behalf of a Member Agency.

- C. "E-ZPass Plus transaction" means the use of an E-ZPass tag as a payment mechanism for vehicle parking at a publicly-owned parking facility which results in the Host paying to the Home a 12.5¢ transaction fee as reported in the Reconciliation File.
- D. "E-ZPass System" means the various electronic toll collection systems operated by the Member Agencies of the E-ZPass IAG who offer reciprocal service in accordance with the Reciprocity I Agreement.
- E. "E-ZPass tag holder" means any electronic toll collection customer whose tag is valid in the E-ZPass system, including but not limited to E-ZPass and Fastlane customers.
- F. "Facility Operator" means a non-Member Agency that enters into an agreement with a Host for the provision of Parking Services using the E-ZPass System. This term shall also include any Member Agency that is itself providing Parking Services using the E-ZPass System.
- G. "Home" shall have the same meaning as the term "Home Agency" is defined in the Reciprocity I Agreement.
- H. "Host" means a Member Agency that enters into an agreement with a non-Member entity, under terms and conditions that comply with this Reciprocity II Agreement, for the provision of Parking Services using the E-ZPass System. This term shall also include any Member Agency that is itself providing Parking Services using the E-ZPass System.

- I. "Member Agency" means any Member of the IAG, including Full Member Agencies as defined herein, and Associate and Affiliate Member Agencies as defined in the Operating Agreement.
- J. "Parking" or "Parking Services" means the provision of vehicle parking at publicly-owned parking facilities. Such facilities may be either publicly operated or operated by private entities pursuant to a contract with the public entity owning the facility.

II. Common Understandings of the Parties.

- A. The purpose of this Reciprocity II Agreement is to institute an E-ZPass Plus Program whereby the E-ZPass System will be used as a payment mechanism for Parking Services at publicly-owned parking facilities located at the Albany County Airport, at parking facilities owned by the Port Authority of New York and New Jersey, and such other publicly-owned parking facilities as are approved by action of the IAG Executive Management Committee during the term of this Reciprocity II Agreement. Eligibility to be a Host shall be limited to Full Member Agencies and to those Associate and Affiliate Members whose service as a Host is approved by action of the IAG Executive Management Committee.
- B. The effective term of this Reciprocity II Agreement is 12 months. The term shall commence on the first day of operations of the first E-ZPass Plus program and terminate twelve months thereafter. A Host shall notify all Parties of the first day of operations for an E-ZPass Plus program.

- C. The Parties agree to cooperate in the provision of E-ZPass Plus services through this Reciprocity II Agreement subject to the provisions of the IAG Agreements, which shall include the Operating Agreement, Reciprocity I Agreement, Service Mark License Agreement, Mark IV Irrevocable Offer, Inter-CSC Interface File Specifications and Vehicle Classification Table, Inter-CSC Settlement Report Specification Non-Toll Activity ("IAG-N"), Operations Guidelines, and any other agreement or amendment approved by action of the IAG Executive Management Committee.
- D. In order to successfully implement the E-ZPass Plus program, the Parties agree to provide each other with all information necessary to allow the calculation of aggregate funds as defined in Addendum I attached hereto, as well as to accurately process transactions and fees in accordance with the terms of this Reciprocity II Agreement.

III. Terms of this Reciprocity II Agreement

A. Terms Applicable to Member Agencies and Non-Member Agencies.

The following terms of this Reciprocity II Agreement are applicable to all Facility Operators, whether Member Agencies or non-Member Agencies. All Facility Operator Agreements between a Host and a non-Member Agency Facility Operator shall contain the provisions set forth in this section.

1. **Availability.** The E-ZPass Plus program will be available only to those valid E-ZPass tag holders who automatically replenish their accounts through credit cards. Each Home agrees to notify all of its customers of this limitation on the

use of E-ZPass Plus. All Facility Operators must utilize only text approved by the Host when communicating with customers about the availability of E-ZPass Plus at such facilities. Any E-ZPass customer that meets the criterion for participation in E-ZPass Plus set forth in this paragraph shall be eligible for these services. However, each Home shall also provide such eligible customers with the option of not participating in the E-ZPass Plus Program.

2. **Dedicated Lanes.** Facility Operators shall have the discretion to dedicate E-ZPass Plus lanes at their facilities for Parking Services covered by this Reciprocity II Agreement.
3. **Marketing of E-ZPass Plus Services.** Facility Operators must follow the policies and procedures adopted by the IAG for reviewing any marketing materials relating to the Parking Services permitted under this Reciprocity II Agreement. At a minimum, the Host shall be given the opportunity to review and approve such materials prior to usage, and otherwise follow IAG Marketing Guidelines.
4. **Customer Inquiries.** All Facility Operators must maintain a system for responding to customer inquiries. The Facility Operator's phone number, preferably a toll-free number, shall appear on all customer statements indicating E-ZPass Plus usage. The Home's CSC representative shall handle calls regarding E-ZPass Plus usage to the extent feasible, and those calls that cannot be so handled will be referred to the Host and/or the Facility Operator.

5. **Premium Fees for Parking Services.** Facility Operators may charge premium fees for the use of E-ZPass tags at their parking facilities that exceed their standard charges for Parking Services. But, all Facility Operators must prominently display any such premium fee in such a manner as to provide sufficient notice to customers that enables the customers to make informed determinations about whether to use the tag for the service. The location and text of this signage shall be subject to the prior approval of the Host and prior notification of the IAG Public Relations and Marketing Committee.
6. **Charging Parking Fees to Credit Card Accounts.** All E-ZPass Plus transactions in an amount less than \$20.00 shall be charged to the customer's E-ZPass account, while all E-ZPass Plus transactions in an amount of \$20.00 or more shall be charged to the customer's credit card account. E-ZPass Plus transactions that are posted after an E-ZPass credit card replenishment account has been converted to a cash account may not be charged to the customer's E-ZPass or credit card account. In the event an E-ZPass Plus transaction is rejected for payment, the Facility Operator may resubmit that transaction one time only within sixty (60) days of the transaction date. E-ZPass Plus transactions applied to a customer's E-ZPass account shall be included in the calculation of replenishment and threshold levels for such account.
7. **Provision of Compatible Equipment.** All Facility Operators must acquire the IAG-compatible equipment required to implement Parking Services at a specific location pursuant to this Reciprocity II Agreement. Such equipment shall be compatible with all equipment used by all parties to the IAG

Operating Agreement for toll usage as indicated in the IAG-Mark IV Irrevocable Offer. The use of E-ZPass Plus equipment for any purpose other than Parking Services is strictly prohibited, including, but not limited to sale, lease, or other Facility Operator activity. The Host is responsible for enforcing the requirements of this paragraph.

8. **Lane Testing/Integration.** All Facility Operators must conduct lane testing and achieve integration between the CSCs and the Host for E-ZPass Plus service, consistent with the testing and integration required for toll lanes under the Operating Agreement and as detailed in Addendum II. The Host is responsible for enforcing the requirements of this paragraph.
9. **Deployment Restrictions.** Signage for E-ZPass Plus with respect to the color and service mark appearance and location shall comply in all respects with the IAG Operations Guidelines and Service Mark License Agreement. Facility Operators may, in their discretion, use gates, Automatic Vehicle Classification, Violation Enforcement Systems, and other deployment restrictions. The Host will not process E-ZPass Plus transactions using license plate images.
10. **Uploading Transaction Files.** Facility Operators must upload all E-ZPass Plus transactions to the Host or Host CSC at least once a day, or more frequently as determined by agreement between the Host and the Facility Operator. The Host shall transmit Tag Transaction data related to such Parking Services pursuant to the Tag Transaction transmission requirements of the Reciprocity I Agreement.

11. **Confidentiality.** This Reciprocity II Agreement and any Facility Operator Agreements entered into pursuant thereto are subject to the Confidentiality provisions of the Reciprocity I Agreement, except as provided herein. Facility Operators will be provided a customer's name and address, as permitted by applicable law, only after the Home and Host have exhausted their own normal posting procedures. E-ZPass Plus transactions are not subject to the Member Agency's routine violations processing systems.
12. **Disputed Parking Charges.** The Home shall be initially responsible for disposition of customers' disputed E-ZPass Plus charges. If the disputed charges relate to the handling of a particular E-ZPass Plus transaction, the Host or Facility Operator shall handle the disposition of such charges. The Facility Operator's responsibilities in this respect shall be clearly defined in the Facility Operator Agreement. If the Home unilaterally decides to forgive a disputed transaction, the Home may not back charge this amount to the Host. If the Host or Facility Operator authorize the Home to forgive an E-ZPass Plus transaction, that amount can be back charged to the Host Agency.
13. **Termination.** The Host shall have the right to terminate a Facility Operator's use of E-ZPass Plus services for cause at any time, with the concurrent right to enter upon a Facility Operator's property to remove all signage relating to the E-ZPass Plus services. The Host shall give advance written notice of the exercise of these rights to the Facility Operator and the Parties. The Host shall also have the right to terminate the Facility Operator's use of E-ZPass

Plus services for convenience, upon thirty (30) days' written notice to the Facility Operator. At the end of such notice period, the Host shall have the right to enter upon a Facility Operator's property to remove all signage relating to E-ZPass Plus services. All items of performance relating to the Facility Operator's operation under the Facility Operator Agreement shall be settled within sixty (60) days of the date of termination.

14. **E-ZPass Plus Service Mark.** All Facility Operators shall be required to execute a Service Mark License Agreement with the Port Authority of New York and New Jersey in a form prescribed by the IAG.

15. **Patent protection.** All Facility Operators shall be prohibited from engaging in any conduct which would violate the patent protections for E-ZPass Plus equipment, and shall be required to indemnify and hold harmless the Members of the IAG from and against any and all claims which may arise as a result of such conduct.

B. Additional Terms of this Reciprocity II Agreement.

1. **Transaction Costs/Charges/Revenue Sharing.** E-ZPass Plus transaction costs and arrangements for charges and revenue sharing among the Parties shall be governed by the provisions of Addendum I to this Reciprocity II Agreement.
2. **Revenue.** Settlement and reporting of E-ZPass Plus transactions shall be conducted in accordance with the most current IAG Inter-CSC Interface File Specification and IAG-N versions available, attached hereto, which may be

modified from time to time in accordance with the terms of the Reciprocity I Agreement. The Host shall make every effort to provide transaction files to the Home within ten (10) days of an E-ZPass Plus transaction. This is not to imply that transactions submitted after ten (10) days will be rejected. Home CSCs are obligated to process the reported E-ZPass Plus transaction amount. Any discount plans and programs are the sole responsibility of the Host or Facility Operator; provided, however, that a Member Agency may, in its discretion, elect to program for another Member Agency's discount plan. The Host shall provide the Home with the transaction amount to be posted. All E-ZPass Plus funds that the Home collects from the customer in accordance with the terms of this Reciprocity II Agreement shall be transferred to the Host in accordance with the aforementioned toll settlement procedures then in use. The Home will not guarantee funds for E-ZPass Plus services; the risk of loss in such cases shall be on the Facility Operator or the Host, as they may determine in their Facility Operator Agreement. The Facility Operator may resubmit rejected or declined transactions once, within sixty (60) days of the transaction date. Credit card customer charge-backs disputed and lost by the Home may be charged back to the Host.

3. **Interoperability.** The Host shall be responsible for establishing and maintaining full business interoperability for the E-ZPass Plus services provided pursuant to this Reciprocity II Agreement.
4. **Frequency of Payment.** Payment among the Parties for E-ZPass Plus transactions shall be made in accordance with the Settlement & Revenue

Reconciliation provisions of the Reciprocity I Agreement. The settlement of such transactions shall be made no less than once per month, but may be made more frequently as agreed between two (2) or more Parties.

5. **Fee Calculation.** The Host shall be responsible for providing all necessary Parking fee calculations under the E-ZPass Plus Program. The Host may meet this requirement by either ensuring that the Facility Operator calculates the fee charged for Parking Services in the lane at which the service is provided, or by providing for the necessary programming services at the Host's CSC.
6. **Parties in Interest.** This Reciprocity II Agreement shall be solely for the cooperative benefit of the Parties. No other person or entity that is not a signatory to this Reciprocity II Agreement shall be a beneficiary of its provisions, nor have the right to enforce its terms against the Parties.
7. **Amendment and waiver.** This Reciprocity II Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the Parties hereto. A Party's failure to exercise or delay in exercising any right or remedy under this Reciprocity II Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth herein. No waiver by a Party of any right or remedy under this Reciprocity II Agreement shall be effective unless made in a writing duly executed by the Party, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Reciprocity II Agreement.

8. **Cooperation and Dispute Resolution.** The Parties shall consult with each other promptly and regularly regarding any known technical questions or problems that may arise with the E-ZPass Plus Service, including but not limited to the transmission of data, reporting requirements, and payments. The Parties shall promptly provide each other with all documentation, reports, and information that another Party may reasonably request in order to fulfill its obligations under this Reciprocity II Agreement, subject to the confidentiality provisions of the Reciprocity I Agreement. Nothing in this Reciprocity II Agreement shall be deemed as the consent or obligation of any Party to provide documents or information protected by, or to waive, the attorney-client privilege or the attorney work product privilege. Any dispute or disagreement that arises from this Reciprocity II Agreement shall be settled in accordance with the dispute resolution provisions of the Operating Agreement.
9. **Force Majeure.** The obligations set forth in this Reciprocity II Agreement may be delayed if a Party cannot reasonably comply with its terms because of an Act of God, war, strike, or other condition to which conduct on the part of the Party or its agents and employees was not the proximate cause. In such event, the Party involved in the matter causing delay shall notify the other Parties within ten (10) days of obtaining knowledge of the condition and request an appropriate extension of the relevant terms of this Reciprocity II Agreement. Such Party shall make its best efforts to provide for alternative arrangements to fulfill the obligation.

10. Choice of Law and Severability. It is the desire and intention of the Parties that the provisions of this Reciprocity II Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Parties. Accordingly, if any particular provision of this Reciprocity II Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of this Reciprocity II Agreement, the remaining provisions shall remain in full force and effect after deleting such particular provision.

New Jersey Highway Authority

By: [Signature]
Its: ASSISTANT MANAGER

New Jersey Turnpike Authority

By: [Signature]
Its: Executive Director

New York State Thruway Authority

By: [Signature]
Its: EXECUTIVE DIRECTOR

Pennsylvania Turnpike Commission

By: [Signature]
Its: Deputy Executive Director

Port Authority of New York and New Jersey

By: [Signature]
Its: Director, Regional Operations

South Jersey Transportation Authority

By: [Signature]
Its: EXECUTIVE DIRECTOR

Triborough Bridge and Tunnel Authority

By: [Signature]
Its: President

Delaware River Port Authority

By: [Signature]
Its: CFO

Delaware Department of Transportation

By: [Signature]
Its: DR. Dir. of Hwy Ops.

New York State Bridge Authority

By: [Signature] 10/25/01
Its: [Signature]

Maryland Transportation Authority

By: [Signature]
Its: Exec. Sec.

Massachusetts Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: [Signature]
Its: DIRECTOR OF BRIDGE OPERATIONS

IN WITNESS WHEREOF, the Parties hereto executed this Second Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: Matthew J. Amorelli
Its: Chairman

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

Addendum I

E-ZPass Interagency Group Pilot Parking Services Program Business and Financial Rules

I. Business Rules.

- A. The Home will be reimbursed for costs associated with processing E-ZPass Plus transactions as a Home on behalf of another Member Agency that is a Host or Facility Operator. These costs shall not include development or capital costs associated with E-ZPass Plus transactions except where otherwise agreed between the Parties.
- B. Parking applications of the E-ZPass System shall employ the use of the E-ZPass Plus name and logo, as approved by the IAG.
- C. Automated Clearing House ("ACH") accounts are not considered to be the same as credit card accounts and shall not be included as valid accounts for the pilot program.
- D. E-ZPass Plus transactions apply to valid tag reads only. Payment for Parking Services cannot be obtained from a Home Agency with a customer violations/pay-by-plate approach. The Customer Service Centers will not be required to perform license plate look-ups for non-Member Agency Facility Operators.
- E. A Host will not charge or collect from a Facility Operator any fees or payments for E-ZPass Plus services except for subscription, transaction, and credit card fees. The subscription and credit card fees must be in an amount consistent with

this Addendum; transaction fees can be in any amount agreed to between the Host and the Facility Operator.

II. Definitions.

A. E-ZPass Plus Transaction Fee

A Host shall pay to a Home a transaction fee of 12.5¢ for each E-ZPass Plus transaction processed. This fee shall be applicable to original transactions only as reported in the IAG Transaction Reconciliation File, and shall not be applicable to the subsequent handling of a transaction.

B. Credit Card Fee

A Host shall pay to a Home a credit card fee for each E-ZPass Plus transaction posted to a customer's account or sent directly to a credit card processor.

1. Non-Member Agency Facilities

For non-Member Agency Facilities the credit card fee shall be 2.5 percent of each E-ZPass Plus transaction amount. No credit card fee may be charged for rejected or declined transactions. Additional credit card fees may not be charged for subsequent handling of a transaction (e.g. reversals, etc.).

2. Member Agency Facilities

For Member Agency Facilities, the credit card fee shall be calculated using a formula based on an average of six months' credit card rates applied to settlement of toll transactions. The rate used for E-ZPass Plus transactions is established in advance by each Member Agency and will be

valid for six months. Effective each January 1, each Member Agency's credit card fee rate for settlement of E-ZPass Plus transactions will be an average of the rates used for toll settlement for the prior May through October, and effective each July 1 each Member Agency's rate will be an average of the rates used for toll settlement for the prior November through April.

B. Aggregate funds

The aggregate funds for an E-ZPass Plus transaction sent from a Host to a Home shall be calculated as follows:

The aggregate funds equal the E-ZPass Plus transaction fee the Host charges to the Facility Operator minus the 12.5¢ transaction fee the Home charges to the Host.

III. Financing of Transactions.

A. Guarantee of Funds

1. There is no guarantee of funds for E-ZPass Plus transactions.
2. All funds collected for E-ZPass Plus transactions shall be transmitted to the Host in accordance with the Reciprocity I Agreement and the most current IAG Inter-CSC Interface File Specification version available at that time.

B. Subscription Fee

1. Non-Member Agency Facility Operator Agreements shall require the Facility Operator to pay to the IAG an initial subscription fee of not less

than \$30,000, regardless of the number of facilities owned by that Facility Operator. Within one year of receipt, the IAG will distribute such subscription fees to the Member Agencies on a pro-rata basis for reimbursement of actual costs of programming E-ZPass Plus application requirements into CSC operations.

2. Non-Member Agency Facility Operator Agreements shall also require that the Facility Operator pay an annual renewal subscription fee of 10% of the initial subscription fee in the event that the Facility Operator Agreement is extended beyond the initial term. Such annual renewal subscription fee shall be distributed amongst the Member Agencies in the same manner as the initial subscription fee.

C. Credit Card Fee

The Host is responsible for paying to the Home the credit card fee for every E-ZPass Plus transaction processed by the Home. Such payment shall be made in accordance with the IAG-N currently in use at the time of settlement.

D. Aggregate Funds

1. Positive aggregate funds shall be divided evenly between the Host and Home agencies. The Host will settle aggregate funds with Home agencies on a gross basis, once per settlement period.
2. There shall be no distribution of aggregate funds for transactions at Member Agency owned parking facilities.

E. Reports and Settlement

1. Parking activity shall be reported separately from toll activities to the Home in separate files, in accordance with the IAG-N currently in use at the time of reporting.
2. Settlement reports are generated for each Host/Facility Operator.
3. The Home will transfer to the Host funds collected for E-ZPass Plus transactions net of credit card and transaction fees.
4. The Home will provide reconciliation files in accordance with the IAG-N currently in use at the time of reporting. The supporting reports will reflect fees, chargebacks or unpaid transactions charged by the Home against revenue transferred to the Host.
5. All E-ZPass Plus transactions charged and adjustments made to the customer's E-ZPass account will be reflected on the customer statement. Information will include, where applicable, entry and exit time/date; entry and exit location, time & date of transaction; amount, payment allocation source (credit card or pre-paid balance) and adjustments. The statement shall clearly indicate when charges are made directly to the credit card and do not impact the pre-paid toll account.

F. Study

During the pilot period covered by this Reciprocity II Agreement, Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data in the future to

make adjustments to the business and financial rules for non-toll business opportunities.

Addendum II

E-ZPass Plus Installation Guidelines

1. Handshakes – There should be sufficient handshakes to ensure that the read is for the intended customer, as opposed to only marginal handshakes that may be indicative of an unintended read. On average, handshake counts of 90-100 would be expected for a stop-and-go, gated operation.
2. Cross Reads – If antennas are not properly tuned, there is the potential that tags presented in one lane can be reported as read from the antenna of an adjacent lane. Testing should be done to verify proper tuning to minimize cross reads.
3. Skip Reads – If antennas are not tuned properly, there is the potential that tags in a queued vehicle could be read while the lane is still processing another vehicle physically located at the payment point (i.e., toll booth). Testing should be done to verify proper tuning to minimize skip reads.
4. Tag Programming – When tags are properly processed they are read, written, and verified all as part of the one passage under an antenna. If the verify step does not occur, the transaction output from the reader is flagged as PU (programming unverified). If the write step does not occur, the transaction output from the reader is flagged as PF (programming failed). Instances of PUs and PFs should be extremely rare in slow-speed lanes (i.e., 5 mph) and should not occur in stop-and-go operations. Testing should be done to verify this performance.
5. Physical Configuration – Antennas should be mounted a proper height above the pavement to ensure that vehicles will not be hit by them. Antennas should also be properly secured to structures so as not to present a safety hazard to customers or

workers. Mounting locations for antennas should be reviewed to ensure that they are not in proximity of potential parking spaces of tagged vehicles, where a tag on a parked vehicle might mistakenly be read by an antenna.

6. Tag Mountings – The predominant location for the mounting of E-ZPass tags is on the center of the windshield behind the rear view mirror. Antenna installations should be optimized for read performance for this tag location. However, tags are also mounted in several other typical locations (license plate, top of truck cab, lower front center of windshield), and, tuning of the reader equipment should take into account these other potential tag locations.

7. Operational Issues – There are many operational issues to be considered in deploying and using E-ZPass equipment. The installer should consider how they will handle:

- Procedures in a lane when an E-ZPass tag is not read (policy to require cash payment or to write down the tag number?)
- Procedures when a lane becomes non-functioning (backup plan?)
- Maintenance procedures to repair lane equipment (who to call? What hours?)
- How much signing and where to place it?

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Full Member hereby agrees to be bound by the terms of:

- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Delaware River & Bay Authority
<Agency Name>

By: *Justin V. Eposito*

Its: *Director of Bridge Operations*

Date: *8/1/02*

The undersigned Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Intergovernmental Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Intergovernmental Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Intergovernmental Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Intergovernmental Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- ✓ Reciprocity II Agreement dated May 31, 2001.

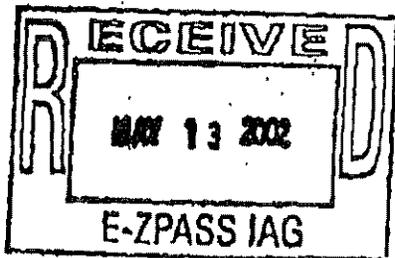
The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Delaware River Joint Toll Bridge Commission
110 Wood Street
Morrisville, Pennsylvania 19067

By: *James B. McLaughlin*
Its: Executive Director
Date: 4/30/02

Membership Approved and Accepted by the IAG Executive Management Committee.

John R. Platt
Chair, IAG Executive Management Committee
Date: 5/08/02



**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Full Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- Reciprocity II Agreement dated April 5, 2001;
- Reciprocity II Amendment dated October 3, 2002.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, Illinois 60515

By: _____

Its: CHAIRMAN

Date: 10-28-04

Membership Approved and Accepted by the IAG Executive Management Committee.

Robert J. Jantke
Chair, IAG Executive Management Committee

Date: November 3, 2004

Approved as to Form and Constitutionality

David E. White *Senior Assistant Attorney General*
Attorney General for the State of Illinois

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- ✓ • Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Maine Turnpike Authority
430 Riverside Street
Portland, Me 04103

By:

Paul E. Violett

Its:

Executive Director

Date:

April 10, 2002

Membership Approved and Accepted by the IAG Executive Management Committee.

John R. Platt
Chair, IAG Executive Management Committee

Date:

April 23, 2002

SIGNATURE PAGE


Lyle Knowlton Lyle W. Knowlton
Director of Operations
NHDOT

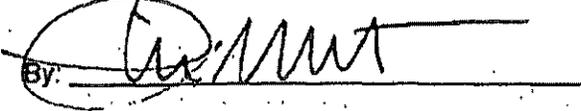
August 23, 2001
Date

New Hampshire Department of Transportation
Bureau of Turnpikes

Signature Page

This Reciprocity II Agreement is hereby approved and executed on this 18th day of December, 2003

Agency Name: VDOT

By: 

Printed Name: Philip A. Shucet

Title: Commissioner

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Associate Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- ✓ Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Burlington County Bridge Commission

By: _____

Its: EXECUTIVE DIRECTOR

Date: 7-10-01

Membership Approved and Accepted by the IAG Executive Management Committee.

Chair, IAG Executive Management Committee

Date: 5-22-02

SIGNATURE PAGE

In joining the E-ZPasssm Interagency Group each member is requested to sign the various agreements that bind the organization and establish the protocols and procedures for using the E-ZPasssm system.

On behalf of the Skyway Concession Company, LLC, (SCC) operators of the Chicago Skyway, I acknowledge acceptance of the following documents and my signature affixed hereto shall be as if I had signed each document individually:

- 1.) Operating Agreement of January 1998
- 2.) Amendment No. 1 to Operating Agreement (1999)
- 3.) Amendment No. 2 to Operating Agreement (June 8, 2000)
- 4.) Amendment No. 3 to Operating Agreement (August 3, 2000)
- 5.) Reciprocity Agreement of July 30, 1998
- 6.) Reciprocity II – Pilot Parking Services (2001)
- 7.) Reciprocity II – First Amendment (2002)
- 8.) Amendment No. 4 to the Operating Agreement (2005)
- 9.) Amendment No. 5 to the Operating Agreement (2005)



Signature

FERNANDO REDONDO

Name

CHIEF EXECUTIVE OFFICER

Title

SEPTEMBER 1, 2005

Date

**E-ZPass Interagency Group
Pilot Parking Services Program Agreement
(Reciprocity II)
First Amendment**

This FIRST AMENDMENT ("First Amendment") is made this _____ day of _____ 2002, by and between the E-ZPass Interagency Group ("IAG") Full Member Agencies ("Parties") as defined below.

WITNESSETH:

WHEREAS, the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Delaware River Joint Toll Bridge Commission, and any other toll agency approved for Full Agency Membership by unanimous action of the E-ZPass IAG Executive Management Committee ("Full Member Agencies"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, and as amended by Amendment No. 2 dated as of June 8, 2000 (collectively, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Member Agencies dated as of July 30, 1998 ("Reciprocity I Agreement"), the Reimbursement of Credit Card Fees Policy Statement, and certain other implementing agreements, the Parties have committed themselves to a joint and cooperative effort to ensure the efficient and effective operation of a regional system of electronic toll collection that enjoys the benefits of interoperability and reciprocity; and

WHEREAS, the Parties determined it to be in their best interests to institute an E-ZPass Plus Program pursuant to which the E-ZPass System is used as a payment mechanism for vehicle parking at publicly-owned parking facilities; and

WHEREAS, to effectuate such determination, on April 5, 2001 the IAG Executive Management Committee approved an E-ZPass Interagency Group Pilot Parking Services Program Agreement ("Reciprocity II Agreement") which authorized the Parties to implement the E-ZPass Plus Program at publicly-owned parking facilities identified therein for a twelve (12) month term to commence on the first day of operations of the first E-ZPass Plus Program; and

WHEREAS, pursuant to such authorization, the New York State Thruway Authority entered into an agreement with the Albany County Airport Authority to implement the E-ZPass Plus Program at the Albany International Airport, and such operations began on November 1, 2001; and

WHEREAS, the term of the Reciprocity II Agreement shall expire on November 1, 2002 and the Parties are desirous of continuing the E-ZPass Plus Program.

NOW, THEREFORE, the Parties hereto do hereby agree to amend certain elements of the Reciprocity II Agreement as follows; all terms and conditions of the Reciprocity II Agreement not amended as follows shall remain in full force and effect:

Article II (B) is amended to read as follows (material to be deleted is in [], material to be added is underscored):

II. Common Understandings of the Parties.

B. The effective term of this Reciprocity II Agreement is [12 months] three (3) years. The term shall commence on the first day of operations of the first E-ZPass Plus Program and terminate [twelve months] three (3) years thereafter.

IN WITNESS WHEREOF, the Parties hereto executed this First Amendment on the date first above written.

New Jersey Highway Authority

By: _____
Its: _____

New Jersey Turnpike Authority

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

New Jersey Highway Authority

By: [Signature]
Its: ASST. GENERAL MANAGER

New Jersey Turnpike Authority

By: [Signature]
Its: Executive Director

New York State Thruway Authority

By: [Signature]
Its: Executive Director

Pennsylvania Turnpike Commission

By: [Signature]
Its: Executive Director

Port Authority of New York and New Jersey

By: [Signature]
Its: Director, Regional E-2600 Dept

South Jersey Transportation Authority

By: [Signature]
Its: EXECUTIVE DIRECTOR

Triborough Bridge and Tunnel Authority

By: [Signature]
Its: President

Delaware River Port Authority

By: [Signature]
Its: CFO

Delaware Department of Transportation

By: [Signature]
Its: Dir. Div. of Hwy Ops.

New York State Bridge Authority

By: [Signature] 10/25/01
Its: _____

Maryland Transportation Authority

By: [Signature]
Its: Exec. Sec.

Massachusetts Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: [Signature]
Its: DIRECTOR OF BRIDGE OPERATIONS

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Associate Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- ✓ Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Burlington County Bridge Commission

By: _____

Its: _____

Date: _____

Membership Approved and Accepted by the IAG Executive Management Committee.

Chair, IAG Executive Management Committee

Date: _____

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Full Member hereby agrees to be bound by the terms of:

- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Delaware River & Bay Authority
<Agency Name>

By: *Christin V. Zyzanski*

Its: *Director of Bridge Operations*

Date: *8/1/02*

E-ZPass Interagency Group
Execution Page

The undersigned Member hereby agrees to be bound by the terms of:

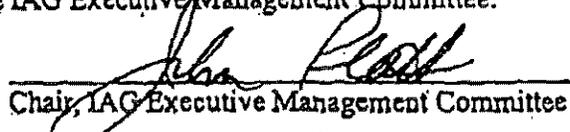
- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- Reciprocity II Agreement dated May 31, 2001.

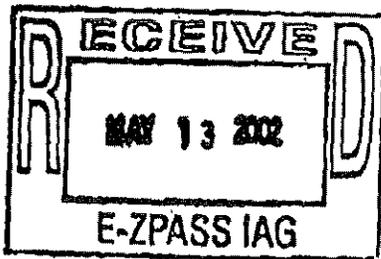
The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Delaware River Joint Toll Bridge Commission
110 Wood Street
Morrisville, Pennsylvania 19067

By: 
Its: Executive Director
Date: 4/30/02

Membership Approved and Accepted by the IAG Executive Management Committee.


Chair, IAG Executive Management Committee
Date: 5/08/02



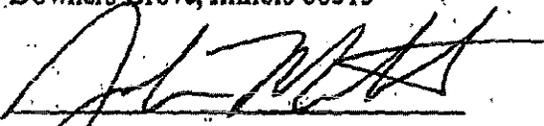
E-ZPass Interagency Group Membership
Execution Page

The undersigned Full Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- Reciprocity II Agreement dated April 5, 2001;
- Reciprocity II Amendment dated October 3, 2002.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Illinois State Toll Highway Authority
2700 Ogden Ave.
Downers Grove, Illinois 60515

By: 

Its: CHAIRMAN

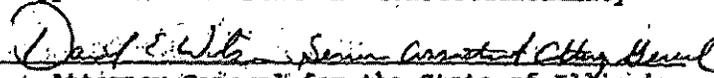
Date: 10-25-04

Membership Approved and Accepted by the LAG Executive Management Committee.


Chair, LAG Executive Management Committee

Date: November 3, 2004

Approved as to Form and Constitutionality


Attorney General for the State of Illinois

SIGNATURE PAGE

In joining the E-ZPasssm Interagency Group each member is requested to sign the various agreements that bind the organization and establish the protocols and procedures for using the E-ZPasssm system.

On behalf of the Skyway Concession Company, LLC, (SCC) operators of the Chicago Skyway, I acknowledge acceptance of the following documents and my signature affixed hereto shall be as if I had signed each document individually:

- 1.) Operating Agreement of January 1998
- 2.) Amendment No. 1 to Operating Agreement (1999)
- 3.) Amendment No. 2 to Operating Agreement (June 8, 2000)
- 4.) Amendment No. 3 to Operating Agreement (August 3, 2000)
- 5.) Reciprocity Agreement of July 30, 1998
- 6.) Reciprocity II – Pilot Parking Services (2001)
- 7.) Reciprocity II – First Amendment (2002)
- 8.) Amendment No. 4 to the Operating Agreement (2005)
- 9.) Amendment No. 5 to the Operating Agreement (2005)



Signature

FERNANDO REJONADO

Name

CHIEF EXECUTIVE OFFICER

Title

SEPTEMBER 1, 2009

Date

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- ✓ Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

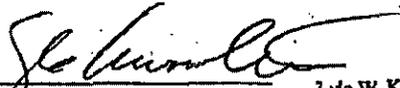
Maine Turnpike Authority
430 Riverside Street
Portland, Me 04103

By: Paul E. Violett
Its: Executive Director
Date: April 10, 2002

Membership Approved and Accepted by the IAG Executive Management Committee.

John R. Platt
Chair, IAG Executive Management Committee
Date: April 23, 2002

SIGNATURE PAGE



Lyle Knowlton

Lyle W. Knowlton
Director of Operations
NHDOT

August 23, 2001

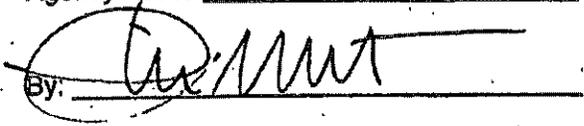
Date

New Hampshire Department of Transportation
Bureau of Turnpikes

Signature Page

This Reciprocity II Agreement is hereby approved and executed on this 18th day of December, 2003

Agency Name: VDOT

By: 

Printed Name: Philip A. Shucet

Title: Commissioner



Interagency Group

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Ohio Turnpike Commission hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Ohio Turnpike Commission will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Ohio Turnpike Commission

By: L. George Distel

Its: Executive Director

Date: 5-29-05

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Rhode Island Turnpike and Bridge Authority hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Rhode Island Turnpike and Bridge Authority will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Rhode Island Turnpike and Bridge Authority

By: Paul J. [Signature]
Its: Exec Dir - R.I.T.B.A.
Date: 10/23/06

**E-ZPass Interagency Group Membership
Execution Page**

The undersigned Associate Member hereby agrees to be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
- Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
- Amendment 2 to E-ZPass Operations Interagency Agreement dated June 8, 2000;
- Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
- Reciprocity Agreement dated July 30, 1998;
- Reciprocity II Agreement dated May 31, 2001.

The undersigned Member additionally agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

Burlington County Bridge Commission

By: _____

Its: _____

Date: _____

Membership Approved and Accepted by the IAG Executive Management Committee.

Chair, IAG Executive Management Committee

Date: _____

SIGNATURE PAGE

In joining the E-ZPassSM Interagency Group each member is requested to sign the various agreements that bind the organization and establish the protocols and procedures for using the E-ZPassSM system.

On behalf of the Skyway Concession Company, LLC, (SCC) operators of the Chicago Skyway, I acknowledge acceptance of the following documents and my signature affixed hereto shall be as if I had signed each document individually:

- 1.) Operating Agreement of January 1998
- 2.) Amendment No. 1 to Operating Agreement (1999)
- 3.) Amendment No. 2 to Operating Agreement (June 8, 2000)
- 4.) Amendment No. 3 to Operating Agreement (August 3, 2000)
- 5.) Reciprocity Agreement of July 30, 1998
- 6.) Reciprocity II – Pilot Parking Services (2001)
- 7.) Reciprocity II – First Amendment (2002)
- 8.) Amendment No. 4 to the Operating Agreement (2005)
- 9.) Amendment No. 5 to the Operating Agreement (2005)



Signature

FERNANDO REJONADO

Name

CHIEF EXECUTIVE OFFICER

Title

SEPTEMBER 1, 2005

Date

**E-ZPass Interagency Group
Pilot Parking Services Program Agreement
(Reciprocity II)
Second Amendment**

This SECOND AMENDMENT ("Second Amendment") is made this 27th day of October 2004, by and between the E-ZPass Interagency Group ("IAG") Full Member Agencies ("Parties") as defined below.

WITNESSETH:

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Delaware River Joint Toll Bridge Commission, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for Full Agency Membership by unanimous action of the E-ZPass IAG Executive Management Committee ("Full Member Agencies"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, by Amendment No. 2 dated as of June 8, 2000 and by Amendment No. 3 dated as of August 3, 2000 (collectively, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Member Agencies dated as of July 30, 1998 ("Reciprocity I Agreement"), the Reimbursement of Credit Card Fees Policy Statement, and certain other implementing agreements, the Parties have committed themselves to a joint and cooperative effort to ensure the efficient and effective operation of a regional system of electronic toll collection that enjoys the benefits of interoperability and reciprocity; and

WHEREAS, the Parties determined it to be in their best interests to institute an E-ZPass Plus Program pursuant to which the E-ZPass System is used as a payment mechanism for vehicle parking at publicly-owned parking facilities; and

WHEREAS, to effectuate such determination, on April 5, 2001 the IAG Executive Management Committee approved an E-ZPass Interagency Group Pilot Parking Services Program Agreement ("Reciprocity II Agreement") which authorized the Parties to implement the E-ZPass Plus Program at publicly-owned parking facilities identified therein for a twelve (12) month term to commence on the first day of operations of the first E-ZPass Plus Program; and

WHEREAS, pursuant to such authorization, the New York State Thruway Authority entered into an agreement with the Albany County Airport Authority to implement the E-ZPass Plus Program at the Albany International Airport, and such operations began on November 1, 2001; and

WHEREAS, the initial term of the Reciprocity II Agreement was to expire on November 1, 2002, the Parties were desirous of continuing the E-ZPass Plus Program, and on October 3, 2002 the IAG Executive Management Committee approved a First Amendment to the Reciprocity II Agreement extending the term of such Agreement by two (2) years to November 1, 2004; and

WHEREAS, the term of the First Amendment to the Reciprocity II Agreement was to expire on November 1, 2004, the Parties were desirous of continuing the E-ZPass Plus Program, and on October 27, 2004 the IAG Executive Management Committee approved a Second Amendment to the Reciprocity II Agreement extending the term of such Agreement by an additional year to November 1, 2005 and formally including additional publicly-owned parking facilities the IAG Executive Management Committee approved for participation in the E-ZPass Plus Program on October 9, 2003 and April 8, 2004.

NOW, THEREFORE, the Parties hereto do hereby agree to amend certain elements of the Reciprocity II Agreement as follows (material to be deleted is in [], material to be added is underscored); all terms and conditions of the Reciprocity II Agreement not amended as follows shall remain in full force and effect:

Article II (A) is amended to read as follows:

The purpose of this Reciprocity II Agreement is to institute an E-ZPass Plus Program whereby the E-ZPass System will be used as a payment mechanism for Parking Services at publicly-owned parking facilities located at the Albany County Airport, at parking facilities owned by the Port Authority of New York and New Jersey, at parking facilities owned by the South Jersey Transportation Authority, at the three parking facilities owned by the New Jersey Transit Authority located at Metropark, Montclair and Ramsey, and such other publicly-owned parking facilities as are approved by action of the IAG Executive Management Committee during the term of this Reciprocity II Agreement. Eligibility to be a Host shall be limited to Full Member Agencies and to those Associate and Affiliate Members whose service as a Host is approved by action of the IAG Executive Management Committee.

Article II (B) is amended to read as follows:

The effective term of this Reciprocity II Agreement is [three (3)] four (4) years. The term shall commence on [the first day of operations of the first E-ZPass Plus Program] November 1, 2001 and terminate [three (3)] four (4) years thereafter.

IN WITNESS WHEREOF, the Parties hereto executed this Second Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: Mr. Matthew J. Amorelli
Its: Chairman

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

**E-ZPass Interagency Group
Pilot Parking Services Program Agreement
(Reciprocity II)
Third Amendment**

This THIRD AMENDMENT ("Third Amendment") is made this 15th day of June 2006, by and between the E-ZPass Interagency Group ("IAG") Full Member Agencies ("Parties") as defined below.

WITNESSETH:

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Delaware River Joint Toll Bridge Commission, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for Full Agency Membership by unanimous action of the E-ZPass IAG Executive Management Committee ("Full Member Agencies"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, by Amendment No. 2 dated as of June 8, 2000, by Amendment No. 3 dated as of August 3, 2000, by Amendment No. 4 dated as of June 23, 2005 and by Amendment No. 5 dated as of August 29, 2005 (collectively, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Member Agencies dated as of July 30, 1998 ("Reciprocity I Agreement"), the Reimbursement of Credit Card Fees Policy Statement, and certain other implementing agreements, the Parties have committed themselves to a joint and cooperative effort to ensure the efficient and effective operation of a regional system of electronic toll collection that enjoys the benefits of interoperability and reciprocity; and

WHEREAS, the Parties determined it to be in their best interests to institute an E-ZPass Plus Program pursuant to which the E-ZPass System is used as a payment mechanism for vehicle parking at publicly-owned parking facilities; and

WHEREAS, to effectuate such determination, on April 5, 2001 the IAG Executive Management Committee approved an E-ZPass Interagency Group Pilot Parking Services Program Agreement, as amended, ("Reciprocity II Agreement") which authorized the Parties to implement the E-ZPass Plus Program at publicly-owned parking facilities identified therein for a twelve (12) month term to commence on the first day of operations of the first E-ZPass Plus Program; and

WHEREAS, pursuant to such authorization, the New York State Thruway Authority entered into an agreement with the Albany County Airport Authority to implement the E-ZPass Plus Program at the Albany International Airport, and such operations began on November 1, 2001; and

WHEREAS, the initial term of the Reciprocity II Agreement was to expire on November 1, 2002, the Parties were desirous of continuing the E-ZPass Plus Program, and on October 3, 2002 the IAG Executive Management Committee approved a First Amendment to the Reciprocity II Agreement extending the term of such Agreement by two (2) years to November 1, 2004; and

WHEREAS, the term of the First Amendment to the Reciprocity II Agreement was to expire on November 1, 2004, the Parties were desirous of continuing the E-ZPass Plus Program, and on October 27, 2004 the IAG Executive Management Committee approved a Second Amendment to the Reciprocity II Agreement extending the term of such Agreement by an additional year to November 1, 2005 and formally including additional publicly-owned parking facilities the IAG Executive Management Committee approved for participation in the E-ZPass Plus Program on October 9, 2003 and April 8, 2004; and

WHEREAS, the Parties are now desirous of making the term of the Reciprocity II Agreement permanent and making some adjustments to the provisions of the E-ZPass Plus Program; and

NOW, THEREFORE, the Parties hereto do hereby agree to amend certain elements of the Reciprocity II Agreement as follows (material to be deleted is in [], material to be added is underscored); all terms and conditions of the Reciprocity II Agreement not amended as follows shall remain in full force and effect:

The title is amended to read as follows:

E-ZPass Interagency Group
[Pilot] Public Parking Services Program Agreement
(Reciprocity II)
April 5, 2001

Section B of Article I is amended to read as follows:

- B. "Customer Service Center" or "CSC" means a facility that is responsible for transmitting files in accordance with the then current IAG Inter-CSC Interface File Specification [and may be operated by a Member Agency or by a vendor on behalf of a Member Agency] in accordance with the Operating Agreement.

Section E of Article I is amended to read as follows:

- E. "E-ZPass tag holder" means any electronic toll collection customer whose tag is valid in the E-ZPass system[, including but not limited to E-ZPass and Fastlane customers].

Article I is amended by adding a new section K to read as follows:

- K. "Publicly-owned parking facility" means a parking facility that is owned by a Member Agency which is defined as a public entity by the laws of the state in which it is located or owned by another public entity as defined by the laws of the State in which it is located and such public entity has entered into a Facility Operator Agreement with a public entity Member Agency in accordance with the terms of this Reciprocity II Agreement.

Section A of Article II is amended to read as follows:

- A. The purpose of this Reciprocity II Agreement is to institute an E-ZPass Plus Program whereby the E-ZPass System will be used as a payment mechanism for Parking Services at publicly-owned parking facilities [located at the Albany County Airport, at parking facilities owned by the Port Authority of New York and New Jersey, at parking facilities owned by the South Jersey Transportation Authority, at the three parking facilities owned by the New Jersey Transit Authority located at Metropark, Montclair and Ramsey, and such other publicly-owned parking facilities as are approved by action of the IAG Executive Management Committee during the term of this Reciprocity II Agreement]. One Full Member Agency shall not enter into a Facility Operator Agreement for implementation of E-ZPass Plus at a publicly-owned parking facility located in a state in which another Full Member Agency is the only E-ZPass IAG Member Agency operating in that state without the consent of that Full Member Agency which operates within that state. Eligibility to be a Host shall be limited to Full Member Agencies and to those Associate and Affiliate Members whose service as a Host is approved by action of the IAG Executive Management Committee.

Section B of Article II is amended to read as follows:

- B. The [effective] term of this Reciprocity II Agreement [is four (4) years. The term] shall commence on November 1, 2001 and shall continue in effect until terminated [four (4) years thereafter] by the Parties or until the termination of the Reciprocity I Agreement, whichever occurs first. A Member Agency may elect not to participate in the provision of E-ZPass Plus services at one or more publicly-owned parking facilities but shall otherwise remain subject to this Reciprocity II Agreement.

Section D of Article II is amended to read as follows:

- D. In order to successfully implement the E-ZPass Plus program, the Parties agree to provide each other with all information necessary to [allow the calculation of aggregate funds as defined in Addendum I attached hereto, as well as to] accurately process transactions and fees in accordance with the terms of this Reciprocity II Agreement.

The opening paragraph of Section A of Article III is amended to read as follows:

- A. Terms Applicable to Member Agencies and Non-Member Agencies.

The following terms of this Reciprocity II Agreement are applicable to all Facility Operators, whether Member Agencies or non-Member Agencies. All Facility Operator Agreements between a Host and a non-Member Agency Facility Operator shall contain the provisions set forth in this section and must be approved by the Executive Director of the IAG as being in compliance with all of the terms and conditions of this Reciprocity II Agreement.

Subdivision 1 of Section A of Article III is amended to read as follows:

1. Availability. The E-ZPass Plus program will be available only to those valid E-ZPass tag holders who; automatically replenish their accounts through credit cards or replenish their accounts through ACH accounts accompanied by a credit card; and meet the criteria established by the Home's customer agreement. Each Home agrees to notify all of its customers of this limitation on the use of E-ZPass Plus. All Facility Operators must utilize only text approved by the Host when communicating with customers about the availability of E-ZPass Plus at such facilities. Any E-ZPass customer that meets the criterion for participation in E-ZPass Plus set forth in this paragraph shall be eligible for these services. [However, each Home shall also provide such eligible customers with the option of not participating in the E-ZPass Plus Program.]

Subdivision 2 of Section A of Article III is amended to read as follows:

2. Dedicated Lanes. Facility Operators [shall have the discretion to] may dedicate lanes for E-ZPass Plus [lanes at their facilities] usage only for Parking Services covered by this Reciprocity II Agreement.

Subdivision 4 of Section A of Article III is amended to read as follows:

4. Customer Inquiries. All Facility Operators must maintain a system for responding to customer inquiries acceptable to the Host. The Facility Operator's phone number, preferably a toll-free number, shall appear on all customer statements indicating E-ZPass Plus usage. The Home's CSC representative [shall] may handle calls regarding E-ZPass Plus usage to the extent feasible, and those calls

that cannot be so handled will be referred to the Host and/or the Facility Operator.

Subdivision 5 of Section A of Article III is amended to read as follows:

5. Premium Fees for Parking Services. If permitted by applicable law, Facility Operators may charge premium fees for the use of E-ZPass tags at their parking facilities that exceed their standard charges for Parking Services. But, all Facility Operators must prominently display any such premium fee in such a manner as to provide sufficient notice to customers that enables the customers to make informed determinations about whether to use the tag for the service. The location and text of this signage shall be subject to the prior approval of the Host and prior notification of the IAG [Public Relations and Marketing Committee] Executive Director.

Subdivision 7 of Section A of Article III is amended to read as follows:

7. Provision of Compatible Equipment. All Facility Operators must [acquire] use the IAG[-compatible] equipment required to implement Parking Services at a [specific location] publicly-owned parking facility pursuant to this Reciprocity II Agreement. Such equipment shall be [compatible with all equipment used by all parties to the IAG Operating Agreement for toll usage] as indicated in the IAG-Mark IV Irrevocable Offer or successor equipment required by the IAG Operating Agreement. The use of E-ZPass Plus equipment for any purpose other than Parking Services is strictly prohibited, including, but not limited to sale, lease, or other Facility Operator activity. The Host is responsible for enforcing the requirements of this paragraph.

Subdivision 8 of Section A of Article III is amended to read as follows:

8. Lane Testing/Integration. All Facility Operators must conduct lane testing and achieve and maintain integration between the CSCs and the Host for E-ZPass Plus service, consistent with the testing and integration required for toll lanes under the Operating Agreement and as detailed in Addendum II. The Host is responsible for enforcing the requirements of this paragraph.

Subdivision 11 of Section A of Article III is amended to read as follows:

11. Confidentiality. This Reciprocity II Agreement and any Facility Operator Agreements entered into pursuant thereto are subject to the Confidentiality provisions of the Reciprocity I Agreement, except as provided herein. Facility Operators will be provided a customer's name and address, only as permitted by applicable law and Home policy, and only after the Home and Host have exhausted their own normal posting procedures. E-ZPass Plus transactions under such Facility Operator Agreement are not subject to the Member Agency's routine violations processing systems.

Subdivision 12 of Section A of Article III is amended to read as follows:

12. **Disputed Parking Charges.** The Home shall be initially responsible for disposition of customers' disputed E-ZPass Plus charges. If the disputed charges relate to the handling of a particular E-ZPass Plus transaction, the Host or Facility Operator shall handle the disposition of such charges. The Facility Operator's responsibilities in this respect shall be clearly defined in the Facility Operator Agreement. If the Home unilaterally decides to forgive a disputed transaction, the Home may not back charge this amount to the Host. If the Host [or Facility Operator] authorizes the Home to forgive an E-ZPass Plus transaction, that amount can be back charged to the Host Agency. A Facility Operator may not authorize the Home to forgive an E-ZPass Plus transaction and charge it back to the Host without the consent of the Host.

Subdivision 13 of Section A of Article III is amended to read as follows:

13. **Termination.** The Host shall have the right to terminate a Facility Operator's use of E-ZPass Plus services for cause at any time, with the concurrent right to enter upon a Facility Operator's property to remove all signage relating to the E-ZPass Plus services. The Host shall give [advance] written notice of the exercise of these rights to the [Facility Operator and the] Parties. The Host shall also have the right to terminate the Facility Operator's use of E-ZPass Plus services for convenience, upon not more than thirty (30) days' written notice to the Facility Operator. At the end of such notice period, the Host shall have the right to enter upon a Facility Operator's property to remove all signage relating to E-ZPass Plus services. All [items of performance] charges relating to the Facility Operator's operation under the Facility Operator Agreement shall be settled in accordance with this Reciprocity II Agreement within sixty (60) days of the date of termination.

Subdivision 14 of Section A of Article III is amended to read as follows:

14. **E-ZPass Plus Service Mark.** All Facility Operators shall be required to execute and maintain a Service Mark License Agreement with the Port Authority of New York and New Jersey in a form prescribed by the IAG.

Subdivision 15 of Section A of Article III is amended to read as follows:

15. **Patent protection.** All Facility Operators shall be prohibited from engaging in any conduct which would violate the patent protections for [E-ZPass Plus] equipment, defined in Article III(A)(7) and shall be required to indemnify and hold harmless the Members of the IAG from and against any and all claims which may arise as a result of such conduct.

Subdivision 2 of Section B of Article III is amended to read as follows:

2. Revenue. Settlement and reporting of E-ZPass Plus transactions shall be conducted in accordance with the most current IAG Inter-CSC Interface File Specification and IAG-N versions available, attached hereto, which may be modified from time to time in accordance with the terms of the Reciprocity I Agreement. The Host shall make [every] its best effort to provide transaction files to the Home within ten (10) days of an E-ZPass Plus transaction. [This is not to imply that transactions submitted after ten (10) days will be rejected.] Home CSCs are obligated to process the reported E-ZPass Plus transaction amount. Any discount plans and programs are the sole responsibility of the Host or Facility Operator; provided, however, that a Member Agency may, in its discretion, elect to program for another Member Agency's discount plan. The Host shall provide the Home with the transaction amount to be posted. All E-ZPass Plus funds that the Home collects from the customer in accordance with the terms of this Reciprocity II Agreement shall be transferred to the Host in accordance with the aforementioned toll settlement procedures then in use. The Home will not guarantee funds for E-ZPass Plus services; the risk of loss in such cases shall be on the Facility Operator or the Host, as they may determine in their Facility Operator Agreement. The Facility Operator may resubmit rejected or declined transactions once, within sixty (60) days of the transaction date. The Home may elect to charge back to the Host [C]credit card customer charge-backs disputed and lost by the Home [may be charged back to the Host].

Subdivision 3 of Section B of Article III is amended to read as follows:

3. Interoperability. The Host shall be responsible for establishing and maintaining full business interoperability between itself and the Parties for the E-ZPass Plus services provided pursuant to this Reciprocity II Agreement.

Subdivision 4 of Section B of Article III is amended to read as follows:

4. Frequency of Payment. Payment among the Parties for E-ZPass Plus transactions shall be made in accordance with the Settlement & Revenue Reconciliation provisions of the Reciprocity I Agreement. Notwithstanding an agreement between two (2) or more Parties as to the settlement of toll transactions, [T]the settlement of such E-ZPass Plus transactions shall be made no less than once per month, but may be made more frequently for E-ZPass Plus transactions as agreed between two (2) or more Parties.

Subdivision 6 of Section B of Article III is amended to read as follows:

6. Parties in Interest. This Reciprocity II Agreement shall be solely for the cooperative benefit of the Parties. No other person or entity that is not a signatory to this Reciprocity II Agreement shall be a beneficiary of its provisions, nor have the right to enforce its terms against the Parties. Specifically, and

without limitation of the foregoing, under no circumstances shall any Facility Operator or other party to an agreement between any of the Parties, have the right to enforce this Reciprocity II Agreement against any party or claim the benefit of any of its provisions.

Section C of Article I of Addendum I is amended to read as follows:

C. Automated Clearing House ("ACH") accounts are not considered to be the same as credit card accounts and shall not be included as valid accounts for the [pilot] E-ZPass Plus program unless such accounts are also secured by credit cards.

Section E of Article I of Addendum I is amended to read as follows:

E. A Host will not charge or collect from a Facility Operator any fees or payments for E-ZPass Plus services except for [subscription,] transaction[, and credit card fees]. The subscription and credit card fees must be in an amount consistent with) as set forth in this Addendum; transaction fees can be in any amount agreed to between the Host and the Facility Operator] and costs incurred by the Host solely for the purpose of establishing and maintaining E-ZPass Plus services with a Facility Operator.

The second Section B of Article II of Addendum I is deleted in its entirety as follows:

[B. Aggregate funds
The aggregate funds for an E-ZPass Plus transaction sent from a Host to a Home shall be calculated as follows:
The aggregate funds equal the E-ZPass Plus transaction fee the Host charges to the Facility Operator minus the 12.5¢ transaction fee the Home charges to the Host.]

Section B of Article III of Addendum I is deleted in its entirety as follows:

[B. Subscription Fee
1. Non-Member Agency Facility Operator Agreements shall require the Facility Operator to pay to the IAG an initial subscription fee of not less than \$30,000, regardless of the number of facilities owned by that Facility Operator. Within one year of receipt, the IAG will distribute such subscription fees to the Member Agencies on a pro-rata basis for reimbursement of actual costs of programming E-ZPass Plus application requirements into CSC operations.
2. Non-Member Agency Facility Operator Agreements shall also require that the Facility Operator pay an annual renewal subscription fee of 10% of the initial subscription fee in the event that the Facility Operator Agreement is extended beyond the initial term. Such annual renewal subscription fee shall be distributed amongst the Member Agencies in the same manner as the initial subscription fee.]

Section C of Article III of Addendum I is renumbered Section B of Article III of Addendum I as follows:

[C.] B. Credit Card Fee

The Host is responsible for paying to the Home the credit card fee for every E-ZPass Plus transaction processed by the Home. Such payment shall be made in accordance with the IAG-N currently in use at the time of settlement.

Section D of Article III of Addendum I is deleted in its entirety as follows:

[D. Aggregate Funds

1. Positive aggregate funds shall be divided evenly between the Host and Home agencies. The Host will settle aggregate funds with Home agencies on a gross basis, once per settlement period.
2. There shall be no distribution of aggregate funds for transactions at Member Agency owned parking facilities.]

Section E of Article III of Addendum I is renumbered Section C of Article III of Addendum I as follows:

[E.] C. Reports and Settlement

1. Parking activity shall be reported separately from toll activities to the Home in separate files, in accordance with the IAG-N currently in use at the time of reporting.
2. Settlement reports are generated for each Host/Facility Operator.
3. The Home will transfer to the Host funds collected for E-ZPass Plus transactions net of credit card and transaction fees.
4. The Home will provide reconciliation files in accordance with the IAG-N currently in use at the time of reporting. The supporting reports will reflect fees, chargebacks or unpaid transactions charged by the Home against revenue transferred to the Host.
5. All E-ZPass Plus transactions charged and adjustments made to the customer's E-ZPass account will be reflected on the customer statement. Information will include, where applicable, entry and exit time/date; entry and exit location, time & date of transaction; amount, payment allocation source (credit card or pre-paid balance) and adjustments. The statement shall clearly indicate when charges are made directly to the credit card and do not impact the pre-paid toll account.

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: Michael I...
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: 
Its: Executive Director

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: John C. Kelly
Its: Director, Tunnels, Bridges and Tolls

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

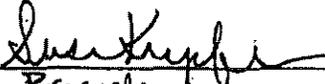
Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: 
Its: President

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

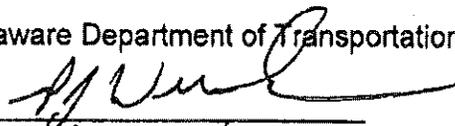
Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: 
Its: Toll Operations AD

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

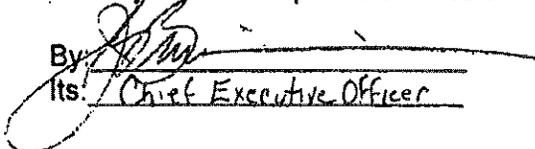
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IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: 
Its: Chief Executive Officer

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

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New Jersey Turnpike Authority

By: _____
Its: _____

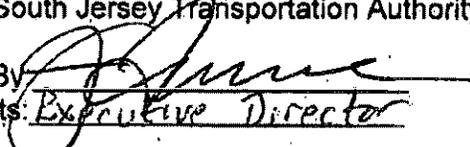
Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: 
Its: Executive Director

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Section F of Article III of Addendum I is renumbered Section D of Article III of Addendum I and is amended to read as follows:

[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: 
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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[F.] D. Study

[During the pilot period covered by this Reciprocity II Agreement,] Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data [in the future] to [make] consider adjustments to the business and financial rules for [non-toll business opportunities] the E-ZPass Plus Program such that operation of the Program is at least revenue neutral for Home Agencies.

IN WITNESS WHEREOF, the Parties hereto executed this Third Amendment on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

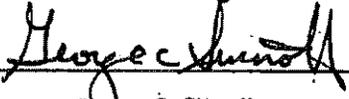
Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: 
Its: _____
George C. Sirmott
EXECUTIVE DIRECTOR

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Maryland Transportation Authority

By: Paul A. McMillan III
Its: Exec. Director

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

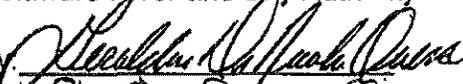
Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: 
Its: Chief Information Officer

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: *Albert R. Almon*
Its: *E-2 Pass Program Manager*

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

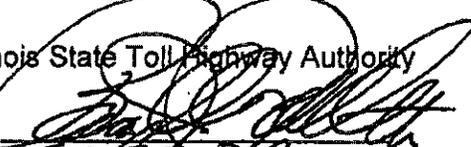
New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: 
Its: FREE DIR

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: *Mary Jane O'Meara*
Its: *Executive Director*

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: Paul E. Yulett
Its: Executive Director

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: Barbara W. Reese
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

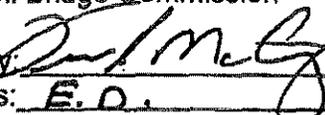
Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: 
Its: E. D.

Illinois State Toll Highway Authority

By: _____
Its: _____



Interagency Group

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Ohio Turnpike Commission hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Ohio Turnpike Commission will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Ohio Turnpike Commission

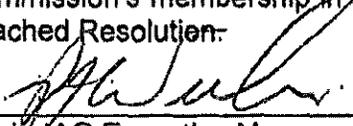
By: L. George Distel

Its: Executive Director

Date: 5-29-08

Execution Page
E-ZPASS® INTERAGENCY GROUP
Ohio Turnpike Commission

The IAG Executive Management Committee approved the Ohio Turnpike Commission's membership in the IAG as a Full Member Agency pursuant to the attached Resolution:



Chair, IAG Executive Management Committee

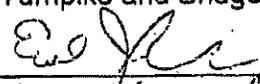
Date: 6/2/08

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Rhode Island Turnpike and Bridge Authority hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

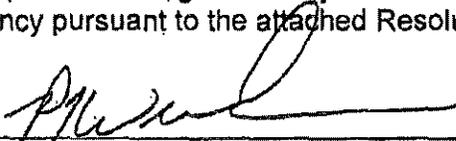
- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Rhode Island Turnpike and Bridge Authority will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Rhode Island Turnpike and Bridge Authority

By: 
Its: Rhode Island Turnpike and Bridge Authority
Date: 10/23/06

Execution Page
E-ZPASS® INTERAGENCY GROUP
Rhode Island Turnpike and Bridge Authority

The IAG Executive Management Committee approved the Rhode Island Turnpike and Bridge Authority's membership in the IAG as a Full Member Agency pursuant to the attached Resolution.



Chair, IAG Executive Management Committee.

Date: 11/05/08



Interagency Group

E-ZPass Interagency Group Execution Page

The undersigned Member hereby agrees to adopt and be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
 - Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
 - Amendment 2 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
 - Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
 - Amendment 4 to E-ZPass Operations Interagency Agreement dated June 23, 2005;
 - Amendment 5 to E-ZPass Operations Interagency Agreement dated August 29, 2005;
 - Amendment 6 to E-ZPass Operations Interagency Agreement dated March, 2007
- Collectively these documents are known as the Operating Agreement

- Reciprocity Agreement dated July 30, 1998;
- Reciprocity II Agreement dated April 5, 2001;
- Reciprocity II Agreement Third Amendment dated June 15, 2006;
- Reciprocity III Agreement dated June 15, 2006;
- Credit Card Reimbursement
- Policy Matrix

The undersigned Member additionally agrees to the terms applicable in the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

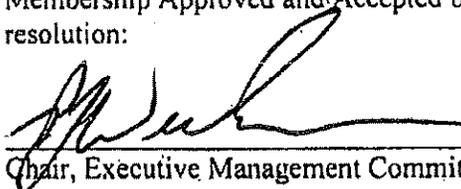
~~ITR CONCESSION CO. LLC~~

By: 

Its: LEO

Date: MAR 02 2007

Membership Approved and Accepted by the IAG Executive Management Committee by resolution:


Chair, Executive Management Committee

4/12/07
Date

**E-ZPass Interagency Group
Private Parking Services Program Agreement
(Reciprocity III)**

This AGREEMENT ("Reciprocity III Agreement") is made the 15th day of June 2006, by and between the E-ZPass Interagency Group ("IAG") Full Member Agencies ("Parties") as defined below.

WITNESSETH:

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Delaware River Joint Toll Bridge Commission, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for Full Agency Membership by unanimous action of the E-ZPass IAG Executive Management Committee ("Full Member Agencies"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, by Amendment No. 2 dated as of June 8, 2000, by Amendment No. 3 dated as of August 3, 2000, by Amendment No. 4 dated as of June 23, 2005, and by Amendment No. 5 dated as of August 29, 2005 (collectively, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Member Agencies dated as of July 30, 1998 ("Reciprocity I Agreement"), the Reimbursement of Credit Card Fees Policy Statement, and certain other implementing agreements, the Parties have committed themselves to a joint and cooperative effort to ensure the efficient and effective operation of a regional system of electronic toll collection that enjoys the benefits of interoperability and reciprocity; and

WHEREAS, the Parties determined it to be in their best interests to institute an E-ZPass Plus Program pursuant to which the E-ZPass System is used as a payment mechanism for vehicle parking at publicly-owned parking facilities; and

WHEREAS, to effectuate such determination, on April 5, 2001 the IAG Executive Management Committee approved an E-ZPass Interagency Group Parking Services Program Agreement ("Reciprocity II Agreement") which authorized the Parties to implement the E-ZPass Plus Program at publicly-owned parking facilities; and

WHEREAS, the Parties have now determined it to be in their best interests to expand the E-ZPass Plus Program to allow the E-ZPass System to be used as a payment mechanism for vehicle parking at privately-owned parking facilities; and

WHEREAS, all things necessary to constitute this Reciprocity III Agreement as a valid and binding agreement by and between the Parties in accordance with the terms hereof

have been duly performed, and the execution and delivery of this Reciprocity III Agreement has in all respects been duly authorized by the respective Parties.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

- I. **Definitions.** As used in this Reciprocity III Agreement, the following terms shall have the following meanings:
 - A. "Credit Card Customer Charge Backs" means those instances where an E-ZPass credit card customer disputes a charge against his or her account, and the credit card issuer makes a determination that the charge shall not be placed against the customer's account.
 - B. "Customer Service Center" or "CSC" means a facility that is responsible for transmitting files in accordance with the then current IAG Inter-CSC Interface File Specification in accordance with the Operating Agreement.
 - C. "E-ZPass Plus transaction" means the use of an E-ZPass Tag as a payment mechanism for vehicle parking at a privately-owned parking facility which results in the Host paying to the Home a 12.5¢ transaction fee as reported in the Reconciliation File.
 - D. "E-ZPass System" means the various electronic toll collection systems operated by the Member Agencies of the E-ZPass IAG who offer reciprocal service in accordance with the Reciprocity I Agreement.
 - E. "E-ZPass Tag holder" means any electronic toll collection customer whose Tag is valid in the E-ZPass system.

- F. "Facility Operator" means an entity that is a party to an agreement ("Facility Operator Agreement") with a Host for the provision of Parking Services using the E-ZPass System.
- G. "Home" shall have the same meaning as the term "Home Agency" is defined in the Reciprocity I Agreement.
- H. "Host" means a Member Agency that enters into an agreement with a non-Member Agency entity, under terms and conditions that comply with this Reciprocity III Agreement, for the provision of Parking Services using the E-ZPass System.
- I. "Member Agency" means any Member of the IAG, including Full Member Agencies as defined herein, and Associate and Affiliate Member Agencies as defined in the Operating Agreement.
- J. "Parking" or "Parking Services" means the provision of vehicle parking at privately-owned parking facilities.
- K. "Privately-owned parking facility" means a parking facility that is not a publicly-owned parking facility as that term is defined in the Reciprocity II Agreement and is a parking facility that is specifically identified in a Facility Operator Agreement entered into in accordance with this Reciprocity III Agreement.

Capitalized terms used in this Reciprocity III Agreement which are not defined herein shall have the same meanings as set forth in the Reciprocity I Agreement.

II. Common Understandings of the Parties.

- A. The purpose of this Reciprocity III Agreement is to institute an E-ZPass Plus Program whereby the E-ZPass System will be used as a payment mechanism for Parking Services at privately-owned parking facilities pursuant to Facility Operator Agreements entered into in accordance with the terms of this Reciprocity III Agreement. One Full Member Agency shall not enter into a Facility Operator Agreement for implementation of E-ZPass Plus services at a privately-owned parking facility located in a state in which another Full Member Agency is the only E-ZPass IAG Member Agency operating in that state without the consent of that Full Member Agency which operates within that state. Eligibility to be a Host shall be limited to Full Member Agencies and to those Associate and Affiliate Members whose service as a Host is approved by action of the IAG Executive Management Committee.
- B. Prior to entering into a Facility Operator Agreement, a Member Agency shall provide notice to the IAG Executive Director providing detailed information about the prospective Facility Operator in a form prescribed by the IAG Executive Director. The IAG Executive Director shall circulate such notice to all Member Agencies. If any Member Agency has comments on such prospective Facility Operator, such Member Agency shall notify the IAG Executive Director of such comments within thirty (30) days of receipt of the notice and the Executive Director shall then circulate such comments to all Member Agencies.

- C. The term of this Reciprocity III Agreement shall commence on the date first above written and shall continue in effect until terminated by the Parties or until the termination of the Reciprocity I Agreement, whichever occurs first. A Member Agency may elect not to participate in the provision of E-ZPass Plus services at one or more privately-owned parking facilities but shall otherwise remain subject to this Reciprocity III Agreement.
- D. The Parties agree to cooperate in the provision of E-ZPass Plus services through this Reciprocity III Agreement subject to the provisions of the IAG Agreements, which shall include the Operating Agreement, Reciprocity I Agreement, Reciprocity II Agreement, Service Mark License Agreement, Mark IV Irrevocable Offer, Inter-CSC Interface File Specifications and Vehicle Classification Table, Inter-CSC Settlement Report Specification Non-Toll Activity ("IAG-N"), Operations Guidelines, and any other agreement or amendment approved by action of the IAG Executive Management Committee.
- E. In order to successfully implement the E-ZPass Plus program, the Parties agree to provide each other with all information necessary to allow the calculation of surplus funds as defined in Addendum I attached hereto, as well as to accurately process transactions and fees in accordance with the terms of this Reciprocity III Agreement.

III. Terms of this Reciprocity III Agreement

A. Terms Applicable to Member Agencies and Non-Member Agencies.

The following terms of this Reciprocity III Agreement are applicable to all Facility Operators. All Facility Operator Agreements shall contain the provisions set forth in this section. All Facility Operator Agreements must be submitted to the IAG Executive Director along with the Host's certification that it has found the Facility Operator responsible in accordance with the Host's standard vendor responsibility procedures. No Facility Operator Agreement shall be effective unless approved by the Executive Director of the IAG as being in compliance with all of the terms and conditions of this Reciprocity III Agreement.

- 1. Availability.** The E-ZPass Plus program will be available only to those valid E-ZPass Tag holders who: automatically replenish their accounts through credit cards or replenish their accounts through ACH accounts accompanied by a credit card; and meet the criteria established by the Home's customer agreement. Each Home agrees to notify all of its customers of this limitation on the use of E-ZPass Plus. All Facility Operators must utilize only text approved by the Host when communicating with customers about the availability of E-ZPass Plus at such facilities. Any E-ZPass customer that meets the criterion for participation in E-ZPass Plus set forth in this paragraph shall be eligible for these services subject to a Member Agency's election not to participate in the provision of E-ZPass Plus services at one or more privately-owned parking facilities.

2. **Dedicated Lanes.** Facility Operators may dedicate lanes for E-ZPass Plus usage only for Parking Services covered by this Reciprocity III Agreement.
3. **Marketing of E-ZPass Plus Services.** Facility Operators must follow the policies and procedures adopted by the IAG for reviewing any marketing materials relating to the Parking Services permitted under this Reciprocity III Agreement. At a minimum, the Host shall be given the opportunity to review and approve such materials prior to usage, and otherwise follow IAG Marketing Guidelines.
4. **Customer Inquiries.** All Facility Operators must maintain a system for responding to customer inquiries acceptable to the Host. The Facility Operator's phone number, preferably a toll-free number, shall appear on all customer statements indicating E-ZPass Plus usage. The Home's CSC representative may handle calls regarding E-ZPass Plus usage to the extent feasible, and those calls that cannot be so handled will be referred to the Host and/or the Facility Operator.
5. **Premium Fees for Parking Services.** If permitted by applicable law, Facility Operators may charge premium fees for the use of E-ZPass Tags at their parking facilities that exceed their standard charges for Parking Services. But, all Facility Operators must prominently display any such premium fee in such a manner as to provide sufficient notice to customers that enables the customers to make informed determinations about whether to use the Tag for the service. The

location and text of this signage shall be subject to the prior approval of the Host and prior notification of the IAG Executive Director.

6. **Charging Parking Fees to Credit Card Accounts.** All E-ZPass Plus transactions in an amount less than \$20.00 shall be charged to the customer's E-ZPass account, while all E-ZPass Plus transactions in an amount of \$20.00 or more shall be charged to the customer's credit card account. E-ZPass Plus transactions that are posted after an E-ZPass credit card replenishment account has been converted to a cash account may not be charged to the customer's E-ZPass or credit card account. In the event an E-ZPass Plus transaction is rejected for payment, the Facility Operator may resubmit that transaction one time only within sixty (60) days of the transaction date. E-ZPass Plus transactions applied to a customer's E-ZPass account shall be included in the calculation of replenishment and threshold levels for such account.
7. **Provision of Compatible Equipment.** All Facility Operators must use the IAG equipment required to implement Parking Services at a privately-owned parking facility pursuant to this Reciprocity III Agreement. Such equipment shall be as indicated in the IAG-Mark IV Irrevocable Offer or successor equipment required by the IAG Operating Agreement. The use of E-ZPass Plus equipment for any purpose other than Parking Services is strictly prohibited, including, but

not limited to sale, lease, or other Facility Operator activity. The Host is responsible for enforcing the requirements of this paragraph.

8. **Lane Testing/Integration.** All Facility Operators must conduct lane testing and achieve and maintain integration between the CSCs and the Host for E-ZPass Plus service, consistent with the testing and integration required for toll lanes under the Operating Agreement and as detailed in Addendum II. The Host is responsible for enforcing the requirements of this paragraph.
9. **Deployment Restrictions.** Signage for E-ZPass Plus with respect to the color and service mark appearance and location shall comply in all respects with the IAG Operations Guidelines and Service Mark License Agreement. Facility Operators may, in their discretion, use gates, Automatic Vehicle Classification, Violation Enforcement Systems, and other deployment restrictions. The Host will not process E-ZPass Plus transactions using license plate images.
10. **Uploading Transaction Files.** Facility Operators must upload all E-ZPass Plus transactions to the Host or Host CSC at least once a day, or more frequently as determined by agreement between the Host and the Facility Operator. The Host shall transmit Tag Transaction data related to such Parking Services pursuant to the Tag Transaction transmission requirements of the Reciprocity I Agreement.
11. **Confidentiality.** This Reciprocity III Agreement and any Facility Operator Agreements entered into pursuant thereto are subject to the

Confidentiality provisions of the Reciprocity I Agreement, except as provided herein. Facility Operators will be provided a customer's name and address, only as permitted by applicable law and Home policy, and only after the Home and Host have exhausted their own normal posting procedures. E-ZPass Plus transactions under such Facility Operator Agreement are not subject to the Member Agency's routine violations processing systems.

12. Disputed Parking Charges. The Home shall be initially responsible for disposition of customers' disputed E-ZPass Plus charges. If the disputed charges relate to the handling of a particular E-ZPass Plus transaction, the Host or Facility Operator shall handle the disposition of such charges. The Facility Operator's responsibilities in this respect shall be clearly defined in the Facility Operator Agreement. If the Home unilaterally decides to forgive a disputed transaction, the Home may not back charge this amount to the Host. If the Host authorizes the Home to forgive an E-ZPass Plus transaction, that amount can be back charged to the Host. A Facility Operator may not authorize the Home to forgive an E-ZPass Plus transaction and charge it back to the Host without the consent of the Host.

13. Termination. The Host shall have the right to terminate a Facility Operator's use of E-ZPass Plus services for cause at any time, with the concurrent right to enter upon a Facility Operator's property to remove all signage relating to the E-ZPass Plus services. The Host

shall give written notice of the exercise of these rights to the Parties. The Host shall also have the right to terminate the Facility Operator's use of E-ZPass Plus services for convenience, upon not more than thirty (30) days' written notice to the Facility Operator. At the end of such notice period, the Host shall have the right to enter upon a Facility Operator's property to remove all signage relating to E-ZPass Plus services. All charges relating to the Facility Operator's operation under the Facility Operator Agreement shall be settled in accordance with this Reciprocity III Agreement within sixty (60) days of the date of termination.

14. E-ZPass Plus Service Mark. All Facility Operators shall be required to execute and maintain a Service Mark License Agreement with the Port Authority of New York and New Jersey in a form prescribed by the IAG.

15. Patent protection. All Facility Operators shall be prohibited from engaging in any conduct which would violate the patent protections for equipment defined in Article III(A)(7), and shall be required to indemnify and hold harmless the Members of the IAG from and against any and all claims which may arise as a result of such conduct.

B. Additional Terms of this Reciprocity III Agreement.

1. Transaction Costs/Charges/Revenue Sharing. E-ZPass Plus transaction costs and arrangements for charges and revenue sharing

among the Parties shall be governed by the provisions of Addendum I to this Reciprocity III Agreement.

2. **Revenue.** Settlement and reporting of E-ZPass Plus transactions shall be conducted in accordance with the most current IAG Inter-CSC Interface File Specification and IAG-N versions available, attached hereto, which may be modified from time to time in accordance with the terms of the Reciprocity I Agreement. The Host shall make its best effort to provide transaction files to the Home within ten (10) days of an E-ZPass Plus transaction. Home CSCs are obligated to process the reported E-ZPass Plus transaction amount. Any discount plans and programs are the sole responsibility of the Host or Facility Operator; provided, however, that a Member Agency may, in its discretion, elect to program for another Member Agency's discount plan. The Host shall provide the Home with the transaction amount to be posted. All E-ZPass Plus funds that the Home collects from the customer in accordance with the terms of this Reciprocity III Agreement shall be transferred to the Host in accordance with the aforementioned toll settlement procedures then in use. The Home will not guarantee funds for E-ZPass Plus services; the risk of loss in such cases shall be on the Facility Operator or the Host, as they may determine in their Facility Operator Agreement. The Facility Operator may resubmit rejected or declined transactions once, within sixty (60) days of the

transaction date. The Home may elect to charge back to the Host credit card customer charge-backs disputed and lost by the Home.

3. **Interoperability.** The Host shall be responsible for establishing and maintaining full business interoperability between itself and the parties for the E-ZPass Plus services provided pursuant to this Reciprocity III Agreement.
4. **Frequency of Payment.** Payment among the Parties for E-ZPass Plus transactions shall be made in accordance with the Settlement & Revenue Reconciliation provisions of the Reciprocity I Agreement. Notwithstanding an agreement between two (2) or more parties as to the settlement of toll transactions, the settlement of E-ZPass Plus transactions shall be made no less than once per month, but may be made more frequently for E-ZPass Plus transactions as agreed between two (2) or more Parties.
5. **Fee Calculation.** The Host shall be responsible for providing all necessary Parking fee calculations under the E-ZPass Plus Program. The Host may meet this requirement by either ensuring that the Facility Operator calculates the fee charged for Parking Services in the lane at which the service is provided, or by providing for the necessary programming services at the Host's CSC.
6. **Parties in Interest.** This Reciprocity III Agreement shall be solely for the cooperative benefit of the Parties. No other person or entity that is not a signatory to this Reciprocity III Agreement shall be a beneficiary

of its provisions, nor have the right to enforce its terms against the Parties. Specifically, and without limitation of the foregoing, under no circumstances shall any Facility Operator or other party to an agreement with any of the Parties, have the right to enforce this Reciprocity III Agreement against any Party or claim the benefit of any of its provisions.

7. **Amendment and waiver.** This Reciprocity III Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the Parties hereto. A Party's failure to exercise or delay in exercising any right or remedy under this Reciprocity III Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth herein. No waiver by a Party of any right or remedy under this Reciprocity III Agreement shall be effective unless made in a writing duly executed by the Party, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this Reciprocity III Agreement.
8. **Cooperation and Dispute Resolution.** The Parties shall consult with each other promptly and regularly regarding any known technical questions or problems that may arise with the E-ZPass Plus Service, including but not limited to the transmission of data, reporting requirements, and payments. The Parties shall promptly provide each other with all documentation, reports, and information that another

Party may reasonably request in order to fulfill its obligations under this Reciprocity III Agreement, subject to the confidentiality provisions of the Reciprocity I Agreement. Nothing in this Reciprocity III Agreement shall be deemed as the consent or obligation of any Party to provide documents or information protected by, or to waive, the attorney-client privilege or the attorney work product privilege. Any dispute or disagreement that arises from this Reciprocity III Agreement shall be settled in accordance with the dispute resolution provisions of the Operating Agreement.

9. **Force Majure.** The obligations set forth in this Reciprocity III Agreement may be delayed if a Party cannot reasonably comply with its terms because of an Act of God, war, strike, or other condition to which conduct on the part of the Party or its agents and employees was not the proximate cause. In such event, the Party involved in the matter causing delay shall notify the other Parties within ten (10) days of obtaining knowledge of the condition and request an appropriate extension of the relevant terms of this Reciprocity III Agreement. Such Party shall make its best efforts to provide for alternative arrangements to fulfill the obligation.

10. **Choice of Law and Severability.** It is the desire and intention of the Parties that the provisions of this Reciprocity III Agreement shall be governed and enforced to the fullest extent permissible under the laws and public policies of the States of the Parties. Accordingly, if any

particular provision of this Reciprocity III Agreement shall be adjudicated to be invalid or unenforceable without affecting the binding force of this Reciprocity III Agreement; the remaining provisions shall remain in full force and effect after deleting such particular provision.

IN WITNESS WHEREOF, the Parties hereto executed this Reciprocity III Agreement on the date first above written.

New Jersey Turnpike Authority

By: Michael [Signature]
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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IN WITNESS WHEREOF, the Parties hereto executed this Reciprocity III Agreement on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: 
Its: Executive Director

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: John C. Kelly
Its: Director, Tunnels, Bridges & Ferries

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: *Lisa Kipfer*
Its: President

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

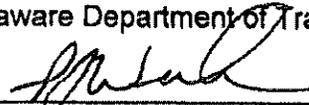
Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: 
Its: TMC Operations Admin.

Massachusetts Turnpike Authority

By: _____
Its: _____

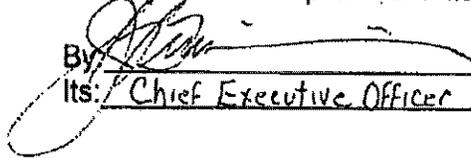
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IN WITNESS WHEREOF, the Parties hereto executed this Reciprocity III Agreement on the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: 
Its: Chief Executive Officer

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

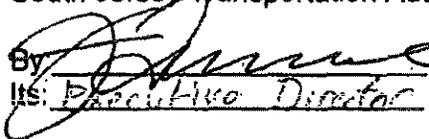
Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: 
Its: Executive Director

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

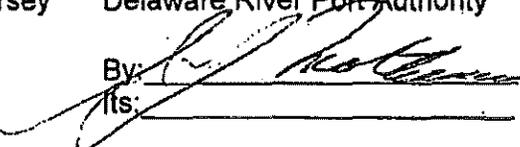
South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Delaware River Port Authority

By: 
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

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New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

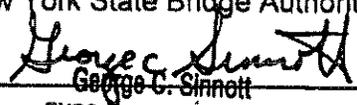
Delaware River Port Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

New York State Bridge Authority

By: 
George C. Sinnott
Its: EXECUTIVE DIRECTOR

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Maryland Transportation Authority

By: Edward F. McMillan III
Its: Chieft. Executive

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: *[Handwritten Signature]*
Its: *Chief Executive Officer*

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: *Albert R. Albrey*
Its: *Express Program Manager*

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: 
Its: ACTING EXEC. DIR.

Delaware Department of Transportation

By: _____
Its: _____

Massachusetts Turnpike Authority

By: *Mary Jane O'Meara*
Its: *Executive Director*

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority
Transportation

By: _____
Its: _____

Virginia Department of

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: Paul E. Grottel
Its: Executive Director

Delaware River and Bay Authority

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

✓ Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

✓ By: _____
Its: _____

✓ Virginia Department of Transportation

By: Garban W Reese
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

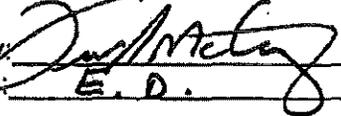
Virginia Department of Transportation

By: _____
Its: _____

New Hampshire Department of Trans.
Bureau of Turnpikes

By: _____
Its: _____

Delaware River Joint
Toll Bridge Commission

By: 
Its: E. D.

Illinois State Toll Highway Authority

By: _____
Its: _____



Interagency Group

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Ohio Turnpike Commission hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Ohio Turnpike Commission will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Ohio Turnpike Commission

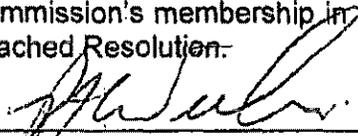
By: L. George Distel

Its: Executive Director

Date: 5-29-08

Execution Page
E-ZPASS® INTERAGENCY GROUP
Ohio Turnpike Commission

The IAG Executive Management Committee approved the Ohio Turnpike Commission's membership in the IAG as a Full Member Agency pursuant to the attached Resolution.



Chair, IAG Executive Management Committee

Date: 6/2/08

Execution Page
E-ZPASS® INTERAGENCY GROUP

The Rhode Island Turnpike and Bridge Authority hereby agrees to be bound, as a Full Member Agency of the E-ZPass® Interagency Group ("IAG"), by the terms and conditions of the following IAG agreements, as those agreements may be amended from time to time:

- The E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, and Amendment No. 6 dated as of December 14, 2006; provided, however, that the Rhode Island Turnpike and Bridge Authority will be encouraged to fully participate in but will not be permitted to have a vote on the Weighting, Evaluation and Selection Committees for the procurement that the Triborough Bridge & Tunnel Authority is currently conducting on behalf of all IAG Members seeking proposals from vendors to provide electronic toll collection ("ETC") technology and associated subsystem components and services for IAG Members to continue operating E-ZPass as a regionally interoperable ETC system beyond the expiration of the IAG Members' current agreements with the incumbent vendor.
- The Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement").
- The E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"); as amended by Amendment No. 1 dated as of October 3, 2002, Amendment No. 2 dated as of October 27, 2004, and Amendment No. 3 dated as of June 15, 2006.
- The E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III").
- The E-ZPass IAG Policy Statement regarding Reimbursement of Credit Card Fees.

Rhode Island Turnpike and Bridge Authority

By: 
Its: Proc. Off. - RITBA
Date: 10/23/08



Interagency Group

E-ZPass Interagency Group Execution Page

The undersigned Member hereby agrees to adopt and be bound by the terms of:

- E-ZPass Operations Interagency Agreement dated February 20, 1998;
 - Amendment 1 to E-ZPass Operations Interagency Agreement dated November 1, 1998;
 - Amendment 2 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
 - Amendment 3 to E-ZPass Operations Interagency Agreement dated August 3, 2000;
 - Amendment 4 to E-ZPass Operations Interagency Agreement dated June 23, 2005;
 - Amendment 5 to E-ZPass Operations Interagency Agreement dated August 29, 2005;
 - Amendment 6 to E-ZPass Operations Interagency Agreement dated March, 2007
- Collectively these documents are know as the Operating Agreement
- Reciprocity Agreement dated July 30, 1998;
 - Reciprocity II Agreement dated April 5, 2001;
 - Reciprocity II Agreement Third Amendment dated June 15, 2006;
 - Reciprocity III Agreement dated June 15, 2006;
 - Credit Card Reimbursement
 - Policy Matrix

The undersigned Member additionally agrees to the terms applicable in the membership class specified for such agency, as such terms may be amended from time to time by the Executive Management Committee.

ITR CONCESSION CO. LLC

By: _____

Its: CEO

Date: MARCH 26, 2007

Membership Approved and Accepted by the IAG Executive Management Committee by resolution:

[Signature]
Chair, Executive Management Committee

4/12/07

Date

Addendum I

E-ZPass Interagency Group Private Parking Services Program Business and Financial Rules

I. Business Rules.

- A. The Home will be reimbursed for costs associated with processing E-ZPass Plus transactions as a Home on behalf of another Member Agency that is a Host or Facility Operator. These costs shall not include development or capital costs associated with E-ZPass Plus transactions except where otherwise agreed between the Parties.
- B. Parking applications of the E-ZPass System shall employ the use of the E-ZPass Plus name and logo, as approved by the IAG.
- C. Automated Clearing House ("ACH") accounts are not considered to be the same as credit card accounts and shall not be included as valid accounts for the E-ZPass Plus Program unless such accounts are also secured by credit cards.
- D. E-ZPass Plus transactions apply to valid Tag reads only. Payment for Parking Services cannot be obtained from a Home Agency with a customer violations/pay-by-plate approach. The Customer Service Centers will not be required to perform license plate look-ups for Facility Operators.
- E. A Host will not charge or collect from a Facility Operator any fees or payments for E-ZPass Plus services except for subscription, transaction, and credit card fees, and costs incurred by the Host solely for the purpose

of establishing and maintaining E-ZPass Plus services with a Facility Operator. The subscription and credit card fees must be in an amount consistent with this Addendum; transaction fees can be in any amount agreed to between the Host and the Facility Operator.

II. Definitions.

A. E-ZPass Plus Transaction Fee

A Host shall pay to a Home a transaction fee of 12.5¢ for each E-ZPass Plus transaction processed. This fee shall be applicable to original transactions only as reported in the IAG Transaction Reconciliation File, and shall not be applicable to the subsequent handling of a transaction.

B. Credit Card Fee

A Host shall pay to a Home a credit card fee for each E-ZPass Plus transaction posted to a customer's account or sent directly to a credit card processor. The credit card fee shall be 2.5 percent of each E-ZPass Plus transaction amount. No credit card fee may be charged for rejected or declined transactions. Additional credit card fees may not be charged for subsequent handling of a transaction (e.g. reversals, etc.).

C. Surplus funds

If a Host enters into a Facility Operator Agreement to implement E-ZPass Plus services at a privately-owned parking facility that is located outside the Host's service area as defined in Addendum III, and if such Facility Operator Agreement requires that the Facility Operator pay to the Host a

transaction fee in excess of 12.5 ¢ for each E-ZPass Plus transaction processed at such facility, surplus funds are defined as that amount of the transaction fee in excess of 12.5¢ which the Facility Operator pays to the Host for each E-ZPass Plus transaction processed at such facility.

III. Financing of Transactions.

A. Guarantee of Funds

1. There is no guarantee of funds for E-ZPass Plus transactions.
2. All funds collected for E-ZPass Plus transactions shall be transmitted to the Host in accordance with the Reciprocity I Agreement and the most current IAG Inter-CSC Interface File Specification version available at that time.

B. Subscription Fee

A Facility Operator Agreement shall require that a Facility Operator pay to the IAG an annual subscription fee of 50 cents for each parking space at the Facility Operator's facilities where a customer may use E-ZPass Plus as a method of payment.

C. Credit Card Fee

The Host is responsible for paying to the Home the credit card fee for every E-ZPass Plus transaction processed by the Home. Such payment shall be made in accordance with the IAG-N currently in use at the time of settlement.

D. Surplus Funds

1. For purposes of this section D only, the term Home shall mean the Member Agency in whose service area a privately-owned parking facility is located when such facility is not located in the service area of the Host (all such service areas are as set forth in Addendum III).
2. Except as provided herein, the Host shall pay to the Home 50 percent of the surplus funds generated by a privately-owned parking facility.
3. If a privately-owned parking facility is located such that it falls within the service area of more than one Member Agency as set forth in Addendum III, then all of the Member Agencies in whose service areas the facility is located shall be considered Homes for such facility. When there are multiple Homes for a single privately-owned parking facility, such Homes shall share the 50 percent of the surplus funds generated by such facility on a pro-rata basis. Such pro-rata formula shall be determined as follows: the denominator shall be the total number of E-ZPass Plus transactions generated by all Homes; the numerator for each Home shall be the number of E-ZPass Plus transactions generated by that Home only. This pro-rata formula shall then be applied to all E-ZPass Plus transactions occurring at such facility regardless of which Member Agency issued the Tags used in such transactions.

4. The Host will settle surplus funds with Homes on a gross basis, once per settlement period.

E. Reports and Settlement

1. Parking activity shall be reported separately from toll activities to the Home in separate files, in accordance with the IAG-N currently in use at the time of reporting.
2. Settlement reports are generated for each Host/Facility Operator.
3. The Home will transfer to the Host funds collected for E-ZPass Plus transactions net of credit card and transaction fees.
4. The Home will provide reconciliation files in accordance with the IAG-N currently in use at the time of reporting. The supporting reports will reflect fees, chargebacks or unpaid transactions charged by the Home against revenue transferred to the Host.
5. All E-ZPass Plus transactions charged and adjustments made to the customer's E-ZPass account will be reflected on the customer statement. Information will include, where applicable, entry and exit time/date; entry and exit location; time & date of transaction; amount; payment allocation source (credit card or pre-paid balance); and adjustments. The statement shall clearly indicate when charges are made directly to the credit card and do not impact the pre-paid toll account.

F. Study

Member Agencies shall record data regarding the cost of processing E-ZPass Plus transactions. The Parties shall evaluate and use such data to make adjustments to the business and financial rules for the E-ZPass Plus Program.

Addendum II

E-ZPass Plus Installation Guidelines

1. Handshakes – There should be sufficient handshakes to ensure that the read is for the intended customer, as opposed to only marginal handshakes that may be indicative of an unintended read. On average, handshake counts of 90-100 would be expected for a stop-and-go, gated operation.
2. Cross Reads – If antennas are not properly tuned, there is the potential that Tags presented in one lane can be reported as read from the antenna of an adjacent lane. Testing should be done to verify proper tuning to minimize cross reads.
3. Skip Reads – If antennas are not tuned properly, there is the potential that Tags in a queued vehicle could be read while the lane is still processing another vehicle physically located at the payment point (i.e., toll booth). Testing should be done to verify proper tuning to minimize skip reads.
4. Tag Programming – When Tags are properly processed they are read, written, and verified all as part of the one passage under an antenna. If the verify step does not occur, the transaction output from the reader is flagged as PU (programming unverified). If the write stop does not occur, the transaction output from the reader is flagged as PF (programming failed). Instances of PUs and PFs should be extremely rare in slow-speed lanes (i.e., 5 mph) and should not occur in stop-and-go operations. Testing should be done to verify this performance.
5. Physical Configuration – Antennas should be mounted at a proper height above the pavement to ensure that vehicles will not be hit by them. Antennas should

also be properly secured to structures so as not to present a safety hazard to customers or workers. Mounting locations for antennas should be reviewed to ensure that they are not in proximity of potential parking spaces of tagged vehicles, where a Tag on a parked vehicle might mistakenly be read by an antenna.

6. Tag Mountings – The predominant location for the mounting of E-ZPass Tags is on the center of the windshield behind the rear view mirror. Antenna installations should be optimized for read performance for this Tag location. However, Tags are also mounted in several other typical locations (license plate, top of truck cab, lower front center of windshield), and, tuning of the reader equipment should take into account these other potential Tag locations.
7. Operational Issues – There are many operational issues to be considered in deploying and using E-ZPass equipment. The installer should consider how it will handle:
 - Procedures in a lane when an E-ZPass Tag is not read (policy to require cash payment or to write down the Tag number?)
 - Procedures when a lane becomes non-functioning (backup plan?)
 - Maintenance procedures to repair lane equipment (who to call? What hours?)
 - How much signing and where to place it?

Addendum III

E-ZPass Interagency Group Member Agency Service Areas

| | |
|---|--|
| Delaware Department of Transportation | All Delaware counties. |
| Delaware River & Bay Authority | All Delaware counties. New Jersey counties – Cape May, Salem, Gloucester, Cumberland. |
| Delaware River Port Authority | Pennsylvania counties – Bucks, Chester, Delaware, Montgomery, Philadelphia. New Jersey counties - Burlington, Atlantic, Camden, Cape May, Gloucester, Cumberland, Ocean, Salem. |
| Delaware River Joint Toll Bridge Commission | Pennsylvania counties – Bucks, Monroe, Pike, Northampton. New Jersey counties – Mercer, Hunterdon, Warren, Sussex. |
| Illinois State Toll Highway Authority | All Illinois counties. |
| Maine Turnpike Authority | All Maine counties. |
| Maryland Transportation Authority | All Maryland counties. District of Columbia. |
| Massachusetts Turnpike Authority | All Massachusetts counties. |
| New Hampshire Department of Transportation | All New Hampshire counties. |
| New Jersey Turnpike Authority | All New Jersey counties. |
| New York State Bridge Authority | New York counties – Rockland, Orange, Putnam, Westchester, Dutchess, Columbia, Ulster, Greene. |
| New York State Thruway Authority | All New York counties except for Bronx, Queens, Kings, New York, Richmond, Nassau, Suffolk. |
| Pennsylvania Turnpike Commission | All Pennsylvania counties. |
| Port Authority of NY & NJ | New York counties – New York City, Nassau, Rockland, Westchester. New Jersey counties – Bergen, Hudson, Essex, Union, Passaic, Morris, Middlesex, Monmouth. |
| South Jersey Transportation Authority | New Jersey counties – Camden, Gloucester, Cumberland, Salem, Cape May, Atlantic. |
| Triborough Bridge & Tunnel Authority | New York counties - Bronx, Queens, Kings, New York, Richmond, Nassau, Suffolk. Connecticut counties – Fairfield, New Haven. |
| Virginia Department of Transportation | All Virginia cities, counties and towns. District of Columbia. West Virginia cities – Bunker Hill, Harpers Ferry, Hedgesville, Inwood, Kearneysville, Martinsburg, Shenandoah Junction, Summit Point. West Virginia towns - Charles Town, Berkeley Springs, Ranson, Shepherdstown. |

**AMENDMENT NO. 1 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 1 to E-ZPass Operations Interagency Agreement dated as of the 1st day of November, 1998, by and between the Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Members dated as of July 30, 1998 (the "Reciprocity Agreement"), and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection systems; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to permit the addition of participating members upon terms and conditions to be determined;

WHEREAS, all things necessary to constitute this amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. A new Section 4A shall be added to read as follows:

4A. Upon the unanimous agreement of the Full Member Agencies, approval may be granted to establish one or more additional classes of IAG membership, with such rights and obligations as may from time to time be determined by the Full Member Agencies. Full Member Agencies shall mean the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, and any other toll agency approved for full agency membership by unanimous action

of the IAG Executive Management Committee. Except as otherwise approved by the Full Member Agencies, there shall be a class of Associate Member Agencies with the rights and obligations set forth at Appendix A, and a class of Affiliate Member Agencies with the rights and obligations set forth at Appendix B.

2. Section 9 of the Operating Agreement shall be amended by adding the following at the end thereof:

The Operating Agreement and The Reciprocity Agreement and any amendment thereto may be executed in one or more counterparts, each of which shall be considered an original and all of which shall constitute a single instrument.

This Amendment No. 1 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

APPENDIX A
to
E-ZPass Operations Interagency Agreement
Terms and Conditions of Associate Membership

The Full Member Agencies have approved the creation of a new class of IAG membership, to be known as E-ZPass Associate Membership. Associate Members shall have all of the rights and obligations of Full Member Agencies, except as set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.

2. Associate Member Agencies. The Associate Member Agencies shall be any toll agency approved for associate membership by unanimous action of the IAG Executive Management Committee.

3. IAG Agreements. The IAG Agreements shall include the IAG Interagency Operating Agreement, the Reciprocity Agreement, the License Agreement, the Mark IV Irrevocable Offer, the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines, and any other agreement or amendment approved by the IAG Executive Management Committee. The Associate Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its membership and receive a pro-rata refund of its annual fee.

4. Executive Management Committee—No Vote. Only Full Member Agencies shall be voting members of the Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The Associate Member may participate as a non-voting member in meetings of the Executive Management Committee and any other IAG committee, but shall not have a vote on any committee.

5. Existing CSC Requirement. Because the establishment of each additional customer service center results in increased costs to each Member agency, the Associate Member shall use an existing IAG customer service center to provide for tag status and transaction processing unless otherwise approved in writing by the IAG Executive Management Committee. An existing customer service center for this purpose shall include (i) the E-ZPass New York Customer Service Center, (ii) the New Jersey Regional Consortium Service Center, (iii) the service center currently used by Massachusetts to process its electronic toll collection transactions, (iv) any other center established by or for a Full Member, or (v) any center established by or for any other Member with the approval of the IAG Executive Management Committee.

6. No Initiation Fee. The Associate Member shall not be required to pay the IAG initiation fee. The Associate Member shall, however, pay annual Member dues in accordance with agency size as determined by the IAG Executive Management Committee.

7. Mark IV Contract Participant. The Associate Member shall be a participating

agency for purposes of the Irrevocable Offer provided by Mark IV IVHS, Inc. The Associate Member shall execute and comply with the terms of the Irrevocable Offer.

8. License Agreement. The Associate Member shall execute the E-ZPass License Agreement required by the IAG Operating Agreement. The Associate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the Associate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee. The Associate Member shall comply with the IAG tag color system.

9. Non-toll applications. Unless otherwise approved in writing by the IAG Executive Management Committee, the obligations of the other Members regarding interoperability and reciprocity shall include only the Associate Member's primary toll applications. The Associate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG member or their customer service center provider, other than in connection with the Associate member's primary toll applications, without the written approval of the IAG Executive Management Committee.

10. Policy Matrix; Conditions to Implementation. The Associate Member shall comply with the Policy Matrix approved by the Executive Management Committee for such Associate Member. The Associate Member shall not permit sale of any E-ZPass tag coded for IAG use, or use of any such E-ZPass tag at the Associate Member's facilities, until it has received written confirmation from the IAG Program Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements.

11. Assignment. Unless otherwise approved in writing by the IAG Executive Management Committee, the Associate Member may not assign any of its rights or obligations under the IAG Agreements.

12. Termination. The IAG Executive Management Committee or the Associate Member may terminate the membership of such Associate Member without cause upon 30 days notice to the other party. The IAG Executive Management Committee may terminate the membership of the Associate Member immediately without notice upon default by the Associate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

13. Jurisdiction. The Associate Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

APPENDIX B
to
E-ZPass Operations Interagency Agreement
Terms and Conditions of Affiliate Membership

The Full Member Agencies have approved the creation of a new class of IAG membership, to be known as E-ZPass Affiliate Membership. Affiliate Members shall have all of the rights and obligations of Full Member Agencies, except as set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.

2. Affiliate Member Agencies. The Affiliate Member Agencies shall be any toll agency approved for affiliate membership by unanimous action of the IAG Executive Management Committee.

3. IAG Agreements. The IAG Agreements shall include the IAG Interagency Operating Agreement, the Reciprocity Agreement, the License Agreement, the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines, and any other agreement or amendment approved by the IAG Executive Management Committee. The Affiliate Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its membership.

4. Executive Management Committee—No Vote. Only Full Member Agencies shall be voting members of the Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The Affiliate Member may participate as a non-voting member in meetings of the Executive Management Committee and any other IAG committee, but shall not have a vote on any committee.

5. Existing CSC Requirement. Because the establishment of each additional customer service center results in increased costs to each Member agency, the Affiliate Member shall use an existing IAG customer service center to provide for tag status and transaction processing unless otherwise approved in writing by the IAG Executive Management Committee. An existing customer service center for this purpose shall include (i) the E-ZPass New York Customer Service Center, (ii) the New Jersey Regional Consortium Service Center, (iii) the service center currently used by Massachusetts to process its electronic toll collection transactions, (iv) any other center established by or for a Full Member, or (v) any center established by or for any other Member with the approval of the IAG Executive Management Committee.

6. No Initiation Fee or Annual Dues. The Affiliate Member shall not be required to pay the IAG initiation fee or the annual Member dues.

7. No Mark IV Contract. The Affiliate Member shall not be a participating agency for purposes of the Irrevocable Offer provided by Mark IV IVHS, Inc.

8. License Agreement. The Affiliate Member shall execute the E-ZPass License Agreement required by the IAG Operating Agreement. The Affiliate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the Affiliate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee. The Affiliate Member shall comply with the IAG tag color system.

9. Non-toll applications. Unless otherwise approved in writing by the IAG Executive Management Committee, the obligations of the other Members regarding interoperability and reciprocity shall include only the Affiliate Member's primary toll applications. The Affiliate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG member or their customer service center provider, other than in connection with the Affiliate member's primary toll applications, without the written approval of the IAG Executive Management Committee.

10. Policy Matrix: Conditions to Implementation. The Affiliate Member shall comply with the Policy Matrix approved by the Executive Management Committee for such Affiliate Member. The Affiliate Member shall not permit sale of any E-ZPass tag coded for IAG use, or use of any such E-ZPass tag at the Affiliate Member's facilities, until it has received written confirmation from the IAG Program Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements.

11. Assignment. Unless otherwise approved in writing by the IAG Executive Management Committee, the Affiliate Member may not assign any of its rights or obligations under the IAG Agreements.

12. Termination. The IAG Executive Management Committee or the Affiliate Member may terminate the membership of such Affiliate Member without cause upon 30 days notice to the other party. The IAG Executive Management Committee may terminate the membership of the Affiliate Member immediately without notice upon default by the Affiliate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

13. Jurisdiction. The Affiliate Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

**AMENDMENT NO. 2 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 2 to E-ZPass Operations Interagency Agreement dated as of the 8th day of June, 2000, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 (the "Reciprocity Agreement"), and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection systems; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to provide for a six-month notice to Affiliate or Associate members in the event of a termination without cause, as further provided herein;

WHEREAS, all things necessary to constitute this amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 12 of the "Appendix A to E-ZPass Operations Interagency Agreement--Terms and Conditions of Associate Membership", entitled "Termination" is hereby amended to read as follows:

12. Termination. The IAG Executive Management Committee or the Associate Member may terminate the membership of such Associate Member without cause upon six months' notice to the other party. The IAG Executive Management Committee may terminate the membership of the Associate Member

immediately without notice upon default by the Associate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

2. Section 12 of the "Appendix B to E-ZPass Operations Interagency Agreement--Terms and Conditions of Affiliate Membership", entitled "Termination" is hereby amended to read as follows:

12. Termination. The IAG Executive Management Committee or the Affiliate Member may terminate the membership of such Affiliate Member without cause upon six months' notice to the other party. The IAG Executive Management Committee may terminate the membership of the Affiliate Member immediately without notice upon default by the Affiliate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

This Amendment No. 2 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

**AMENDMENT NO. 3 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 3 to E-ZPass Operations Interagency Agreement dated as of the 3rd day of August, 2000, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Highway Authority, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, and as amended by Amendment No. 2 dated as of June 8, 2000 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 (the "Reciprocity Agreement"), and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection systems; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to modify the voting procedure set forth in the Operating Agreement, as further provided herein;

WHEREAS, all things necessary to constitute this amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 3 of the "E-ZPass Operations Interagency Agreement" is hereby amended by adding the following language after the sentence "Abstentions shall be counted as affirmative votes."

Absence of a voting representative of an EMC member from a regularly scheduled meeting of the Executive Committee, at which a quorum is present and acting, shall also be counted as an affirmative vote on a specific proposal, provided that (i) such specific proposal has been provided in writing to the EMC members, with a copy to their Policy Committee representative, not less than ten (10) business days prior to a regularly scheduled meeting of the Executive Committee; (ii) such

specific proposal has been shown as an action item on the agenda for such meeting provided to the EMC members not less than ten (10) business days prior to such meeting; (iii) such notice and agenda shall be sent by certified mail, recognized courier service or, with the member's consent, by fax, to their respective addresses on file with the IAG Program Director; and (iv) such specific proposal is adopted, in the form provided in such notice, by the unanimous vote of the members present. For purposes of the preceding sentence, a "regular meeting" shall mean one held not less than thirty (30) days following written notice to the EMC members.

This Amendment No. 3 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

**AMENDMENT NO. 4 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 4 to the E-ZPass Operations Interagency Agreement dated as of the 23rd day of June, 2005, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), and Amendment No. 3 dated as of August 3, 2000 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 (the "Reciprocity Agreement"), the E-ZPass Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001 (the "Reciprocity II Agreement") and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to modify aspects of the term and voting procedure for the position of Chair of the Executive Management Committee set forth in the Operating Agreement, as further provided herein;

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. The third bulleted paragraph of section 3 is deleted and replaced with the following:
 - The Executive Management Committee shall by majority vote of the whole members elect one of its members to serve as Chair of the Committee. The term of such Chair shall commence

upon election and shall be for two years. In the event that the Committee fails to elect a Chair upon the expiration of a sitting Chair's two-year term, such sitting Chair shall remain in office until the Committee has voted to elect a successor Chair. No one member of the Committee may serve as Chair for more than two consecutive full terms. The Executive Management Committee shall by majority vote of the whole members elect one of its members to serve as Vice-Chair of the Committee. The term of such Vice-Chair shall be coterminous with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties or the Committee by majority vote of the whole members elects a new Chair. The members of the Committee may at any time by majority vote of the whole members remove a member from the position of Chair or Vice-Chair and elect a new member to serve in such office.

This Amendment No. 4 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Delaware River Joint Toll Bridge Commission

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

New Hampshire Department of Transportation

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

**AMENDMENT NO. 5 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 5 to the E-ZPass Operations Interagency Agreement dated as of the 29th day of August, 2005, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), and Amendment No. 3 dated as of August 3, 2000, and Amendment No. 4 dated as of June 23, 2005 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 (the "Reciprocity Agreement"), the E-ZPass Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as amended (the "Reciprocity II Agreement") and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to authorize an additional form of membership as further provided herein;

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 4A shall be amended by adding the following at the end of such paragraph:

Except as otherwise approved by the Full Member Agencies, there shall be a class of Sponsored Affiliate Member Agencies with the rights and obligations set forth at Appendix C.

This Amendment No. 5 to the E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority

By: _____
Its: _____

New York State Thruway Authority

By: _____
Its: _____

Pennsylvania Turnpike Commission

By: _____
Its: _____

Port Authority of New York and New Jersey

By: _____
Its: _____

South Jersey Transportation Authority

By: _____
Its: _____

Triborough Bridge and Tunnel Authority

By: _____
Its: _____

Delaware River Port Authority

By: _____
Its: _____

Delaware Department of Transportation

By: _____
Its: _____

New York State Bridge Authority

By: _____
Its: _____

Maryland Transportation Authority

By: _____
Its: _____

Massachusetts Turnpike Authority

By: _____
Its: _____

Delaware River and Bay Authority

By: _____
Its: _____

Delaware River Joint Toll Bridge Commission

By: _____
Its: _____

Maine Turnpike Authority

By: _____
Its: _____

New Hampshire Department of Transportation

By: _____
Its: _____

Virginia Department of Transportation

By: _____
Its: _____

Illinois State Toll Highway Authority

By: _____
Its: _____

APPENDIX C
to
E-ZPass Operations Interagency Agreement
Terms and Conditions of Sponsored Affiliate Membership

The Full Member Agencies have approved the creation of a new class of IAG membership, to be known as E-ZPass Sponsored Affiliate Membership. Sponsored Affiliate Members shall have all of the rights and obligations of Full Member Agencies, except as set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation Bureau of Turnpikes, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.

2. Sponsored Affiliates. The Sponsored Affiliate Member shall be an entity duly created and validly existing under the laws of a state of the United States of America, whose primary purpose is the operation or ownership of a transportation facility authorized to collect tolls. The Sponsored Affiliate Member must be sponsored by a Full Member or Associate Member (the "Sponsoring Agency") pursuant to a contract (the "Sponsoring Agency Agreement") acceptable to the IAG Executive Management Committee, the effect of which is to permit the other IAG Members and their Customer Service Centers (CSCs) to treat the Sponsored Affiliate Member's toll facilities as additional facilities of the Sponsoring Agency. A copy of any amendment to such Sponsoring Agency Agreement shall be filed with the IAG. The Sponsoring Agency shall use its best efforts to enforce the provisions of the Sponsoring Agency Agreement as to any matters affecting the IAG Agreements or other IAG Member Agencies. The Sponsored Affiliate Member must be approved for Sponsored Affiliate membership by unanimous action of the IAG Executive Management Committee.

3. IAG Agreements. The IAG Agreements shall include the E-ZPass Operations Interagency Agreement, the Reciprocity Agreement, the License Agreement, the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines, and any other agreement or amendment approved by the IAG Executive Management Committee. The Sponsored Affiliate Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its membership.

4. Executive Management Committee - No Vote. Only Full Member Agencies shall be voting members of the IAG Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The Sponsored Affiliate Member shall not have a right to participate in meetings of the IAG Executive Management Committee and any other IAG

committee, and shall not have a vote on any committee.

5. Sponsoring Agency's CSC. Because the establishment of each additional CSC results in increased costs to each Member Agency, the Sponsored Affiliate Member shall use the same IAG CSC as its Sponsoring Agency uses to provide for tag status and transaction processing unless otherwise approved in writing by the IAG Executive Management Committee. Under no circumstances will any IAG Member's guarantee of funds run to the Sponsored Affiliate Member. The Sponsored Affiliate Member's data shall be treated by other IAG Members as the Sponsoring Agency's data for Confidentiality purposes under the Reciprocity Agreement.

6. No Initiation Fee; Annual Dues Required. The Sponsored Affiliate Member shall not be required to pay the IAG initiation fee. The Sponsored Affiliate shall pay annual IAG Member dues in accordance with a schedule of dues for all IAG Members, as determined by and as may be amended from time to time by the IAG Executive Management Committee, which schedule is currently based on the annual revenues collected by the Member Agencies.

7. No Mark IV Contract; Equipment. The Sponsored Affiliate Member shall not be a participating agency for purposes of the Irrevocable Offer provided by Mark IV IVHS, Inc. Sponsored Affiliate Members shall be responsible for acquiring IAG-approved equipment required to implement its toll collection services. The use of E-ZPass equipment for any purpose other than toll collection services pursuant to the IAG Agreements is prohibited. Sponsored Affiliate Members are prohibited from engaging in any conduct which would violate the patent protections for E-ZPass equipment, and shall indemnify and hold harmless the Members of the IAG from and against any and all claims which may arise as a result of such conduct. E-ZPass Tags associated with the Sponsored Affiliate Member's facilities shall be issued only in the name of the Sponsoring Agency unless otherwise approved by the IAG Executive Management Committee.

8. License Agreement. The Sponsored Affiliate Member shall execute the E-ZPass License Agreement required by the IAG Operating Agreement. The Sponsored Affiliate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the Sponsored Affiliate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee. The Sponsored Affiliate Member shall comply with the IAG tag color system.

9. Non-toll applications. Unless otherwise approved in writing in advance by the IAG Executive Management Committee, the obligations of the other IAG Members regarding interoperability and reciprocity shall include only the Sponsored Affiliate Member's primary toll applications. The Sponsored Affiliate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG Member or its CSC provider, other than in connection with the Sponsored Affiliate Member's primary toll applications, without the prior written approval of the IAG Executive Management Committee.

10. Policy Matrix; Conditions to Implementation. The Sponsored Affiliate Member shall comply with the Policy Matrix approved by the IAG Executive Management

Committee for such Sponsored Affiliate Member's Sponsoring Agency unless a deviation from such matrix is approved by the IAG Executive Management Committee. The Sponsored Affiliate Member shall not permit sale of any E-ZPass tag coded for IAG use, or use of any such E-ZPass tag at the Sponsored Affiliate Member's facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements.

11. Assignment. Unless otherwise approved in writing by the IAG Executive Management Committee, the Sponsored Affiliate Member may not assign any of its rights or obligations under the IAG Agreements.

12. Termination. The IAG Executive Management Committee, the Sponsored Affiliate Member or the Sponsoring Agency may terminate the membership of such Sponsored Affiliate Member without cause upon thirty days' notice to the other parties. The IAG Executive Management Committee may terminate the membership of the Sponsored Affiliate Member immediately without notice upon default by the Sponsored Affiliate Member under any of the IAG Agreements, or upon default by the Sponsored Affiliate Member under its Sponsoring Agency Agreement or upon modification of the Sponsoring Agency Agreement as to any matters affecting the IAG Agreements or other IAG Members without notice to and consent by the IAG Executive Management Committee. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

13. Jurisdiction. The Sponsored Affiliate Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

14. Parties in Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the Sponsored Affiliate Member. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

**Execution Page To
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT
(as amended by Amendment No. 5)**

The undersigned Sponsored Affiliate Member hereby agrees to be bound by the terms of the E-ZPass Operations Interagency Agreement dated as of the 20th day of February, 1998, as it may be amended from time to time in accordance with its terms.

By its execution of the E-ZPass Operations Interagency Agreement, the undersigned Sponsored Affiliate Member agrees to the terms applicable to the membership class specified for such agency, as such terms may be amended from time to time by the IAG Executive Management Committee.

[Sponsored Affiliate Name]

By: _____

Its: _____

Date: _____

Membership Approved and Accepted by the Sponsoring Agency.

[Name of IAG Full or Associate Member Sponsor]

Date: _____

Membership Approved and Accepted
by the IAG Executive Management Committee.

Chair, IAG Executive Management Committee

Date: _____

**AMENDMENT NO. 6 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 6 to the E-ZPass Operations Interagency Agreement dated as of the 14th day of December, 2006, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Turnpike Authority (herein the "NJTA"), the New York State Thruway Authority (herein the "NYSTA"), the Pennsylvania Turnpike Commission (herein the "PTC"), the Port Authority of New York and New Jersey (herein the "PANYNJ"), the South Jersey Transportation Authority (herein the "SJTA"), the Triborough Bridge and Tunnel Authority operating as the MTA Bridges and Tunnels (herein the "MTABT"), the Delaware River Port Authority (herein the "DRPA"), the Delaware Department of Transportation (herein the "DelDOT"), the Maryland Transportation Authority (herein the "MdTA"), the New York State Bridge Authority (herein the "NYSBA"), the Delaware River Joint Toll Bridge Commission (herein the "DRJTBC"), the Delaware River and Bay Authority (herein the "DRBA"), the Maine Turnpike Authority (herein the "MeTA"), the New Hampshire Department of Transportation (herein the "NHDOT"), the Massachusetts Turnpike Authority (herein the "MaTA"), the Virginia Department of Transportation (herein the "VDOT"), the Illinois State Toll Highway Authority (herein the "ISTHA"), the "Full Member Agencies", and any other toll operator approved for full membership by action of the IAG Executive Management Committee (collectively the "Full Members"), are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998 (the "Base Operating Agreement"), as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000, Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, and Amendment No. 5 dated as of August 29, 2005 (collectively the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement"), the E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III") as amended, between the Full Members (collectively, the "Reciprocity Agreements"), and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to provide for a class of membership of private companies in the E-ZPass Interagency Group (the "IAG") upon the terms and conditions herein set forth, and to otherwise amend the Operating Agreement as provided herein;

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 3 of the Base Operating Agreement, as amended by Amendment No. 3 thereto, is deleted and replaced with the following:

“3. The business of the Executive Management Committee (“EMC”) shall be conducted as follows:

A. The EMC shall consist of two classes of Full Members: Full Member Agencies and Full Member Companies.

(i) “Full Member Agencies” shall mean the public agencies engaged in toll operations that have been or are approved by the EMC as Full Member Agencies. As used herein, public agencies shall mean entities established under the laws of the State or States by which they were created, including without limitation units of government, special districts, entities existing by multi-state or multi-national agreement or compact, duly constituted departments of any of the above, and boards, commissions, and authorities that are charged by such laws with the performance of public functions.

(ii) “Full Member Companies” shall mean the private companies engaged in toll operations that are approved by the EMC as Full Member Companies. As used herein “private companies” shall mean entities that are not deemed public agencies under the laws of the State or States in which they were created, or in which they conduct toll operations. Delegation of the powers of a public agency by law or contract to any such entities shall not thereby cause any private company to be deemed a public agency.

(iii) As used in (i) and (ii) above, “engaged in toll operations “ shall mean the ownership or operation of a public road, bridge or tunnel, for which tolls are or will be collected as a user fee thereof.

(iv) Should a Full Member or any other member cease its toll operations (on other than a temporary basis as determined by the EMC), it shall lose all membership rights in the IAG.

B. Each Full Member shall have one vote on all matters brought before the EMC, which vote shall be exercised by the Full Member’s officially designated EMC representative. A two-thirds affirmative vote of all Full Members shall be required to authorize any action or determination of the EMC other than the election of officers or the calling of meetings. Abstentions shall be counted as affirmative votes.

C. Each Full Member Agency shall have the right to veto: (i) any action which would impose

a cost, direct or indirect, on any Full Member Agency of \$10,000 or more, and (ii) the admission of any new member to the IAG. Full Member Companies shall have no veto rights whatsoever.

- D. Each Full Member shall designate in writing a voting representative to attend EMC meetings in the absence of the Full Member's officially designated EMC representative. A two-thirds (2/3) attendance of the Full Members of the EMC shall constitute a quorum for meetings for the transaction of any business or the exercise of any power or function of the EMC. If a Full Member Agency will be absent from a meeting of the EMC, at which a quorum is present and acting, such Full Member Agency may exercise its right to veto any proposed action, which is subject to a veto, on the agenda for such meeting by, any time prior to such meeting, submitting to the Chair of the EMC with a copy to the IAG Executive Director a written expression of that veto.
- E. No action of the EMC which is subject to a veto by Full Member Agencies shall be taken unless:
- (i) a specific proposal has been provided in writing to all Full Members, with a copy to their Policy Committee representatives, not less than ten (10) business days prior to a meeting of the EMC.
 - (ii) such specific proposal has been shown as an action item on the agenda for a meeting of the EMC and provided to the Full Members not less than ten (10) business days prior to such meeting;
 - (iii) such specific proposal and agenda is sent by certified mail, recognized courier service, email with an appropriate acknowledgement of receipt or, at the Full Member's direction, by fax, to their respective addresses on file with the IAG Executive Director; and
 - (iv) such specific proposal is adopted, with no change in substance from the specific proposal provided to the Full Members ten (10) business days in advance of the meeting, by a two-thirds vote of the Full Members without a veto being cast.
- F. The EMC shall by majority vote of the Full Members elect one of its members to serve as Chair. The term of such Chair shall commence upon election and shall be for two years. In the event that the EMC fails to elect a Chair upon the expiration of a sitting Chair's two-year term, such sitting Chair shall remain in office until the EMC has voted to elect a successor Chair. No one member of the EMC may serve as Chair for more than two consecutive full terms. The EMC shall by majority vote of the Full Members elect one of its members to serve as Vice-Chair. The term of such Vice-Chair shall be coterminous with the term of the Chair. In the event the office of Chair is vacant or the Chair is unable to perform the duties of the Chair by reason of illness, disability or absence, the Vice-Chair shall perform the duties of the Chair until such time as the Chair is able to perform such duties or the EMC by majority vote of the Full Members elects a successor Chair. The Full Members of the EMC may at any time by majority vote remove a member from the

position of Chair or Vice-Chair and elect a new member to serve in such office.

G. In the exercise of its business or powers, the EMC may by a two-thirds affirmative vote of the Full Members appoint standing committees and the Chair may appoint representatives from among its membership, subject to the consent of the representatives' principals, and delegate to them such duties and authority as it deems necessary and appropriate. Such committees and representatives shall only be authorized to carry out those specific duties or responsibilities which are expressly delegated by the EMC. Coordination of the EMC's activities shall be the responsibility of the IAG Executive Director.

H. The EMC shall meet as necessary. Meetings may be called by the Chair or a majority of the Full Members.

I. The EMC shall select an individual familiar with electronic toll collection to serve as Executive Director and to direct such staff as shall be authorized from time to time. The Executive Director shall administer such programs and policies as may be established by the EMC."

2. The first sentence of Section 4 of the Base Operating Agreement shall be deemed deleted and the following sentence shall be deemed substituted therefor:

"Upon approval of two-thirds of the Full Members, and in the absence of a veto by a Full Member Agency, the EMC may admit new members to become signatories to this Agreement and participate in IAG activities subject to and in accordance with the terms and conditions established therefor."

3. Section 4A of the Operating Agreement, as added to the Base Operating Agreement by Amendment No. 1 and subsequently further amended by Amendment No. 5, shall be deemed further amended by adding the following at the end thereof:

"In addition there shall be a class of Full Member Companies with the rights and obligations as set forth in Appendix D."

This Amendment No. 6 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority
By: _____
Its: _____

New York State Thruway Authority
By: _____
Its: _____

Pennsylvania Turnpike Commission
By: _____
Its: _____

Port Authority of New York and New Jersey
By: _____
Its: _____

South Jersey Transportation Authority
By: _____

Triborough Bridge and Tunnel Authority
By: _____

Its: _____

Delaware River Port Authority

By: _____

Its: _____

New York State Bridge Authority

By: _____

Its: _____

Massachusetts Turnpike Authority

By: _____

Its: _____

Delaware River Joint Toll Bridge Commission

By: _____

Its: _____

New Hampshire Department of Transportation

By: _____

Its: _____

Illinois State Toll Highway Authority

By: _____

Its: _____

Its: _____

Delaware Department of Transportation

By: _____

Its: _____

Maryland Transportation Authority

By: _____

Its: _____

Delaware River and Bay Authority

By: _____

Its: _____

Maine Turnpike Authority

By: _____

Its: _____

Virginia Department of Transportation

By: _____

Its: _____

APPENDIX D
to
E-ZPass Operations Interagency Agreement
Terms and Conditions of Full Member Company Membership

The Full Member Agencies have approved the creation of a new class of IAG membership, to be known as Full Member Company membership. Full Member Companies shall have all the IAG rights and obligations of Full Member Agencies, except as set forth below and in the E-ZPass Operations Interagency Agreement, as amended ("Operating Agreement").

1. Full Member Agencies. The Full Member Agencies are the New Jersey Turnpike Authority (herein the "NJTA"), the New York State Thruway Authority (herein the "NYSTA"), the Pennsylvania Turnpike Commission (herein the "PTC"), the Port Authority of New York and New Jersey (herein the "PANYNJ"), the South Jersey Transportation Authority (herein the "SJTA"), the Triborough Bridge and Tunnel Authority operating as the MTA Bridges and Tunnels (herein the "MTABT"), the Delaware River Port Authority (herein the "DRPA"), the Delaware Department of Transportation (herein the "DelDOT"), the Maryland Transportation Authority (herein the "MdTA"), the New York State Bridge Authority (herein the "NYSBA"), the Delaware River Joint Toll Bridge Commission (herein the "DRJTBC"), the Delaware River and Bay Authority (herein the "DRBA"), the Maine Turnpike Authority (herein the "MeTA"), the New Hampshire Department of Transportation (herein the "NHDOT"), the Massachusetts Turnpike Authority (herein the "MaTA"), the Virginia Department of Transportation (herein the "VDOT"), the Illinois State Toll Highway Authority (herein the "ISTHA") and any other public agency approved for full membership by action of the IAG Executive Management Committee (EMC).

2. Full Member Companies. The Full Member Companies shall be the private companies engaged in toll operations that are approved by the EMC as Full Member Companies.

3. Full Members. The Full Members shall be all Full Member Agencies, Full Member Companies, and any other toll operators approved for full membership by action of the EMC.

4. IAG Agreements. The IAG Agreements shall include: the Operating Agreement; the Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement"), the E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), and the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III"), as amended (collectively, the "Reciprocity Agreements"); the License Agreement; the Mark IV Irrevocable Offer; all confidentiality agreements in connection with IAG activities; and any other agreement or amendment approved in accordance with the Operating Agreement. Full Member Companies shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, a Full Member Company's sole remedy shall be the right to terminate its membership and receive a pro-rata refund of its annual fee.

5. Executive Management Committee-Veto Rights. All Full Members shall be voting members of the Executive Management Committee with one vote each. The Full Member Agencies have the right to veto certain actions of the EMC as provided in the Operating Agreement, while Full Member Companies shall have no veto rights whatsoever.

6. CSC Operations, Reciprocity, Confidentiality. All Full Members shall have the right to operate directly, or through a contractor or another member of the IAG, a Customer Service Center (CSC). Each Full Member Company shall sign and be bound by the Reciprocity Agreements, including without limitation the section thereof entitled "Confidentiality", the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, and Operating Guidelines. For the purposes of these Terms and Conditions, as used in the Reciprocity Agreements, and to the extent not limited to a public agency as defined in the Operating Agreement, the term "Agency" shall include and apply to Full Member Companies.

7. Initiation Fee. Each Full Member Company shall be required to pay the IAG initiation fee. A Full Member Company shall pay annual Member dues in accordance with its membership size as determined by the EMC.

8. Mark IV Contract Participant. A Full Member Company shall be a participating agency for purposes of the Irrevocable Offer provided by Mark IV IVHS, Inc. including amendments, extensions and successor agreements thereto, and agreements with other suppliers of goods or services to the IAG including, without limitation, agreements for technology goods and services. A Full Member Company shall execute and comply with the terms of the Irrevocable Offer as amended, extended and succeeded, and such other agreements with such other suppliers in the form approved by the EMC.

9. License Agreement. Each Full Member Company shall execute the E-ZPasssm and E-ZPass Plussm License Agreements required by the Operating Agreement. A Full Member Company may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the Full Member Company shall post the E-ZPass and E-ZPass Plus logo on appropriate signage as specified in a signage plan approved by the EMC.

10. Policy Matrix; Conditions to Implementation. A Full Member Company shall comply with the Policy Matrix approved by the EMC for such member. A Full Member Company shall not permit the sale of any E-ZPass tag coded for IAG use, or use of any such E-ZPass tag at the Full Member Company's facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements.

11. Assignment. Unless otherwise approved in writing by the EMC, a Full Member Company may not assign any of its rights or obligations under the IAG Agreements, whether by agreement, merger, or sale of assets or of stock. The EMC shall not recognize any such assignment made without its written approval.

12. Financial Obligations. Each Full Member Company shall be required to post a bond or other financial instrument, satisfactory in form and substance to the EMC, for the benefit of the other members of the IAG to cover any obligations of such Full Member Company to any or all other IAG members in the event the Full Member Company defaults in the payment of monetary obligations due to any or all other IAG members under the Reciprocity Agreements or any other IAG agreement. The amount of such a financial instrument shall be equal to the average three-month payment obligations of the Full Member Company to all other IAG members for the tolls

incurred by the Full Member Company's customers at other IAG toll facilities. Such three-month average shall be determined annually by the IAG Executive Director and shall be the product of the average monthly payment obligation during the prior twelve months multiplied by three. Until such time as there is sufficient data to calculate such amount, the amount of such a financial instrument shall be equal to the product of the number of transponders acquired by such Full Member Company for distribution to its customers times the fee established annually by the EMC for such purpose. This fee initially shall be set at \$5.00.

13. Transaction Fees. A Full Member Company shall pay to any IAG member so requesting, an amount equal to three cents for each transaction at the Full Member Company's toll facilities that was incurred by a customer of the requesting IAG member. If the Full Member Company handles violation processing, it shall pay one additional cent per transaction. If such fee or fees are charged, the Full Member Company shall have the right to collect equivalent per transaction amounts from the requesting IAG member for processing transactions incurred by the Full Member Company's customers at the toll facilities of the requesting IAG member. The above transaction fees shall be the same for all Full Member Companies. The EMC shall have the right to adjust the transaction fees.

14. Conflict of Interest. A Full Member Company shall not take any action, or participate in any transaction, which might be or give the appearance of a conflict of interest with its membership in the IAG or with a Full Member Agency. If a Full Member Company has reason to believe that any situation exists which might be or give the appearance of such a conflict of interest, the Full Member Company shall immediately notify the IAG Executive Director and Chair of the Executive Management Committee in writing giving the full details thereof. Unless the Full Member Company receives the specific written approval of the IAG Executive Director, the Full Member Company shall not take any action which might be viewed as or give the appearance of a conflict of interest.

15. Integrity. Each Full Member Company shall at all times maintain the highest standards of integrity in its membership in the IAG, its operations in connection therewith, and in all other business dealings.

16. Termination. The EMC may terminate the membership of any Full Member Company on ten days written notice following the default by the Full Member Company under any of the IAG Agreements. Such termination shall not relieve the Full Member Company of any obligation which arose out of an occurrence on or prior to the date of termination. The provisions of the Reciprocity Agreements governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreements and in any other IAG Agreement shall survive any such termination.

17. Jurisdiction. A Full Member Company consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

18. Parties In Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the Full Member Company. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

**AMENDMENT NO. 7 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 7 to the E-ZPass Operations Interagency Agreement dated as of the 11th day of August, 2011, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the Maryland Transportation Authority, the New York State Bridge Authority, the Delaware River Joint Toll Bridge Commission, the Delaware River and Bay Authority, the Maine Turnpike Authority, the New Hampshire Department of Transportation, Massachusetts Department of Transportation, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, Indiana Toll Road Concession Company, Ohio Turnpike Commission, Rhode Island Turnpike and Bridge Authority and any other toll operator approved for full membership by action of the IAG Executive Management Committee (collectively the "Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998 (the "Base Operating Agreement"), as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), and Amendment No. 3 dated as of August 3, 2000, and Amendment No. 4 dated as of June 23, 2005, as amended by the Amendment No. 5 dated as of August 29, 2005, as amended by Amendment No. 6 dated as of December 4, 2006 (as amended, the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 ("Reciprocity Agreement"), the E-ZPass Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as amended ("Reciprocity II"), the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III") and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to modify the provisions relating to veto rights as further provided herein;

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 3 of the Base Operating Agreement, as amended by Amendment No. 6 thereto, is hereby amended by deleting subdivision C thereof and inserting the following in its place:

C. Each Full Member Agency shall have the right to veto: (i) any action which would impose a cost, direct or indirect, on any Full Member Agency of \$15,000 or more; and (ii) the admission of any new member to the IAG. Full Member Companies shall have no veto rights whatsoever.

This Amendment No. 7 to E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority

By: Monique Harkin
Its: Executive Director

New York State Thruway Authority

By: Donald L. Bell
Its: Director of Maint. & Operations

Pennsylvania Turnpike Commission

By: Roscoe Smith
Its: _____

Port Authority of New York and New Jersey

By: Cedric Bell
Its: DIRECTOR, Tunnels, Bridges & Terminals

South Jersey Transportation Authority

By: [Signature]
Its: VP Director

Triborough Bridge and Tunnel Authority

By: David Mark
Its: EXEC. VP

Delaware River Port Authority

By: James B. Quinn
Its: _____

Delaware Department of Transportation

By: V. R. Brown
Its: CHIEF - TOLL OPERATIONS

New York State Bridge Authority

By: Joseph Ruggieri
Its: EXECUTIVE DIRECTOR

Maryland Transportation Authority

By: Ronald P. Brown
Its: Acting Executive Secretary

Massachusetts Department of Transportation

By: [Signature]
Its: _____

Delaware River and Bay Authority

By: [Signature]
Its: CIO

Delaware River Joint Toll Bridge Commission

By: [Signature]
Its: Executive Director

Maine Turnpike Authority

By: [Signature]
Its: E-TRAS Manager

New Hampshire Department of Transportation

By: [Signature]
Its: Toll Manager

Virginia Department of Transportation

By: [Signature]
Its: CFD

Illinois State Toll Highway Authority

By: [Signature]
Its: [Signature]

Indiana Toll Road Concession Company

By: [Signature]
Its: CEO

Ohio Turnpike Commission

By: [Signature]
Its: Executive Dir.

Rhode Island Turnpike & Bridge Authority

By: [Signature]
Its: Exec Dir RITBA

**AMENDMENT NO. 8 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

This Amendment No. 8 to the E-ZPass Operations Interagency Agreement dated as of the ^{9th} day of February, 2012, by and between the Full Members, as defined below;

WITNESSETH

WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Department of Transportation, as successor in interest to Massachusetts Turnpike Authority, the Delaware River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike Authority, the New Hampshire Department of Transportation, the Virginia Department of Transportation, the Illinois State Toll Highway Authority, Rhode Island Turnpike and Bridge Authority and the Ohio Turnpike Commission ("Full Member Agencies"), the ITR Concession Company (a "Full Member Company") and any other toll agency or company approved for full membership by unanimous action of the IAG Executive Management Committee ("Full Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998, Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23, 2005, Amendment No. 5 dated as of August 29, 2005, Amendment No. 6 dated as of December 14, 2006, and Amendment No. 7 dated as of August 11, 2011 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full Members dated as of July 30, 1998 (the "Reciprocity Agreement"), the E-ZPass Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as amended (the "Reciprocity II Agreement") the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III") and certain other implementing agreements, the parties to the Operating Agreement have agreed to cooperate in the establishment of interoperability and reciprocity in the operation of a regional system of electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties to authorize classes of membership known as National Affiliate Member and National Affiliate Private Member for toll systems seeking to be interoperable with the IAG solely by using electronic toll collection on-board units/transponders and roadside equipment that have been approved for such use by the IAG (hereinafter referred to as "E-ZPass-Compatible Transponders

and Reader Equipment"), for collection and transmission of toll transaction data to IAG members as further provided herein and in Exhibits E and F; and

WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by and between the parties in accordance with the terms hereof have been duly performed, and the execution and delivery of this Amendment have in all respects been duly authorized by the respective parties;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend the Operating Agreement as follows:

1. Section 4A shall be amended by adding the following at the end of such paragraph:

There shall be a class of National Affiliate Members that shall be interoperable with the IAG solely by using E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members with the rights and obligations set forth at Appendix E. The National Affiliate Members shall be bound by the terms of the National Affiliate Member Agreement upon execution of such National Affiliate Member Agreement in the form attached at Appendix E by a toll agency or authority that has been approved for such membership by unanimous action of the IAG Executive Management Committee.

There shall be a class of National Affiliate Private Members that shall be interoperable with the IAG solely by using E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members with the rights and obligations set forth at Appendix F. The National Affiliate Private Members shall be bound by the terms of the National Affiliate Private Member Agreement upon execution of such National Affiliate Private Member Agreement in the form attached at Appendix F by a private company engaged in toll operations that has been approved for such membership by unanimous action of the IAG Executive Management Committee.

This Amendment No. 8 to the E-ZPass Operations Interagency Agreement is approved and executed as of the date first above written.

New Jersey Turnpike Authority

By: Victor J. Harkin
Its: Executive Director

New York State Thruway Authority

By: Donald R. Bell
Its: Acting Chief Engineer

Pennsylvania Turnpike Commission

By: Roger E. Nuth
Its: Chief Executive Officer

Port Authority of New York and New Jersey

By: Mark F. Murella
Its: Asst. Dir., T&T

South Jersey Transportation Authority Delaware Department of Transportation

By: [Signature]
Its: DIR

By: [Signature]
Its: CHIEF OF TOLL OPERATIONS

Delaware River Port Authority

By: [Signature]
Its: Director, Revenue

Triborough Bridge and Tunnel Authority

By: [Signature]
Its: Executive Vice President

New York State Bridge Authority

By: [Signature]
Its: Executive Director

Maryland Transportation Authority

By: [Signature]
Its: Deputy Executive Secretary

Massachusetts Department of Transportation

By: [Signature]
Its: Deputy Chief of Operations

Delaware River and Bay Authority

By: [Signature]
Its: Chief Information Officer

Delaware River Joint Toll Bridge Commission

By: [Signature]
Its: Executive Director

Maine Turnpike Authority

By: [Signature]
Its: EMERGENCY MANAGER

Virginia Department of Transportation

By: [Signature]
Its: Chief Financial Officer

New Hampshire Department of Transportation

By: [Signature]
Its: Dir. of Operations

Illinois State Toll Highway Authority

By: [Signature]
Its: EXEC DIRECTOR

ITR Concession Company LLC

By: [Signature] FERNANDO PEDONDO
Its: CEO

Ohio Turnpike Commission

By: [Signature]
Its: Executive Director

Rhode Island Turnpike & Bridge Authority

By: [Signature]
Its: Exec Director

APPENDIX E
To
E-ZPass Operations Interagency Agreement

E-ZPass National Affiliate Member Agreement

This National Affiliate Member Agreement dated as of the ___ day of _____, 2012, by and between the Full Members, as defined below, and the agency or authority ("National Affiliate Member") identified on the execution page to this Agreement.

The Full Member Agencies have approved the creation of a new membership classification, to be known as the E-ZPass National Affiliate Members. The National Affiliate Member shall have the rights and obligations set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Department of Transportation (as successor in interest to the Massachusetts Turnpike Authority), Delaware River and Bay Authority, Delaware River Joint Toll Bridge Commission, Illinois State Highway Toll Authority, Maine Turnpike Authority, New Hampshire Department of Transportation, Ohio Turnpike Commission, Rhode Island Turnpike and Bridge Authority, Virginia Department of Transportation and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.

2. National Affiliate Member. The National Affiliate Member shall be a public toll agency or authority approved for National Affiliate membership by unanimous action of the IAG Executive Management Committee. The National Affiliate Member must become interoperable with the IAG solely by using E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members. The National Affiliate Member may include public toll facilities located within their state as designated facilities covered by this agreement, with no additional annual fees except for transaction fees and credit card fees as outlined in section 6 below, provided that any such toll facility uses the same customer service center as the National Affiliate Member. The National Affiliate Member shall be responsible for all fees and obligations of any toll facilities covered under this agreement, regardless of the owner or operator thereof. If the owner or operator of a toll facility is different from the National

Affiliate Member, the inclusion of such a toll facility as a designated facility covered by this agreement is subject to the approval of the IAG Executive Management Committee. In its discretion, the IAG Executive Management Committee may require the owner or operator of a toll facility, if different from the National Affiliate Member, to execute additional agreements, assurances, or indemnities.

3. IAG Agreements. The IAG Agreements shall include: the Operating Agreement; the Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement"); the License Agreement; the Mark IV Irrevocable Offer and any successor contract approved by the IAG Executive Management Committee for procurement of equipment and services for IAG purposes; all confidentiality agreements in connection with IAG activities; the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines; and any other agreement or amendment approved by the IAG Executive Management Committee in accordance with the Operating Agreement. The National Affiliate Member is not a party to the IAG Agreements but pursuant to this National Affiliate Member Agreement shall be subject to and bound by all of the terms and conditions of the IAG Agreements except as expressly set forth in this agreement. The terms and conditions of the Reciprocity Agreement are incorporated by reference, including without limitation the section thereof entitled "Confidentiality." The National Affiliate Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its participation in the program.
4. Executive Management Committee-No Vote. Only Full Members are voting members of the Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The National Affiliate Members may be admitted to attend and observe committee meetings at the discretion of the chair thereof where committee business does not include matters relating to procurement, litigation or other confidential matters, but shall not have the right to vote or otherwise participate in meetings of the Executive Management Committee or any other IAG committee.
5. CSC Operations. National Affiliate Members are not required to use an existing IAG customer service center. National Affiliate Members within a single state must use a single CSC unless otherwise approved by the Executive Management Committee and in such event all fees shall be subject to review and revised accordingly.

6. Fees.

- a. Initiation Fee and Annual Dues. The National Affiliate Member shall not be required to pay the IAG initiation fee. The National Affiliate Member shall pay an annual fee determined from time to time by the IAG Executive Management Committee in its discretion. The annual fee is intended in part to reflect costs incurred by the IAG for recurring expenses associated with data lines, connections, testing, and other overhead expenses of IAG staff.
- b. National Affiliate Interagency (NI) Transaction Fees: The following policy has been adopted by the IAG for toll reciprocity between National Affiliate Members and other IAG members: A customer's Home Agency shall be reimbursed by the Away Agency a fee of \$0.06 per transaction regardless of either agency's membership class. *EXAMPLE: A customer with a Pennsylvania Turnpike Commission (PTC) E-ZPass account (the HOME AGENCY) travels on the Florida Turnpike (the AWAY AGENCY). This transaction would result in PTC being owed a transaction fee of \$0.06 from Florida's Turnpike Enterprise.* This fee will be reviewed and may be adjusted annually by the Executive Management Committee. Reimbursement shall be made no less than monthly or as may otherwise be agreed in writing between two or more affected IAG Members or National Affiliate Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for the fees associated with processing toll transactions, and shall include a statement which sets forth reasonable details of the calculation.
- c. Credit Card Fees: The following policy has been adopted by the IAG: A Home Agency transferring toll revenues to an Away Agency shall be reimbursed by that Away Agency for the proportionate share of credit card fees incurred in the replenishment of customer accounts. Reimbursement for credit card fees shall be in accordance with the IAG Policy Statement "Reimbursement of Credit Card Fees" then in effect, or as may otherwise be agreed in writing between two or more affected IAG Members or National Affiliate Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for credit card fees associated with account reimbursements, and shall include a statement which sets forth reasonable details of the calculation. All credit card reimbursement fees shall be computed using the then current credit card formula approved by the IAG EMC.

7. ETC System Equipment.

- a. The National Affiliate Member must use E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members.

- b. No ETC System Equipment Contract. The National Affiliate Member shall not be a participating agency for purposes of the Irrevocable Offer provided by the IAG vendor, or any future technology contract/agreement.
 - c. ETC System Equipment Approval. On-Board Units/Transponders ("OBU") and Roadside Equipment ("RSE") utilized by the National Affiliate Member to be interoperable with the E-ZPass ETC Systems operated by the IAG Members must be approved by the IAG Executive Management Committee as to reliability and technical interoperability before being placed into service. The National Affiliate shall undertake interoperable technology testing requirements as specified in Attachment I for equipment and software that has not previously passed testing and has not been approved by the IAG for use in the E-ZPass System. Successful completion of the testing protocol and formal written approval by the IAG is required before the Transponders and Reader Equipment can be deemed to be E-ZPass-Compatible and placed into service. It is understood and agreed that the National Affiliate Member assumes all legal risks associated with its utilization of any intellectual property. The National Affiliate Member is prohibited from engaging in any conduct which would violate the patent protections for E-ZPass equipment in use by the IAG Members, and shall indemnify and hold harmless the IAG Members from and against any and all claims which may arise as a result of such conduct.
8. License Agreement. The National Affiliate Member shall execute and comply with the E-ZPass License Agreement required by the IAG Operating Agreement. The National Affiliate Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the National Affiliate Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee.
9. Non-Toll applications. Unless otherwise approved in writing by the IAG Executive Management Committee, the obligations of the other Members regarding interoperability and reciprocity shall include only the National Affiliate Member's primary toll applications. The National Affiliate Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG member or their customer service center provider, other than in connection with the National Affiliate Member's primary toll applications, without the written approval of the IAG Executive Management Committee. Without limiting the foregoing, the National Affiliate Member shall not be entitled to offer parking programs under the E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), or the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III"), as amended. The parties may, at the discretion of and upon approval by all Full Member

Agencies, approve a new reciprocity agreement or addendum thereto providing for parking programs by National Affiliate Members.

10. Policy Matrix: Conditions to Implementation.

- a. Policy Matrix. The National Affiliate Member shall comply with the Policy Matrix approved by the Executive Management Committee for such National Affiliate Member.
- b. OBU Coding. The National Affiliate Member shall not permit sale of any OBU coded for IAG use, or use of any such OBU at the National Affiliate Member facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements. At all times the National Affiliate Member shall ensure that its OBUs coded for IAG use are in compliance with the IAG coding protocols then in use by the IAG Members.
- c. IAG File Specification Required. The IAG Inter CSC File Specification shall be used for all data communications.

11. Assignment. Unless expressly approved in writing by the IAG Executive Management Committee, the National Affiliate Member may not assign any of its rights or obligations under the IAG Agreements.
12. Termination. The IAG Executive Management Committee or the National Affiliate Member may terminate the participation of such National Affiliate Member without cause upon 30 days notice to the other party. The IAG Executive Management Committee may terminate the membership of the National Affiliate Member immediately without notice upon default by the National Affiliate Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.
13. Jurisdiction. This Agreement shall be governed under the laws of the State of New York. The National Affiliate Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.
14. Parties in Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the National Affiliate Member. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.

E-ZPass National Affiliate

Interoperable Technology Testing Requirements (Attachment 1)

The E-ZPass Interagency Group has established the following testing and accuracy requirements for equipment and software that has not previously been approved by the IAG for use on the E-ZPass system. Equipment and software shall be tested to the satisfaction of the IAG utilizing these test protocols. Successful completion of the testing protocol and formal written approval by the IAG EMC is required before equipment is placed into service.

Any equipment proposed for use by National Affiliate members that has previously been approved for use on the E-ZPass system, that utilizes the same models and software versions of equipment employed by the IAG is not required to be tested under this protocol, however is required to undergo the normal reciprocity testing protocol established for all new members of the IAG. (Note: If a National Affiliate proposes a specific model of a multi-protocol reader which has not already been tested by the IAG or one of its National Affiliates, the reader shall be fully tested even if it "reads" one or more of the same protocol tags as previously tested.)

Equipment and software tested under this protocol for use by a National Affiliate member, and approved by the IAG for use on the E-ZPass system, does not need to be tested again if other National Affiliates propose using the same equipment.

Interoperable Technology Testing Requirements

1. **Performance Requirements.** The equipment and software proposed for use on the E-ZPass system must meet the following minimum requirements.

| | Read Performance | Write Performance | Lane Assignment |
|------------|------------------|-------------------|-----------------|
| Toil Plaza | 99.90% | 99.90% | 99.98% |
| Open Road | 99.90% | 99.80% | 99.90% |

2. **Sample Size.** The following are the minimum requirements for the number of transactions to be included in the testing of equipment and software.
 - a. No less than 5,500 transactions for each full test of system performance
 - i. No less than 500 transactions using OBU's native to the RSE under test.
 - ii. No less than 5000 transactions using OBU's that operate with the reciprocal protocol.

3. **Test Parameters.** The IAG requires that certain test parameters be varied, including:
 - a. Plaza Type (conventional plaza, open road)
 - b. Vehicle Type (car, truck, etc)
 - c. Lane Position (in lane, straddling lane)
 - d. Vehicle Speed (various speed profiles)
 - e. OBU Mounting Position (windshield, bumper, roof)
 - f. RSE Type (IAG single protocol, other vendor multi-protocol, etc)

4. **Test Scenarios.** A full test shall be completed for each RSE to be tested, for each plaza type, and for each OBU mounting position. The remaining parameters can be varied within each full test. Full testing is not required for each speed, lane position or vehicle type.

5. **Example Test Requirements Under This Protocol.** Given the requirements of this testing document, a valid test of an OBU with two possible mounting locations would be as follows:
 - a. 5,500 transactions PLAZA with Interior OBU
 - b. 5,500 transactions OPEN ROAD with Interior OBU
 - c. 5,500 transactions PLAZA with Bumper OBU
 - d. 5,500 transactions OPEN ROAD with Bumper OBUAdditional transactions would be required for additional OBU types and other RSE types.

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Execution Page To
E-ZPASS National Affiliate Member Agreement

The undersigned National Affiliate Member hereby agrees to be bound by the terms of the foregoing E-ZPass National Affiliate Member Agreement dated as of the 20 day of December 2012, as it may be amended from time to time in accordance with its terms.

[Signature] Chief Operating Officer, NCDOT
[National Affiliate Member Name]

By: _____
Its: _____
Date: _____

The foregoing National Affiliate Member Agreement has been approved and accepted by unanimous approval of the E-ZPass Interagency Group Executive Management Committee by Resolution dated October 11, 2012.

Certified this 14 day of January, 2013

[Signature]

Chair, IAG Executive Management Committee

APPENDIX F
To
E-ZPass Operations Interagency Agreement
Terms and Conditions of National Affiliate Private Member Participation

This National Affiliate Private Member Agreement dated as of the ___ day of _____, 2012, by and between the Full Members, as defined below, and the agency or authority ("National Affiliate Private Member") identified on the execution page to this Agreement.

The Full Member Agencies have approved the creation of a new membership classification to be known as the E-ZPass National Affiliate Private Members. The National Affiliate Private Member shall have all of the rights and obligations set forth below.

1. Full Member Agencies. The Full Member Agencies are the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware River Port Authority, the Delaware Department of Transportation, the New York State Bridge Authority, the Maryland Transportation Authority, the Massachusetts Department of Transportation (as successor in interest to the Massachusetts Turnpike Authority), Delaware River and Bay Authority, Delaware River Joint Toll Bridge Commission, Illinois State Highway Toll Authority, Maine Turnpike Authority, New Hampshire Department of Transportation, Ohio Turnpike Commission, Rhode Island Turnpike and Bridge Authority, Virginia Department of Transportation and any other toll agency approved for full agency membership by unanimous action of the IAG Executive Management Committee.
2. National Affiliate Private Member. The National Affiliate Private Members shall be a private (non-public) toll agency or authority approved for National Affiliate Private membership by unanimous action of the IAG Executive Management Committee. The National Affiliate Private Member must become interoperable with the IAG solely by using E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members. The National Affiliate Private Member may include toll facilities located within its state as designated facilities covered by this agreement, with no additional annual fees except for transaction fees and credit card fees as outlined in section 6 below, provided that any such toll facility uses the same customer service center as the National Affiliate Private Member. The National Affiliate Private Member shall be responsible for all fees and obligations of any toll facilities covered under this agreement, regardless of the owner or operator thereof. If the owner or operator of a toll facility is different from the National Affiliate Private Member, the

inclusion of such a toll facility as a designated facility covered by this agreement is subject to the approval of the IAG Executive Management Committee. In its discretion, the IAG Executive Management Committee may require the owner or operator of a toll facility, if different from the National Affiliate Private Member, to execute additional agreements, assurances, or indemnities.

3. IAG Agreements. The IAG Agreements shall include: the Operating Agreement; the Reciprocity Agreement dated as of July 30, 1998 ("Reciprocity Agreement"); the License Agreement; the Mark IV Irrevocable Offer and any successor contract approved by the IAG Executive Management Committee for procurement of equipment and services for IAG purposes; all confidentiality agreements in connection with IAG activities; the Inter-Customer Service Center Interface File Specifications and Vehicle Classification Table, Operating Guidelines; and any other agreement or amendment approved by the IAG Executive Management Committee in accordance with the Operating Agreement. The National Affiliate Member is not a party to the IAG Agreements but pursuant to this National Affiliate Member Agreement shall be subject to and bound by all of the terms and conditions of the IAG Agreements except as expressly set forth in this agreement. The terms and conditions of the Reciprocity Agreement are incorporated by reference, including without limitation the section thereof entitled "Confidentiality." The National Affiliate Private Member shall be notified of any amendment to the IAG Agreements and, in the event of objection to such amendment, its sole remedy shall be the right to terminate its participation in the program.
4. Executive Management Committee-No Vote. Only Full Members are voting members of the Executive Management Committee. Any references to approvals by the IAG or the IAG Executive Management Committee shall be deemed to mean the Full Members only. The National Affiliate Private Members may be admitted to attend and observe committee meetings at the discretion of the chair thereof where committee business does not include matters relating to procurement, litigation or other confidential matters, but shall not have the right to vote or otherwise participate in meetings of the Executive Management Committee or any other IAG committee.
5. CSC Operations. National Affiliate Private Members are not required to use an existing IAG customer service center. National Affiliate Private Members within a single state must use a single CSC unless otherwise approved by the Executive Management Committee and in such event all fees shall be subject to review and revised accordingly.

6. Fees.

- a. Initiation Fee and Annual Dues. The National Affiliate Private Member shall not be required to pay the IAG initiation fee. The National Affiliate Private Member shall pay an annual fee determined from time to time by the IAG Executive Management Committee in its discretion. The annual fee is intended in part to reflect costs incurred by the IAG for recurring expenses associated with data lines, connections, testing, and other overhead expenses of IAG staff.
- b. National Affiliate Interagency (NI) Transaction Fees: The following policy has been adopted by the IAG for toll reciprocity between National Affiliate Private Members and other IAG members.: A customer's Home Agency shall be reimbursed by the Away Agency a fee of \$0.06 per transaction regardless of either agency's membership class. *EXAMPLE: A customer with a Pennsylvania Turnpike Commission (PTC) E-ZPass account (the HOME AGENCY) travels on the Florida Turnpike (the AWAY AGENCY). This transaction would result in PTC being owed a transaction fee of \$0.06 from Florida's Turnpike Enterprise.* At the election of a Full Member Agency, for transactions involving a National Affiliate Private Member, a customer's Home Agency shall be reimbursed by the Away Agency an additional surcharge of \$0.03 per transaction in addition to the \$0.06 per transaction fee, for a total fee of \$0.09 per transaction. This fee will be reviewed and may be adjusted annually by the Executive Management Committee. Reimbursement shall be made no less than monthly or as may otherwise be agreed in writing between two or more affected IAG Members or National Affiliate Private Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for the fees associated with processing toll transactions, and shall include a statement which sets forth reasonable details of the calculation.
- c. Credit Card Fees: The following policy has been adopted by the IAG: A Home Agency transferring toll revenues to an Away Agency shall be reimbursed by that Away Agency for the proportionate share of credit card fees incurred in the replenishment of customer accounts. Reimbursement for credit card fees shall be in accordance with the IAG Policy Statement "Reimbursement of Credit Card Fees" then in effect, or as may otherwise be agreed in writing between two or more affected IAG Members, National Affiliate Members, and/or National Affiliate Private Members. The Home Agency shall be responsible for determining amounts due from the Away Agency for credit card fees associated with account reimbursements, and shall include a statement which sets forth reasonable details of the calculation. All credit card reimbursement fees shall be computed using the then current credit card formula approved by the IAG EMC.

7. ETC System Equipment.

- a. The National Affiliate Private Member must use E-ZPass-Compatible Transponders and Reader Equipment for collection and transmission of toll transaction data to IAG members.
 - b. No ETC System Equipment Contract. The National Affiliate Private Member shall not be a participating agency for purposes of the Irrevocable Offer provided by the IAG vendor, or any future technology contract/agreement.
 - c. ETC System Equipment Approval. On-Board Units/Transponders ("OBU") and Roadside Equipment ("RSE") utilized by the National Affiliate Private Member to be interoperable with the E-ZPass ETC Systems operated by the IAG Members must be approved by the IAG Executive Management Committee as to reliability and technical interoperability before being placed into service. The National Affiliate Private Member shall undertake interoperable technology testing requirements as specified in Attachment I.P for equipment and software that has not previously passed testing and has not been approved by the IAG for use in the E-ZPass System. Successful completion of the testing protocol and formal written approval by the IAG is required before the Transponders and Reader Equipment can be deemed to be E-ZPass-Compatible and placed into service. It is understood and agreed that the National Affiliate Private Member assumes all legal risks associated with its utilization of any intellectual property. The National Affiliate Private Member is prohibited from engaging in any conduct which would violate the patent protections for E-ZPass equipment in use by the IAG Members, and shall indemnify and hold harmless the IAG Members from and against any and all claims which may arise as a result of such conduct.
8. License Agreement. The National Affiliate Private Member shall execute and comply with the E-ZPass License Agreement required by the IAG Operating Agreement. The National Affiliate Private Member may, at its discretion, use a name other than E-ZPass as its primary name for toll collection. In that event, the National Affiliate Private Member shall post the E-ZPass logo on appropriate toll signage as specified in a signage plan approved by the IAG Executive Management Committee.
9. Non-Toll applications. Unless otherwise approved in writing by the IAG Executive Management Committee, the obligations of the other Members regarding interoperability and reciprocity shall include only the National Affiliate Private Member's primary toll applications. The National Affiliate Private Member shall not use or permit the use of the E-ZPass name or logo or any information or property provided by any IAG member or their customer service center provider, other than in connection with the National Affiliate Private Member's primary toll applications, without the written approval of the IAG Executive

Management Committee. Without limiting the foregoing, the National Affiliate Private Member shall not be entitled to offer parking programs under the E-ZPass Interagency Group Public Parking Services Program Agreement dated as of April 5, 2001 ("Reciprocity II"), or the E-ZPass Interagency Group Private Parking Services Program Agreement dated as of June 15, 2006 ("Reciprocity III"), as amended. The parties may, at the discretion of and upon approval by all Full Member Agencies, approve a new reciprocity agreement or addendum thereto providing for parking programs by National Affiliate Private Members.

10. Policy Matrix; Conditions to Implementation.

- a. Policy Matrix. The National Affiliate Private Member shall comply with the Policy Matrix approved by the Executive Management Committee for such National Affiliate Private Member.
- b. OBU Coding. The National Affiliate Private Member shall not permit sale of any OBU coded for IAG use, or use of any such OBU at the National Affiliate Private Member facilities, until it has received written confirmation from the IAG Executive Director that all applicable IAG Agreements have been fully executed and all system testing has been completed in accordance with the IAG Agreements. At all times the National Affiliate Private Member shall ensure that its OBUs coded for IAG use are in compliance with the IAG coding protocols then in use by the IAG Members.
- c. IAG File Specification Required. The IAG Inter CSC File Specification shall be used for all data communications.

11. Assignment. Unless otherwise approved in writing by the EMC, a National Affiliate Private Member may not assign any of its rights or obligations under this Agreement, whether by agreement, merger, or sale of assets or of stock. The EMC shall not recognize any such assignment made without its written approval.

12. Termination. The IAG Executive Management Committee or the National Affiliate Private Member may terminate the participation of such National Affiliate Private Member without cause upon 30 days notice to the other party. The IAG Executive Management Committee may terminate the membership of the National Affiliate Private Member immediately without notice upon default by the National Affiliate Private Member under any of the IAG Agreements. The provisions of the Reciprocity Agreement governing financial settlement and the confidentiality requirements set forth in the Reciprocity Agreement and in any other IAG Agreement shall survive any such termination.

13. Jurisdiction. This Agreement shall be governed under the laws of the State of New York. The National Affiliate Private Member consents to the jurisdiction of the courts of the State of New York in regard to any action arising out of its membership.

14. Parties in Interest. This Agreement shall be solely for the cooperative benefit of the IAG Members and the National Affiliate Private Member. No other person or entity shall be a beneficiary of its provisions, nor have a right to enforce its terms against the parties hereto.
15. Financial Obligations. Each National Affiliate Private Member shall be required to post a bond or other financial instrument, satisfactory in form and substance to the EMC, for the benefit of the other members of the IAG to cover any obligations of such Member to any or all other IAG members in the event the Member defaults in the payment of monetary obligations due to any or all other IAG members under the Reciprocity Agreements or any other IAG agreement. The amount of such a financial instrument shall be equal to the average three-month payment obligations of the Member to all other IAG members for the tolls incurred by the Member customers at other IAG toll facilities. Such three-month average shall be determined annually by the IAG Executive Director and shall be the product of the average monthly payment obligation during the prior twelve months multiplied by three. Until such time as there is sufficient data to calculate such amount, the amount of such a financial instrument shall be equal to the product of the number of transponders acquired by such Member for distribution to its customers times the fee established annually by the EMC for such purpose. This fee initially shall be set at \$5.00.
16. Conflict of Interest. A National Affiliate Private Member shall not take any action, or participate in any transaction, which might be or give the appearance of a conflict of interest with its membership in the IAG or with a Full Member Agency. If a National Affiliate Private Member has reason to believe that any situation exists which might be or give the appearance of such a conflict of interest, the Member shall immediately notify the IAG Executive Director and Chair of the Executive Management Committee in writing giving the full details thereof. Unless the Member receives the specific written approval of the IAG Executive Director, the Member shall not take any action which might be viewed as or give the appearance of a conflict of interest.
17. Integrity. Each National Affiliate Private Member shall at all times maintain the highest standards of integrity in its membership in the IAG, its operations in connection therewith, and in all other business dealings.

E-ZPass National Affiliate Private Member

Interoperable Technology Testing Requirements (Attachment I.P)

The E-ZPass Interagency Group has established the following testing and accuracy requirements for equipment and software that has not previously been approved by the IAG for use on the E-ZPass system. Equipment and software shall be tested to the satisfaction of the IAG utilizing these test protocols. Successful completion of the testing protocol and formal written approval by the IAG EMC is required before equipment is placed into service.

Any equipment proposed for use by National Affiliate Private Members that has previously been approved for use on the E-ZPass system, that utilizes the same models and software versions of equipment employed by the IAG is not required to be tested under this protocol, however is required to undergo the normal reciprocity testing protocol established for all new members of the IAG. (Note: If a National Affiliate Private Member proposes a specific model of a multi-protocol reader which has not already been tested by the IAG or one of its National Affiliates, the reader shall be fully tested even if it "reads" one or more of the same protocol tags as previously tested.)

Equipment and software tested under this protocol for use by a National Affiliate Private Member, and approved by the IAG for use on the E-ZPass system, does not need to be tested again if other National Affiliates propose using the same equipment.

Interoperable Technology Testing Requirements

1. **Performance Requirements.** The equipment and software proposed for use on the E-ZPass system must meet the following minimum requirements.

| | Read Performance | Write Performance | Lane Assignment |
|------------|------------------|-------------------|-----------------|
| Toll Plaza | 99.90% | 99.90% | 99.98% |
| Open Road | 99.90% | 99.80% | 99.90% |

2. **Sample Size.** The following are the minimum requirements for the number of transactions to be included in the testing of equipment and software.
 - a. No less than 5,500 transactions for each full test of system performance
 - i. No less than 500 transactions using OBU's native to the RSE under test.
 - ii. No less than 5000 transactions using OBU's that operate with the reciprocal protocol.

3. **Test Parameters.** The IAG requires that certain test parameters be varied, including:
 - a. Plaza Type (conventional plaza, open road)
 - b. Vehicle Type (car, truck, etc)
 - c. Lane Position (in lane, straddling lane)
 - d. Vehicle Speed (various speed profiles)
 - e. OBU Mounting Position (windshield, bumper, roof)
 - f. RSE Type (IAG single protocol, other vendor multi-protocol, etc)

4. **Test Scenarios.** A full test shall be completed for each RSE to be tested, for each plaza type, and for each OBU mounting position. The remaining parameters can be varied within each full test. Full testing is not required for each speed, lane position or vehicle type.

5. **Example Test Requirements Under This Protocol.** Given the requirements of this testing document, a valid test of an OBU with two possible mounting locations would be as follows:
 - a. 5,500 transactions PLAZA with Interior OBU
 - b. 5,500 transactions OPEN ROAD with Interior OBU
 - c. 5,500 transactions PLAZA with Bumper OBU
 - d. 5,500 transactions OPEN ROAD with Bumper OBUAdditional transactions would be required for additional OBU types and other RSE types.

**Execution Page To
E-ZPASS National Affiliate Private Member Agreement**

The undersigned National Affiliate Private Member hereby agrees to be bound by the terms of the foregoing E-ZPass National Affiliate Private Member Agreement dated as of the ___ day of _____, 2012, as it may be amended from time to time in accordance with its terms.

[National Affiliate Private Member Name]

By: _____

Its: _____

Date: _____

The foregoing National Affiliate Private Member Agreement has been approved and accepted by unanimous approval of the E-ZPass Interagency Group Executive Management Committee by Resolution dated _____.

Certified this ___ day of _____, 20__

Chair, IAG Executive Management Committee

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**AMENDMENT NO. 9 TO
E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

7 This Amendment No. 9 to the E-ZPass Operations Interagency Agreement dated as of the 13th
8 day of June, 2012, by and between the Full Members, as defined below;

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WITNESSETH

26 WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the
27 Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South
28 Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware
29 River Port Authority, the Delaware Department of Transportation, the New York State Bridge
30 Authority, the Maryland Transportation Authority, the Massachusetts Department of
31 Transportation, as successor in interest to Massachusetts Turnpike Authority, the Delaware River
32 and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike
33 Authority, the New Hampshire Department of Transportation, the Virginia Department of
34 Transportation, the Illinois State Toll Highway Authority, Rhode Island Turnpike and Bridge
35 Authority and the Ohio Turnpike Commission ("Full Member Agencies"), the ITR Concession
36 Company (a "Full Member Company") and any other toll agency or company approved for full
membership by unanimous action of the IAG Executive Management Committee ("Full
Members") are parties to that certain E-ZPass Operations Interagency Agreement dated as of
February 20, 1998, as amended by Amendment No. 1 dated as of November 1, 1998,
Amendment No. 2 dated as of June 8, 2000 (also known as Amendment No. 2 dated August 3,
2000), Amendment No. 3 dated as of August 3, 2000, Amendment No. 4 dated as of June 23,
2005, Amendment No. 5 dated as of August 29, 2005, Amendment No. 6 dated as of December
14, 2006, Amendment No. 7 dated as of August 11, 2011 and Amendment No. 8 dated as of
February 9, 2012 (the "Operating Agreement"); and

WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full
Members dated as of July 30, 1998 (the "Reciprocity Agreement"), the E-ZPass Interagency
Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as amended (the
"Reciprocity II Agreement") the E-ZPass Interagency Group Private Parking Services Program
Agreement dated as of June 15, 2006 ("Reciprocity III") and certain other implementing
agreements, the parties to the Operating Agreement have agreed to cooperate in the
establishment of interoperability and reciprocity in the operation of a regional system of
electronic toll collection; and

WHEREAS, the parties have determined it to be necessary and in the best interests of the parties
to provide for the payment of fees by a Full Member Agency operating a Customer Service
Center for one or more private companies engaged in toll transactions (Private Toll Operator) for

37 each transaction incurred by the customer of an IAG member at a facility operated by the Private
38 Toll Operator; and

39 WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by
40 and between the parties in accordance with the terms hereof have been duly performed, and the
41 execution and delivery of this Amendment have in all respects been duly authorized by the
42 respective parties;

43 NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties
44 agree to amend the Operating Agreement as follows:

45 1. A new Section 13 shall be added as follows:

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47 13. Transaction Fees for Full Member Agencies with a Private Toll Operator

48 A Full Member Agency operating a Customer Service Center (CSC) for one or more
49 private companies engaged in toll operations (Private Toll Operator) shall pay to any IAG
50 member so requesting, an amount equal to three cents for each transaction incurred by a
51 customer of the requesting IAG member at a facility operated by the Private Toll
52 Operator. If the Private Toll Operator handles violation processing, the Full Member
53 Agency CSC Operator shall pay one additional cent per transaction. If such fee or fees
54 are charged, the Full Member Agency, on behalf of the Private Toll Operator, shall have
55 a right to collect equivalent per transaction amounts from the requesting IAG member for
56 processing transactions incurred by the Private Toll Operator's customers at the toll
57 facilities of the requesting IAG Member. If the Private Toll Operator is a member of a
58 CSC that issues one tag on behalf of all members of the Full Member Agency CSC, the
59 Full Member Agency shall calculate the percentage of tags issued on behalf of each
60 Private Toll Operator by dividing the number of home transactions taken at the toll roads
61 operated by the Private Toll Operator by total number of home transactions taken at all
62 facilities that are members of the same CSC. The resulting percentage would be applied
63 to all transactions taken at the requesting IAG member by the customers of the CSC
64 representing the Private Toll Operator that would be subject to the three cent or four cent
65 transaction fee. The percentage should be calculated on a monthly basis and provided to
66 the IAG as part of the monthly settlement process.

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68 This Amendment No. 9 to the E-ZPass Operations Interagency Agreement is approved
69 and executed as of the date first above written.

70 New Jersey Turnpike Authority

71 By: *William J. ...*

72 Its: *Executive Director*

New York State Thruway Authority

By: *Donald R. Bell*

Its: *Chief Engineer*

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Pennsylvania Turnpike Commission

By: [Signature]
Its: CEO

Port Authority of New York and New Jersey

By: [Signature]
Its: Asst Dir, TB+T

South Jersey Transportation Authority

By: [Signature]
Its: Asst Director, JFK

Triborough Bridge and Tunnel Authority

By: [Signature]
Its: Exec. VP

Delaware River Port Authority

By: [Signature]
Its: Director Revenue

Delaware Department of Transportation

By: [Signature]
Its: Chief Toll Operations

New York State Bridge Authority

By: [Signature]
Its: EXECUTIVE DIRECTOR

Maryland Transportation Authority

By: [Signature]
Its: Deputy Executive Secretary

New Hampshire Department of Transportation

By: [Signature]
Its: COMMISSIONER

Delaware River and Bay Authority

By: [Signature]
Its: Chief Executive Officer

Delaware River Joint Toll Bridge Commission

By: [Signature]
Its: Program Manager

Maine Turnpike Authority

By: [Signature]
Its: EXEC DIRECTOR

Virginia Department of Transportation

By: [Signature]
Its: Chief Financial Officer

Massachusetts Department of Transportation

By: [Signature]
Its: Director

Illinois State Toll Highway Authority

By: [Signature]
Its: EXEC DIRECTOR

ITR Concession Company

By: [Signature]
Its: CEO

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Ohio Turnpike Commission

By: David Hill

Its: DIRECTOR, AUDIT & INTERNAL CONTROL

Rhode Island Turnpike & Bridge Authority

By: Paul [Signature]

Its: Exec. Dir.

1 **AMENDMENT NO. 10 TO**

2 **THE E-ZPASS OPERATIONS INTERAGENCY AGREEMENT**

3 This Amendment No. 10 to the E-ZPass Operations Interagency Agreement dated as of the 13th
4 day of November, 2013, by and between the Full Members, as defined below;

5 **WITNESSETH**

6 WHEREAS, the New Jersey Turnpike Authority, the New York State Thruway Authority, the
7 Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South
8 Jersey Transportation Authority, the Triborough Bridge and Tunnel Authority, the Delaware
9 River Port Authority, the Delaware Department of Transportation, the New York State Bridge
10 Authority, the Maryland Transportation Authority, the Massachusetts Department of
11 Transportation, as successor in interest to Massachusetts Turnpike Authority, the Delaware
12 River and Bay Authority, the Delaware River Joint Toll Bridge Commission, the Maine Turnpike
13 Authority, the New Hampshire Department of Transportation, the Virginia Department of
14 Transportation, the Illinois State Toll Highway Authority, the Rhode Island Turnpike and Bridge
15 Authority, the Ohio Turnpike and Infrastructure Commission, as successor in interest to the
16 Ohio Turnpike Commission, ("Full Member Agencies"), the ITR Concession Company, a ("Full
17 Member Company") and any other toll agency or company approved for full membership by
18 unanimous action of the IAG Executive Management Committee, ("Full Members") are parties
19 to that certain E-ZPass Operations Interagency Agreement dated as of February 20, 1998, as
20 amended by Amendment No. 1 dated as of November 1, 1998; Amendment No. 2 dated as of
21 June 8, 2000 (also known as Amendment No. 2 dated August 3, 2000), Amendment No. 3 dated
22 as of August 3, 2000, Amendment No 4 dated as of June 23, 2005, Amendment No. 5 dated as
23 of August 29, 2005, Amendment No. 6 dated as of December 14, 2006, Amendment No. 7
24 dated as of August 11, 2011, Amendment No. 8 dated as of February 9, 2012 and Amendment
25 No. 9 dated as of June 13, 2012 (the "Operating Agreement"); and

26 WHEREAS, pursuant to the Operating Agreement, the Reciprocity Agreement between the Full
27 Member Agencies dated as of July 30, 1998 (the "Reciprocity Agreement"), the E-ZPass
28 Interagency Group Pilot Parking Services Program Agreement dated as of April 5, 2001, as
29 amended (the "Reciprocity II Agreement") the E-ZPass Interagency Group Pilot Parking Services
30 Program dated as of June 15, 2006 ("Reciprocity III") and certain other implementing
31 agreements, the parties to the Operating Agreement have agreed to cooperate in the
32 establishment of interoperability and reciprocity in the operation of a regional system of
33 electronic toll collection; and

34 WHEREAS, the parties have determined it necessary and in the best interests of the parties to
35 create a National Affiliate Member and National Affiliate Private Member membership category

36 for toll systems seeking to be Interoperable with the IAG solely by using electronic toll
37 collection on-board units/transponders and roadside equipment that have been approved for
38 such use by the IAG for collection and transmission of toll transaction data to the IAG members
39 as further provided in Amendment 8 and Exhibits E and F of Amendment 8; and

40 WHEREAS, the parties have determined it to be necessary and in the best interests of the
41 parties to revise the testing requirements contained in Amendment 8 specifically for admission
42 of the Niagara Falls Bridge Commission ("NFBC") as a National Affiliate Member; and

43 WHEREAS, all things necessary to constitute this Amendment a valid and binding agreement by
44 and between the parties in accordance with the terms hereof have been duly performed, and
45 the execution and delivery of this Amendment have in all respects been duly authorized by the
46 respective parties;

47 NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree
48 to amend the provisions of Amendment 8, Attachment 1, Interoperable Technology Testing
49 Requirements, Sections 2 and 3a as follows:

1. Due to the inherent limited risk posed by interoperability between NFBC and IAG due to NFBC's use of IAG transponders, remote geographical location and limited number of expected interoperable transactions, the IAG approves a reduced sample size with a test transaction count for NFBC of 5,500 total test transactions.
2. Due to NFBC's facility type, NFBC testing requires testing of traditional plaza operations only. Testing of Open Road Tolling (ORT) is not required unless NFBC determines that it will operate in an ORT environment in the future.
3. NFBC is required to test both interior and exterior transponders, including a minimum sample size of 250 exterior device transactions. The final number of transactions for each device type to be determined by the Chair of the IAG Technical Committee.
4. The testing requirements are adopted herein expressly for the unique circumstances under which the NFBC operates its toll facility, and nothing herein shall be construed to set a precedent for any other testing by other potential member agencies.
5. The reader equipment utilized by NFBC shall not be deemed fully tested or in any way approved for operation on the IAG system by any other entity.

50 This Amendment No. 10 to the E-ZPass Operations Interagency Agreement is approved and
51 executed as of the date first above written.

52 New Jersey Turnpike Authority
53 By: [Signature]

54 Its: Executive Director

55 Pennsylvania Turnpike Commission
56 By: [Signature]

57 Its: COO

58 South Jersey Transportation Authority
59 By: [Signature]

60 Its: Director

61 Delaware River Port Authority
62 By: [Signature]

63 Its: Director, E-2/OPS

64 New York State Bridge Authority
65 By: [Signature]

66 Its: DIRECTOR, ADMIN SERVICES

67 New Hampshire Department of Transportation
68 By: [Signature]

69 Its: Asst Commissioner

70 Delaware River Joint Toll Bridge Commission
71 By: [Signature]

72 Its: Program Manager

New York State Thruway Authority
By: [Signature]

Its: Deputy Director Operations

Port Authority of New York and New Jersey
By: [Signature]

Its: Asst. Director, TB+T

Triborough Bridge and Tunnel Authority
By: [Signature]

Its: Exec. VP

Delaware Department of Transportation
By: [Signature]

Its: Chief Toll Ops

Maryland Transportation Authority
By: [Signature]

Its: Deputy Exec. Sec.

Delaware River Bay Authority
By: [Signature]

Its: Chief Technical Officer

Maine Turnpike Authority
By: [Signature]

Its: E-2/OPS Manager

73 Virginia Department of Transportation

74 By: [Signature]

75 Its: Chief Financial Officer

76 Massachusetts Department of Transportation

77 By: [Signature]

78 Its: Director of Cost Services

79 Ohio Turnpike and Infrastructure Commission

80 By: [Signature]

81 Its: DIRECTOR, AUDIT & INTERNAL CONTRL

Illinois State Toll Highway Authority

By: [Signature]

Its: EXECUTIVE DIRECTOR

ITR Concession Company

By: [Signature]

Its: CEO

Rhode Island Turnpike & Bridge Authority

By: [Signature]

Its: Exec Dir, RITBA