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RECEIVED 5/24/04

COMMONWEALTH of VIRGINIA

DEPARTMENT OF TRANSPORTATION
P.O. BOX 219
SANDSTON, VA 23150-0219

Philip A. Shucet
Commissioner

R. E. PREZIOSO
RESIDENT ENGINEER
TEL (804) 328-3044
FAX (804) 328-3041

May 20, 2004

MEMORANDUM

To: Deborah Brown
Division Administrator

From: D. H. Wesson
Project Manager

D.H. Wesson

Subject: Executed Software Escrow Agreement
Route 895 Toll Plaza ETTM System

Attached please find a copy of the Software Escrow Agreement, which has been executed by all parties and ready to be filed. To the best of my knowledge all phases of the agreement have been completed and SunTrust Bank has possession of the source codes as required by the contract.

If you have any questions, please advise.

cc: Tom Pelnik
Tom Hawthorne
Robbie Prezioso
Wade Jewell

A Fluor Daniel and
Morrison Knudsen LLC

2000 Chippenham Parkway
Richmond, VA 23234

May 5, 2004

Mr. Stephen Hall
Project Manager
InTranS Group LLC
111 Mineola Avenue
Roslyn Heights, New York 11577

Re: Route 895 Connector Project
Contract No. 209350-PP-00030
SOFTWARE ESCROW AGREEMENT
File No. FM-IT074

Dear Mr. Hall:

Attached is a copy of the fully executed software escrow agreement. Future updates to the Route 895 toll system software source code will be coordinated through Emily Hare, Assistant Vice President, at SunTrust Bank. The bank and contact information are as follows:

Emily J. Hare
Assistant Vice President
Corporate Trust Division

SunTrust Bank
Mail Code HDQ 5310
919 East Main Street
10th Floor
Richmond, VA 23219

Tel. 804.782.5400
Fax 804.782.7855

emily.hare@suntrust.com

The 4 CDROMS along with your check for $2,850.00 were delivered to SunTrust Bank yesterday, May 4, 2004.

If you have any questions on the above, please advise.

Sincerely,

Herbert W. Morgan /sdh

Herb W. Morgan, PE
Project Director

Attachment

cc: File
C. Layne
B. Mason
S. Risley

A Fluor Daniel and
Morrison Knudsen LLC

2000 Chippenham Parkway
Richmond, VA 23234

FD/MK LLC
A FLUOR DANIEL AND MORRISON KNUDSEN CORPORATION LIMITED LIABILITY COMPANY

ESCROW AGREEMENT

ESCROW AGREEMENT dated as of 4 day of May 2004, by and among InTranS Group, LLC, a corporation organized and existing under the laws of the State of New York, having its principal offices at 111Mineola Avenue, Roslyn Heights, NY 11577 (hereinafter the "Licensor"); Virginia Department of Transportation, a corporation organized and existing under the laws of the State of Virginia, having its principal offices at 1401 East Broad Street, Richmond, VA 23219 (hereinafter the "Licensee"); and FD/MK, L.L.C., having it's principal offices at 2000 Chippenham Parkway, Richmond, VA 23234, a corporation organized and existing under the laws of the State of Delaware (hereinafter the "Company"); and SunTrust Bank, a Georgia banking corporation, and having its principal offices at Attn: Escrow Administration, 919 East Main Street, 10th Floor, Richmond, VA 23219 (hereinafter the "Escrow Agent").

WITNESSETH:

WHEREAS, the Licensor and the Company have entered into an agreement (the "Agreement") dated on this 30th day of November 2003, a copy of which is appended hereto, pursuant to which the Licensor will provide to the Company and Licensee a certain computer software, including all updates, improvements, and enhancements thereof from time to time developed by the Licensor, and such additional program from the Licensor from time to time, and all documentation therefor developed by the Licensor (hereinafter collectively referred to as the "Product"); and

WHEREAS, the Licensor and Licensee have entered into an agreement (the "Licensing Agreement") dated this 30th day of November pursuant to which the Licensor has licensed the Product to the Licensee; and

WHEREAS, it is the policy of the Licensor not to disclose the source codes and related documentation (hereinafter collectively referred to as the "Source Code") for the Product to its customers except as provided in an applicable Escrow Agreement; and

WHEREAS, Licensor, Company and Licensee agree that upon the occurrence of certain events described in Section 3(a) hereof, the Licensee shall be able to obtain the Source Code and all revisions thereof, and accordingly, the Licensor agrees to deliver said Source Code to the Escrow Agent;

NOW, THEREFORE, in consideration of the mutual covenants exchanged herein and for other valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Licensor, the Licensee and the Escrow Agent hereby act and agree as follows:

1. Deposits

The Escrow Agent, as a safekeeping (escrow) agent, agrees to accept from the Licensor the Source Code (as more fully described in Schedule A hereto) and revisions thereof as provided in Section (2) hereof. The Escrow Agent will issue to the Licensor a receipt for the Source Code upon delivery. The Source Code held by the Escrow Agent shall remain the exclusive property of the Licensor, and the Escrow Agent shall not use the Source Code or disclose the same to any third party except as specifically provided for herein. The Escrow Agent will hold the Source Code in safekeeping at its offices hereinabove indicated unless and until the Escrow Agent receives notice pursuant to the terms of this Agreement that the Escrow Agent is to deliver the Source Code to Licensee, Company or Licensor, in which case the Escrow Agent shall deliver the Source Code to the party identified therein, subject, however, to the provisions of this Escrow Agreement.

2. Representations of Licensor to Licensee

Licensor represents and warrants to Licensee and Company that (i) the material described in Schedule A hereto constitutes the source code and documentation for the Product licensed to the Licensee pursuant to the Agreement; (ii) the Source Code delivered to the Escrow Agent is in a form suitable for reproduction by computer and/or photocopy equipment, and consists of a full source language statement of the program or programs comprising the Product and complete program maintenance documentation, including all flow charts, schematics and annotations which comprise the preceding detailed design specifications, and all other material necessary to allow a reasonably skilled third party programmer or analyst to maintain or enhance the Product without the help of any other person or reference to any other material; and (iii) the Licensor will promptly supplement the Source Code delivered hereunder with all revisions, corrections, enhancements or other changes whenever a new release of the Source Code occurs beginning from the time this Agreement is signed by the parties. The supplement of the Source Code shall be in a form that constitutes a human readable program for the updated and most current form of the Product, including all supporting documentation. The Company or Licensee will inform the Escrow Agent and the Licensor that a new release of the product has occurred and that a new delivery to the Escrow Agent is required. If at any time the Licensor does not supplement the Source Code within a two week period of such notice the Escrow Agent shall notify the Company and Licensee by certified mail.

3. Notice of Default

(a) The Licensor shall be deemed to be in default of its responsibilities to Company and Licensee if (i) the Licensor is unable, at any time during the warranty period specified in the Agreement or the Licensing Agreement, to correct any malfunction, defect or nonconformity in any Product which prevents such Product from functioning in accordance with the applicable specifications, documentation, performance criteria and other warranties and descriptions provided in the Agreement, within seven business days after Company's notification to Licensor specifying in reasonable detail in what respects the Product fails to conform; or (ii) the Licensor is unable to discharge any of its maintenance obligations with respect to any Product in accordance with the warranties or other standards for such maintenance set forth in any software maintenance agreement from time to time in effect between the Licensor and the Company, within thirty business days after Company's notification specifying in reasonable detail in what respects the Product is not properly being maintained; or (iii) the sale, assignment, or other transfer by the Licensor, without the prior written consent of the Company, of such of the Licensor's rights in the Product as would prevent the Licensor from the discharge of its obligations with respect to the performance of the Product under the Agreement during the warranty period specified therein, or from the discharge of its maintenance obligations with respect to the Product under any software maintenance agreement from time to time in effect between Licensor and Company, unless such sale, assignment or transfer is expressly permitted by the provisions of the Agreement; or (iv) the Licensor is terminated by the Company pursuant to Article 8 (Termination for Default) of the Agreement; or (v) the Licensor becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of

bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated its business voluntarily or otherwise and Licensee or Company has compelling reasons to believe that such event(s) will cause Licensor to fail to meet its warranty and maintenance obligations in the foreseeable future; or (vi) Licensor fails to supplement the Source Code pursuant to Article 2. Company or Licensee shall give written notice (the "Notice of Default") to the Escrow Agent of any default by the Licensor. The Notice of Default shall (i) be labelled "Notice of Default", (ii) identify the Agreement and this Escrow Agreement, (iii) specify the nature of the default, and (iv) demand the delivery of the Source Code to the Licensee.

(b) Upon receipt of the Notice of Default, the Escrow Agent will inform, by registered mail within two (2) days, the Licensor of such receipt and shall by certified or registered mail deliver the Source Code to the Company or the Licensee, as directed in the Notice of Default, within five (5) days of such Notice of Default.

(c) Should the Source Code be delivered to the Licensee or the Company, this delivery does not grant any other right than to use the Source Code in order to perform maintenance of the product. This maintenance shall be for the sole benefit of the Licensee and only for the system in use at the time of this agreement for which the Product was delivered to the Licensee.

4. Notice of Termination

Upon the completion of the Agreement to the satisfaction of the Company and written authorization of the Company to the Licensor, the Licensee and the Escrow Agent affirming that the Licensor has completed its obligation pursuant to the Agreement, the Company and the Licensee shall have no further rights to the Source Code pursuant to this Escrow Agreement. Upon the completion of the Licensing Agreement and the written authorization of the Licensor to the Licensee and the Escrow Agent, the Licensor may obtain the return of the Source Code from the Escrow Agreement.

5. Payment to Escrow Agent

For its services hereunder, the Escrow Agent shall receive a fee in an amount agreed to by all parties paid in advance of the execution of this Agreement by the Licensor for the first year and payable annually on the anniversary date. The Escrow Agent's fee is provided in Schedule B. The Licensor agrees that, in the event any controversy arises under or in connection with this Escrow Agreement or the Source Code or the Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Source Code, to pay to the Escrow Agent reasonable compensation for its extraordinary services and to reimburse the Escrow Agent for all costs and expenses associated with such controversy or litigation.

6. Termination

This Escrow Agreement shall terminate on the delivery of the Source Code to either party in accordance with the terms of this Agreement.

7. Waiver, Amendment or Modification; Severability

This Escrow Agreement shall not be waived, amended, or modified except by the written agreement of all the parties hereto. Any invalidity, in whole or in part, of any provision of this Escrow Agreement shall not affect the validity of any other of its provisions.

8. Notices

All notices required to be given hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested, to the parties at their respective addresses hereinabove written, or at such other address as shall be specified hereinabove in writing to all other parties.

9. *Duties of Escrow Agent.*

The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, the Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of the Escrow Agent so acting or failing to so act; provided, however, the Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. The Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of the Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to the Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. The Escrow Agent shall not be bound in any way by any agreement or contract between or among the Licensor, the Licensee and the Company, including the Agreement and the Licensing Agreement, whether or not the Escrow Agent has knowledge of any such agreement or contract. The Escrow Agent has no obligation to verify whether the materials submitted as the Source Code are appropriate or complete or whether the information contained in a Notice of Default is accurate or complete.

10. *Resolution of Disputes.*

As an additional consideration for and as an inducement for the Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between or among the parties to this Escrow Agreement or between or among them and any other person(s) resulting in adverse claims and demands being made in connection with the Source Code, the Escrow Agent shall be entitled, at the option of the Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, the Escrow Agent shall make no delivery or other disposition of the Source Code. Anything herein to the contrary notwithstanding, the Escrow Agent shall not be or become liable to such parties or any of them for the failure of the Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

The Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Source Code or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Source Code; or

2. the parties have reached an agreement resolving their differences and have notified the Escrow Agent in writing of such agreement and have provided the Escrow Agent with indemnity satisfactory to the Escrow Agent against any liability, claims or damages resulting from compliance by the Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, the Escrow Agent shall have the right, in addition to the rights described above and at the option of the Escrow Agent, to tender the Source Code into the registry or custody of any court having jurisdiction, and may take such other legal action as may be appropriate or necessary, in the opinion of the Escrow Agent. Upon such tender, the parties hereto agree that the Escrow Agent shall be discharged from all further duties under this

Escrow Agreement; provided, however, that the filing of any such legal proceedings shall not deprive the Escrow Agent of its compensation hereunder earned prior to such filing and discharge of the Escrow Agent of its duties hereunder.

11. *Resignation of Escrow Agent.*

The Escrow Agent may resign at any time from it obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, the Escrow Agent shall be entitled to tender the Source Code into the custody of a court of competent jurisdiction and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. The Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

12. *Indemnification of Escrow Agent.*

The Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this section, shall be furnished.

The Licensor agrees to indemnify the Escrow Agent and save the Escrow Agent harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by the Escrow Agent as a result of Claims asserted against the Escrow Agent as a result of or in connection with the Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) the Escrow Agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of the Licensor, the Licensee or the Company, (b) the appointment of the Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by the Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of the Escrow Agent, the Licensor agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the Escrow Agent and the payment of all expenses related thereto and, notwithstanding any such assumption, the Escrow Agent shall have the right, and the Licensor agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that the Escrow Agent shall have been advised by counsel that there may be one or more legal defenses available to the Escrow Agent which are different from or additional to those available to the Licensor. The Licensor hereby agrees that the indemnifications and protections afforded the Escrow Agent in this section shall survive the termination of this Escrow Agreement. The Licensor hereby agrees that all references in this section to the Escrow Agent include its directors, officers, employees and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the year and date first above written.

(SEAL)

InTranS Group, Inc.
("Licensor")

Attest: _____

By: _____
Eric Boulard
Chief Executive Officer

(SEAL)

Virginia Department of Transportation
("Licensee")

Attest: _____

By: _____
Malcolm T. Kerley
Chief Engineer, Program Development

(SEAL)

FD/MK LLC
("Company")

Attest: _____

By: _____
Herbert W. Morgan
President

(SEAL)

SUNTRUST BANK, as Escrow Agent
("Escrow Agent")

Attest: _____

By: _____
Emily J. Hare
Assistant Vice President

SCHEDULE A

Description of Materials Containing the Source Code and related Documentation:

4 - CDROMs containing Electronic Tolling System software source code.

Pocahontas Parkway Toll Facilities
Lane & Plaza Source Code

- Disk #1 - Serial #1 - dated 11/07/2003, FD/MK Contract No. 209350-PP-00030
- Disk #2 - Serial #2 - dated 11/07/2003, FD/MK Contract No. 209350-PP-00030
- Disk #3 - Serial #3 - dated 11/07/2003, FD/MK Contract No. 209350-PP-00030
- Disk #4 - Serial #4 - dated 11/07/2003, FD/MK Contract No. 209350-PP-00030