Meeting Overview

NVTC’s June 2, 2022 meeting will be an in-person meeting. It can also be viewed via the NVTC YouTube Link.

Action Items
- Consent Agenda: RFP for the Northern Virginia Zero-Emission Bus (ZEB) Strategic Plan; RFP for an Update to ‘The Value of Metrorail and VRE to the Commonwealth’ Study; and a DRPT Supplemental Grant for a Post Yellow Line Shutdown Marketing Campaign
- I-66 Commuter Choice FY 2023 – 2024 Program of Projects
- VRE Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC
- VRE Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC
- Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) for VRE

Other Meeting Highlights
- Public Comment Received
- Reports from NVTC Committee Chairs
- Reports from the Virginia WMATA Board Members, VRE CEO and DRPT Director

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NVTC COMMISSION MEETING
THURSDAY, JUNE 2, 2022
MAIN FLOOR CONFERENCE ROOM
2300 Wilson Blvd., Arlington, VA 22201
Public Streaming Via YouTube
7:00 p.m.

AGENDA

Masks are no longer required at NVTC. Attendees may choose to wear a mask based on their own personal preference. The meeting can be viewed via the NVTC YouTube Link. There is no Executive Committee meeting this month.

6:30 p.m. Boxed Dinners Available for Commissioners Only
7:00 p.m. Commission Meeting – First Floor Large Conference Room (public streaming)

NVTC is also receiving general public comment. Persons wishing to provide written public comments should submit them by 3:00 p.m. on Thursday, June 2 via NVTC’s website. Comments will be provided to Commissioners prior to the June 2 meeting.

1. Opening Remarks
   • General Public Comments Received

2. ACTION: Approve the Minutes of the May 5, 2022 NVTC Meeting

3. ACTION: Approve the Consent Agenda (subject to chair approval)
   A. ACTION: Authorize the Executive Director to Issue a Request for Proposals for the Northern Virginia Zero-Emission Bus (ZEB) Strategic Plan and Execute MOAs with the Jurisdictions
   B. ACTION: Authorize the Executive Director to Issue a Request for Proposals (RFP) for the “Value of Northern Virginia’s Transit Network to the Commonwealth” Study
   C. ACTION: Approve Resolution #2477: Authorize the Executive Director to Apply for a DRPT Supplemental Grant for a Post Yellow Line Shutdown Marketing Campaign

4. Washington Metropolitan Area Transit Authority (WMATA)
   A. Report from the Virginia WMATA Board Members
   B. Report from the WMATA Committee Chair
   C. Other WMATA News
5. Report from the Chair of the Program Advisory Committee

   A. Commuter Choice
      - ACTION: Approve Resolution #2478: Approve the I-66 Commuter Choice FY 2023 – 2024 Program of Projects for Submission to the Commonwealth Transportation Board and Authorize the Executive Director to Execute the Standard Project Agreements

6. Report from the Chair of the Legislative and Policy Committee

   A. General Assembly Update
   B. Transit Service Delivery Advisory Committee (TSDAC) Update

7. Virginia Railway Express (VRE)

   A. VRE CEO Report and Minutes
   B. ACTION: Approve Resolution #2479: Authorize the VRE CEO to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC
   C. ACTION: Approve Resolution #2480: Authorize the VRE CEO to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC
   D. ACTION: Approve Resolution #2481: Authorize the Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)

8. Department of Rail and Public Transportation (DRPT)

9. Executive Director Report

   A. Executive Director Newsletter
   B. NVTC Financial Report
The meeting of the Northern Virginia Transportation Commission was called to order by Chair Aguirre at 7:01 p.m.

Members Present
Canek Aguirre
Walter Alcorn (via electronic participation)
Sarah Bagley
Nick Clemente
Katie Cristol (via electronic participation)
Matt de Ferranti
Jennifer DeBruhl (Alternate, Commonwealth of Virginia) (via electronic participation)
Adam Ebbin (via electronic participation)
Aimee S. Gilroy
Matt Letourneau
Jeff McKay
David Meyer
Dalia Palchik
M. David Skiles
Paul Smedberg
David Snyder
John C. Tuck III
Mike Turner
James Walkinshaw

Members Not Present
John J. Bell
John Foust
Libby Garvey

Staff Present
Kate Mattice, Executive Director
Monique Blyther
Andrew D’huyvetter
Matt Friedman
Allan Fye
Rhonda Gilchrest
Adam Hager
Xavier Harmony
Scott Kalkwarf
Tenley O’Hara
Ben Owen

Sophie Spiliotopoulos
Silas Sullivan
Brittany Sumpter
Melissa Walker
Ronnetta Zack-Williams
Aimee Perron Siebert (via electronic participation)
Steve MacIsaac (VRE)
Joe Swartz (VRE)
Opening Remarks

Chair Aguirre welcomed everyone to the May 5, 2022 NVTC meeting and noted that the meeting is also being livestreamed for the public on YouTube.

Chair Aguirre stated that Mr. Alcorn and Mr. Ebbin are participating electronically due to personal reasons. Ms. Cristol is participating electronically due to a medical reason. Acting DRPT Director Jennifer DeBruhl, who is a new NVTC Alternate, is participating electronically under the provision of the NVTC Electronic Participation Policy that allows a member to participate electronically if they live 60 or more miles away from the meeting location. Commission Secretary Rhonda Gilchrest confirmed an in-person quorum was present.

Chair Aguirre took a moment to recognize that today, May 5, is Cinco de Mayo, which is personally important to his Mexican heritage but also because his family is from the city where the battle was fought and Mexico was victorious.

Ms. Mattice reported that NVTC received one public comment submission asking questions about the funding plan for one of the projects being considered for funding under the Commuter Choice program – the Ballston Second Entrance project, of which I-66 Commuter Choice funding would contribute $4.5 million towards a project that is being funded by Arlington County, Smart Scale, Developers, and is seeking funding from NVTA. She stated that the Commission will be briefed on the projects being considered for funding later in this agenda. The comment also included a request for information on when NVTC will be reporting on ridership data again. The commenter is aware of a technical delay in receiving this data from DPRT. Ms. Mattice stated that it is her understanding that the data will be available in the coming weeks as part of DRPT’s new web portal. She announced that NVTC is continuing to receive public comment on the I-66 Commuter Choice Program of Projects through May 16.

New and Departing Commissioners

Oath of Office for a New Commissioner. Chair Aguirre announced that NVTC was notified that Governor Youngkin appointed Jennifer DeBruhl as Acting DRPT Director following Jennifer Mitchell’s departure from DRPT. Subsequently, Secretary of Transportation Shepherd Miller appointed Ms. DeBruhl to serve on NVTC as Mr. Smedberg’s Alternate representing the Commonwealth. She has served as DRPT’s chief of public transportation for more than five years and has over 25 years of public service to the transportation community.

Chair Aguirre welcomed Ms. DeBruhl to NVTC and virtually administered the ceremonial oath of office. Commissioners welcomed her to NVTC.

Recognition of Departing Commissioners. Chair Aguirre reported that on March 11 Secretary of Transportation Miller announced that DRPT Director Jennifer Mitchell was stepping down from the agency effective March 18 to become deputy administrator of the Federal Railroad Administration (FRA) starting in April. He noted that Ms. Mitchell is here tonight so that the Commission can recognize her invaluable service to NVTC over the last eight years.
Chair Aguirre stated that Ms. Mitchell has been a true partner with NVTC and its jurisdictions and was instrumental in helping Northern Virginia make great strides in transit. Some highlights include:

- Two multi-decade agreements (I-66 Inside the Beltway and I-395/95) to create and fund the Commuter Choice program, an innovative, first of its kind program to invest toll revenue in multi-modal projects along two major interstate corridors in Northern Virginia;
- Dedicated funding for WMATA and VRE, resulting in long-term financial investments in Northern Virginia’s two rail systems and enabling them to provide safe and reliable service that supports Northern Virginia’s growing economy; and
- The creation of the Virginia Passenger Rail Authority, a vital Commonwealth agency that supports the growth of intercity passenger rail and is a vital partner to the ongoing and future growth and success of VRE.

Chair Aguirre noted that these are just a few highlights and more are included in the Resolution of Commendation that was prepared for Jennifer Mitchell.

Mr. Letourneau moved, with a second by Mr. Snyder, to approve the Resolution of Commendation for Jennifer Mitchell on her departure from NVTC. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck and Walkinshaw. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

Ms. Palchik recognized Ms. Mitchell for her being an outstanding leader for women in the transportation field and it is exciting that she is now at the federal level. She has left NVTC in good hands with Acting DRPT Director DeBruhl but will be greatly missed.

Mr. Smedberg recognized Ms. Mitchell for her fundamental work on the dedicated funding for WMATA, the creation of the Washington Metrorail Safety Commission, and her invaluable work in Richmond with legislators where she was well respected by all political parties, as well as other officials and staff. He thanked Ms. Mitchell and expressed how much he personally enjoyed working with her over these years.

Mr. Turner arrived at 7:14 p.m.

Mr. Meyer also recognized Ms. Mitchell for her work on the D.C. to Richmond rail project as she was able to navigate some turbulent waters and bring people together to reach consensus. Mr. Snyder stated that he joined NVTC in 1994 and expressed his opinion that Ms. Mitchell has been the most effective DRPT director during his tenure at NVTC. Her work has been phenomenal for the region and the entire Commonwealth. She had the strategic vision and the ability to carry it out. He stated that the Federal Railroad Administration is lucky to have her and he wished her the best of luck.

Ms. Cristol echoed her colleague’s comments and noted the size of the impact Ms. Mitchell has had on the future of rail, not just for Virginia but for the entire regional corridor. She also noted
that Ms. Mitchell has consistently worked in a way that was cognizant of the concerns and the roles of local and regional groups, like NVTC, PRTC and VRE. She was instrumental in laying the infrastructure for so many important initiatives. This region is better off because of all her accomplishments over the last eight years.

Chair Aguirre reiterated NVTC’s appreciation to Ms. Mitchell and presented her with the Resolution of Commendation and a trophy award.

Ms. Mitchell thanked the Commission for the kind words. She stated that it has been a pleasure working with Commissioners and the regional cooperation made it easy to partner with NVTC. She is proud of DRPT’s accomplishments over the last eight years. She also acknowledged the impact and work of former Secretaries of Transportation Aubrey Layne and Shannon Valentine, as well as Deputy Secretaries Nick Donohue and John Lawson. She is thrilled that Jennifer DeBruhl is taking the lead at DRPT as she will continue to build on the great progress that has been made.

Minutes of the March 3, 2022 NVTC Meeting

Mr. Skiles moved, with a second by Mr. de Ferranti, to approve the minutes of the March 3, 2022 meeting. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. Ms. Palchik abstained. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

Consent Agenda

Chair Aguirre stated that there are eight actions on the Consent Agenda:

A. Approve Resolution #2474: Authorize the Executive Director to Execute a Contract for NVTC Financial Auditing Services
B. Approve Resolution #2475: Approve the NVTC Title VI Program and Authorize the Executive Director or Her Designee to Submit the Program to the Federal Transit Administration (FTA)
C. Authorize the Executive Director to Send a Letter Certifying Receipt of Certain Documents from WMATA Required by State Code
D. Authorize the Chair to Send a Letter of Endorsement for the City of Alexandria’s Application for the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant
E. Authorize the Chair to Send a Letter of Endorsement for the City of Alexandria’s Application for the Federal Transit Administration’s Low or No Emission Vehicle and Bus and Bus Facilities Discretionary Grant Programs
F. Authorize the Chair to Send a Letter of Endorsement for Arlington County’s Application for the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant
G. Authorize the Chair to Send a Letter of Endorsement for Fairfax County’s Application for the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant

H. Authorize the Chair to Send a Letter of Endorsement for Loudoun County’s Application for the U.S. Department of Transportation’s Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grant

Ms. Palchik moved, with a second by Mr. Letourneau, to approve the Consent Agenda. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

**Proposed Amendments to the FY 2023 NVTC General and Administrative Budget**

Chair Aguirre stated that the Commission is being asked to approve proposed amendments to the FY 2023 NVTC General and Administrative Budget in the amount of $50,000, a 1.2% increase. He reported that the Executive Committee discussed this at their meeting tonight and took action to approve the proposed amendments for submission to the Commission for action.

Ms. Mattice explained that NVTC historically attempts to align salary adjustments with those of the member local jurisdiction. The FY 2023 Budget was developed this past fall before long-term inflation concerns and the jurisdictions’ budget assumptions were fully known. The NVTC budget, which was approved in January, includes a conservative 2% cost-of-living (COLA) adjustment and 2% for potential merit increases. FY 2023 advertised budgets for NVTC’s larger jurisdictions on average include approximately 6% in salary increases for COLA, step and merit increases. She explained that a budget amendment for employee compensation of $40,000 would allow for a COLA adjustment approaching 4%, combined with budgeted merit increases of 2% as well provide a modest increase in travel and training funds to allow for those rising costs. She stated that the source of funds would be taken off the top of the state aid.

Mr. Smedberg moved, with a second by Ms. Palchik, to approve the amendments to the FY 2023 NVTC G&A Budget. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

**Washington Metropolitan Area Transit Authority (WMATA)**

Report from the WMATA Board Members. Mr. Letourneau stated that since the Commission last met in early March, the WMATA Board adopted its FY 2023 Budget. When compared to the proposed budget introduced in the fall, the approved budget found an additional $43 million in savings. WMATA was also awarded $120 million in American Rescue Plan Additional Assistance Funding. These savings against the proposed budget and additional
revenues help to reduce the sizable operating budget gap that is expected with the FY 2024 budget.

Mr. Letourneau also reported that the WMATA Board received an update on WMATA’s Sustainability and Zero Emission bus efforts. In regard to zero-emission bus, WMATA is moving forward and the next immediate steps are the purchasing of buses and equipment. This year, WMATA applied to USDOT for a RAISE grant of $25 million for the Northern Bus Garage Electrification project and is committed to continue pursuing competitive discretionary federal grant opportunities.

Mr. Letourneau also reported that the WMATA general manager released a return to service plan, which is a three-step process to improve the frequency, capacity and reliability of Metrorail. Initiatives include restoring fifty 6000-series cars by May to increase Green and Yellow Line service where there has been crowding. The second step is to concurrently work with the WMSC on approvals for daily inspection of the 7000-series trains using a digital gauge. This will provide an additional eight trains to provide better reliability and reduce crowding. Third, WMATA will work to install multiple automatic wayside inspection stations that take measurements as trains pass by on the lines. This will permit the gradual restoration of the 7000-series this summer, ultimately improving service on all lines.

Mr. Smedberg stated that WMATA has announced new safety initiatives to engage the community, target enforcement efforts and increase police visibility on buses, trains and in stations. The Metro Transit Police Department (MTPD) has developed a three-pillar approach: education, outreach and enforcement. Hopefully these initiatives will make a difference. Mr. Smedberg also reported that the new general manager search is well underway.

Mr. Skiles asked about the status of the Bus Transformation Study from 2019 in light of WMATA purchasing zero-emission buses as well as ridership changing dramatically due to the pandemic. He asked how does route redesign factor into this. Mr. Letourneau observed that for bus ridership, it did not drop significantly during the pandemic. The Bus Transformation Study ultimately leads to a bus network design phase, which is expected to launch this summer and will look at all the routes.

Ms. Palchik expressed her appreciation for WMATA’s efforts of outreach to the community at the Vienna Metro Station.

Mr. McKay arrived at 7:35 p.m.

Ms. Cristol asked about the order of magnitude in bringing the 6000-series back into service. She is still concerned about the long headways, especially during this time when people are making decisions on how they will return to work. Mr. Letourneau stated that fifty 6000-series cars are being brought back into service now, with an estimate of 30-40 more coming out of retirement. Hopefully the 7000-series railcars can be gradually brought back into service.
Report from the Chair of the NVTC WMATA Committee. NVTC WMATA Committee Chair Walter Alcorn reported that the committee met on April 21 and received a presentation from WMATA staff on bus priority and a briefing from NVTC staff on how WMATA is funded, as well as on WMATA’s preliminary FY 2024 Operating budget gap. While discussing WMATA funding, there was widespread agreement among committee members that WMATA and its jurisdictions need a new funding model. As committee chair, he will work with NVTC staff and Virginia’s WMATA Board members to facilitate this broader conversation throughout the year.

Mr. Alcorn stated that at the meeting, the committee also directed staff to prepare a letter for Commission action to send to WMATA regarding Virginia’s Priorities for the Blue/Orange/Silver Corridor Capacity and Reliability Study. During the committee’s update from the Virginia WMATA Board members, Mr. Letourneau previewed that WMATA would solicit public input on the alternates presented in the Blue/Orange/Silver Corridor Capacity and Reliability Study, which the committee was briefed on in October. The committee discussed the long-standing need to fix the bottleneck at Rosslyn and relieve train congestion and crowding where the Blue, Orange and Silver lines meet. Committee members expressed concerns that the solutions proposed in the study include the expansion of Metrorail lines beyond the need to relieve congestion and crowding in the Rosslyn Tunnel. The committee recommends that the Commission send a letter of comment that asks WMATA to approach investments in the corridor that:

- Prioritize improvements that address the bottleneck at Rosslyn,
- Take a phased approach to capacity improvements, and
- Strategically pursue federal funding opportunities provided by the Infrastructure and Jobs Act and other federal programs.

Mr. Alcorn concluded his remarks by announcing the next two NVTC WMATA Committee meetings, which are scheduled for June 16 at 6:00 p.m. and July 21 at 6:00 p.m.

Mr. Alcorn moved to authorize the chair to send the letter to WMATA regarding Virginia’s priorities for the Blue/Orange/Silver Corridor Capacity and Reliability Study. Ms. Palchik seconded the motion. Mr. de Ferranti thanked staff for drafting the letter so quickly. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, McKay, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

Report from the Chair of the Program Advisory Committee

Chair Aguirre asked Program Advisory Committee Chair David Snyder to give his report. PAC Chair Snyder reported that the committee met in mid-April.

Transit Resource Center. Mr. Snyder stated that the Commission is being asked to take action to authorize the executive director to issue a Request for Proposals (RFP) for consulting services for the Envision Route 7 Bus Rapid Transit (BRT) Strategic Implementation Roadmap. The Envision Route 7 BRT project is planned as a high performing BRT service that connects Tysons
(via Falls Church, Seven Corners and Bailey’s Crossroads) to the Mark Center in Alexandria where a portion of the service will share infrastructure with the West End Transitway BRT in Alexandria.

Mr. Fye introduced the newest member of the NVTC team, Xavier Harmony, who is a familiar face for those at the staff level having worked both at WMATA and the Northern Virginia DRPT office. At NVTC he serves as the Transit Resource Center Program Manager which oversees the Envision Route 7 BRT project as well as data collection and analysis efforts.

Mr. Harmony gave a brief update on the Envision Route 7 Strategic Implementation Roadmap, which is the next phase of the project. He explained that key issues that will be addressed include project governance, phased implementation and strategic funding decisions. This phase is a partnership between Fairfax County and NVTC and will cost $50,000, being split evenly between the two partners.

Mr. McKay moved, with a second by Ms. Palchik, to authorize the executive director to issue an RFP for the Envision Route 7 Bus Rapid Transit (BRT) Strategic Implementation Roadmap. The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. A roll call vote followed for those Commissioners participating electronically. Commissioners Alcorn, Cristol and Ebbin cast affirmative votes. The motion passed.

I-66 Commuter Choice FY 2023-2024 Staff-Recommended Program of Projects. Mr. Snyder stated that staff briefed the Program Advisory Committee on the projects being considered for funding under the I-66 Commuter Choice FY 2023-2024 Program of Projects. NVTC received a total of 11 applications seeking a total of $22.3 million in funding under the call for projects that concluded in January. Nine applications with a total funding request of $21.8 million met eligibility criteria and are under consideration for funding.

Mr. Snyder stated that staff anticipate approximately $13.4 million to be available for new projects in the FY 2023-2024 period. This amount comprises carryover balances, a modest amount of new I-66 Inside the Beltway toll revenue and two years’ installments of Outside the Beltway Express Lanes concessionaire payments to the Commonwealth. He stated that no action is being requested tonight and staff will bring this back for action at the June meeting.

Mr. Owen stated that based on project scores and expected funding, NVTC staff are proposing a draft program that includes the six top-scoring projects, totaling $12.4 million. These can be accommodated within the $13.4 million available for projects. NVTC is finalizing its anticipated program administration costs for the FY 2023-2024 period. Projects in the recommended program include:

- Two long-lived capital investments that would benefit I-66 commuters for decades to come and leverage over $160 million in other federal/state/local funding.
- Continuation of three established commuter bus routes that are experiencing rebounding ridership; two of these will use the Outside the Beltway (OTB) Express Lanes leading to faster and more reliable travel.
• A half-fare campaign for five OmniRide commuter routes from western Prince William County into Arlington and DC for the first months of the OTB lanes being open, to help build on rebounding ridership.

Mr. Owen stated that NVTC received a request from Fairfax County staff to consider partially funding the seventh highest scored project, which is the trail access to the Vienna Metrorail Station with the remaining $1 million left over from the program total. Staff is considering the request and have asked the county to identify other funding sources for the rest of the project. Staff will report back next month on this issue.

Mr. Owen stated that for the first time, NVTC looked at the projected reduction in greenhouse gas emissions and fuel savings. In total, the six recommended projects are projected to reduce greenhouse gas emissions by 84% and save over $2 million in annual fuel costs for commuters relative to drive-alone travel. NVTC developed vehicle miles traveled (VMT) savings estimates for representative commute trips that would use these projects and then applied factors from the California Life-Cycle Benefit/Cost Analysis Model (Cal-B/C), a nationally recognized tool for measuring emission reduction and fuel savings with transit projects.

Mr. Owen stated that additional program benefits include 16 million fewer vehicle miles and 83,000 hours of delay saved each year (travel times are starting to go back up in the corridor). NVTC also estimates the six projects will account for over 4,000 daily trips in the I-66 corridor.

Mr. Owen stated that NVTC conducted a comprehensive public comment process which opened April 15 and will close May 16. For the first time, NVTC produced both English and Spanish versions of all published materials as well as a streamlined feedback survey. As with the last couple of funding rounds, the public comment process was (almost) fully online – including a virtual town hall in late April with info on the program and projects, and an opportunity for the public to get answers to questions about the projects. NVTC staff are reviewing the public input received and will share it with the Commission next month, prior to seeking adoption of a Program of Projects and referral to CTB for inclusion in the FY 2023-2028 Six Year Improvement Program. Then NVTC will distribute project agreements. Implementation of funded projects may begin with the start of the new fiscal year on July 1. He thanked those Commissioners who helped to get the word out about the public comment period to their constituents.

Ms. Palchik expressed her support of the trail access to the Vienna Metrorail Station project and thanked staff for working with county staff on this. This project is critical, and Fairfax County is ready to commit to the remaining funding needed. She also commended staff on the bi-lingual aspect of the public comment process. Mr. McKay echoed those comments. He stated that he understands that staff has conservatively estimated the revenue. Since the $13.4 million is a conservative estimate, NVTC should earmark every penny of that. If it turns out Fairfax County needs to supplement that project by $1.2 million, the county will commit to do so, but every penny of the revenue received should be used. He is concerned that if NVTC waits for the next cycle, this project will be more expensive and will not be ready for people to use. Mr. Meyer stated that this trail is a classic example of regional investment where everybody benefits, so he supports this approach.
Report from the Chair of the Legislative and Policy Committee

Chair Aguirre asked Legislative and Policy Committee Chair David Meyer to give a legislative update.

**General Assembly Update.** Legislative and Policy Chair Meyer stated that the regular General Assembly Session ended on March 12 and when they adjourned there was not an approved budget and there were several bills still in conference committee. The General Assembly reconvened on April 4 for a Special Session. He stated that NVTC was closely watching SB 6001, Governor Youngkin’s proposal to suspend the state gas tax for three months, phase it back in by 50% for two months and cap the consumer price index (CPI) index at 2% moving forward. Last week, the Senate Finance and Appropriations Committee voted to “pass by indefinitely,” which effectively stops the legislation from progressing. On behalf of the entire Commission, he thanked Ms. Perron Seibert for all her hard work and coalition-building she did on this issue. He asked her to provide an update.

Ms. Perron Siebert extended her appreciation for the large coalition of agencies, including NVTC, who worked on this gas tax issue. She explained that technically the legislation is still alive on the House side. As far as the Veto Session, Senator Ebbin’s SB 281 dealing with bus procurement, had a minor amendment and did pass and has been signed into law. Senator Ebbin thanked Ms. Perron Siebert for her help to get this legislation passed. Ms. Perron Siebert reported that NVTC was also monitoring SB 342 and HB 142 (Transit Ridership Incentive Program) which had a sunset amendment added that the bills don’t go into effect until 2024.

Mr. Snyder thanked all the legislators and representatives in Richmond for all their hard work during the Session.

**Transit Service Delivery Advisory Committee (TSDAC) Update.** Ms. Mattice reported that the Transit Service Delivery Advisory Committee (TSDAC) has been meeting monthly over the past few months. She serves as a member of TSDAC representing the Virginia Transit Association (VTA). TSDAC began their triennial revaluation of the Commonwealth's state and operating funding allocation approach. Throughout the year, TSDAC will be convening monthly to review the MERIT Capital and Operating grant programs and the Transit Strategic Plans. This is a full year process and currently no official recommendations have been made by the committee to DRPT. All TSDAC findings and recommendations will be brought to the Commonwealth Transportation Board for approval. Prior to CTB approval, recommendations will be presented to relevant House and Senate committees.

Ms. Mattice noted that NVTC will receive another TSDAC update at the June meeting and the Commission will have an opportunity to discuss whether the Commission may wish to submit comments. She made it clear that this work does not affect WMATA funding.

**Federal Update.** Ms. Mattice reported that in mid-April, both Representatives Don Beyer and Gerry Connolly reached out to NVTC which resulted in NVTC providing information to their offices to support a FY 2023 Community Project Funding effort for a $2 million grant to complete
planning and environmental analysis for Envision Route 7 Bus Rapid Transit (BRT). If funded, this study would bring the project one step closer to entering the Project Development phase of FTA’s Capital Investment Grants program as well as make it eligible for SMART SCALE funding, Northern Virginia Transportation Authority (NVTA) funding and Rebuilding American Infrastructure with Sustainability and Equity (RAISE) discretionary grant consideration. She observed that there is still a long road ahead for this earmark effort, but NVTC is happy to have the support of both Representatives Beyer and Connolly.

Virginia Railway Express (VRE)

Chair Aguirre announced that VRE CEO Rich Dalton was unable to attend tonight’s meeting, but VRE Chief of Staff Joe Swartz is present to give a brief VRE update.

VRE Ridership Recovery Update. Mr. Swartz reported that the COVID-19 pandemic took a huge toll on VRE ridership, which plummeted from over 355,000 monthly riders in February 2020 to 10,000 riders in April 2020. Since last fall, VRE has seen a slow but steady increase in ridership. VRE is now seeing between a 10-40% increase each week. Today, VRE just missed reaching 6,000 daily riders. VRE is now at 30% of its pre-pandemic totals. Prior to the pandemic, VRE did not need to do much marketing since trains were full. Now, VRE is ramping up its marketing efforts to attract riders. He reviewed some of these initiatives and their early results. VRE is handing out QR codes for one free ride so people can try the service. VRE will be providing marketing materials to elected officials for them to share with their constituents. With the upcoming Metrorail shutdown of the Yellow Line, VRE is exploring possible changes that would make VRE even more attractive to these Metro riders.

Mr. Walkinshaw announced that Sarah Bagley has agreed to serve as the VRE Operations Board Secretary.

VRE Deed of Ground Lease for Manassas Park VRE Station. Mr. Walkinshaw stated that on the recommendation of the VRE Operations Board, the Commission is being asked to approve Resolution #2476, which will authorize the VRE CEO to execute a Deed of Ground Lease and Parking Garage Agreement with the Economic Development Authority of the City of Manassas Park and the City of Manassas Park for a parking garage at the VRE Manassas Park Station. He explained that VRE and City of Manassas Park staff have worked collaboratively to negotiate the terms of a Ground Lease and Parking Garage Agreement. The city has conveyed the site for the parking garage to its Economic Development Authority (EDA) in order to allow for the long term of the Ground Lease. The City of Manassas Park and the EDA are therefore parties to the Ground Lease. The proposed Ground Lease addresses terms of operations and maintenance as well as the city’s request to have the ability to reacquire the parking garage site in the event VRE service at the Manassas Park Station is discontinued.

Ms. Bagley reported that she is excited that VRE will now allow bikes on all trains at all times, which encourages multi-modal thinking.
Mr. Skiles moved, with a second by Mr. Walkinshaw, to approve Resolution #2476 (copy attached). The vote in favor was cast by Commissioners Aguirre, Bagley, Clemente, de Ferranti, Gilroy, Letourneau, Meyer, Palchik, Skiles, Smedberg, Snyder, Tuck, Turner and Walkinshaw. A roll call vote followed for Mr. Alcorn, Ms. Cristol and Mr. Ebbin, who all are participating electronically and they cast affirmative votes. The motion passed.

Department of Rail and Public Transportation (DRPT)

Acting DRPT Director DeBruhl stated that DRPT is currently on a statewide tour of public meetings for the FY 2023 - 2028 Six-Year Improvement Program (SYIP). Last night the joint hearing with VDOT, NVTC, VRE and the Northern Virginia Transportation Authority (NVTA) was held in Northern Virginia. Once the public meetings are done, the SYIP will be finalized to be presented to the Commonwealth Transportation Board (CTB) in June. The FY 2023 program allocates $1.1 billion statewide for transit and rail, with the majority going to public transportation. $473 million is dedicated to WMATA. $269 million will come to NVTC for operating and capital needs.

Acting DRPT Director DeBruhl stated that in April the CTB approved the FY 2023 budget for the Virginia Passenger Rail Authority (VPRA). She concluded that she has big shoes to fill following Jennifer Mitchell, but she is grateful for the opportunity to lead DRPT.

Executive Director Report

Ms. Mattice encouraged Commissioners to read her Executive Director Newsletter. She reported that last night, several NVTC staff joined VDOT, NVTA, DPRT and VRE at the first in-person annual public meeting since the pandemic. Staff had the opportunity to share with the public the projects being considered for the latest round of I-66 project funding. Ms. Mattice also highlighted some of staff’s speaking opportunities and events NVTC participated in March and April, including the APTA Mobility Conference, the U.S. Fleet Electrification Conference, the Urban Land Institute, and the Council of Governments’ employer outreach training.

Ms. Mattice also reported that NVTC’s new marketing campaign will launch the week of May 30. It will include ads on radio and streaming audio, streaming video, online and on social media. NVTC will also conduct several rounds of email marketing. And for the first time ever, a significant portion of the campaign will be presented in Spanish. NVTC also recently learned that funding will be available from DRPT for another round of transit marketing once the Yellow Line Bridge/Tunnel reconstruction work wraps up next spring. Staff will look to apply for funding and staff hopes the regional partners will once again join NVTC for that effort. Staff will come back to the Commission to authorize applying for a grant likely later this year.

DRPT FY 2023 Draft Six-Year Improvement Plan (SYIP) – NVTC Funding. Ms. Mattice stated that DRPT presented the Draft FY2023 Six-Year Improvement Program (SYIP) at the April 19 Commonwealth Transportation Board (CTB) workshop, including the state aid that can be anticipated to be received by NVTC jurisdictions for their payments to WMATA as well as for
capital and operating their local transit systems. The final SYIP is scheduled to be approved in June.

Ms. Mattice stated that the draft SYIP includes $43.8 million in operating assistance applied for by NVTC for its local systems, an increase of 5.1% over the prior year, and $272.8 million in assistance for the jurisdictions’ share of WMATA capital and operating commitments, a 2.9% increase. The draft program funds all of the NVTC local capital requests for state of good repair and minor expansion. No jurisdictions in NVTC’s district applied for major expansion projects this fiscal year.

Ms. Mattice reported that DRPT is recommending funding NVTC’s Regional Zero-Emission Bus Strategic Plan and the Regional Bus Transit Analysis. It is also anticipated that funding will continue for NVTC’s successful fellows program. The draft SYIP also includes the Commonwealth’s $50 million annual commitment to match one third of the federal PRIIA funding for WMATA. This assistance is not applied for through NVTC and is contracted directly by DRPT with WMATA.

Financial Reports. Ms. Mattice noted that the February and March Financial Reports were provided in the written meeting materials. Commissioners had no questions.

Adjournment

Without objection, Chair Aguirre adjourned the meeting at 8:30 p.m.

Approved this 2nd day of June 2022.

_______________________
Canek Aguirre
Chair

____________________________
Matt de Ferranti
Secretary-Treasurer
RESOLUTION OF COMMENDATION

SUBJECT: Commending Jennifer Mitchell on Her Departure from NVTC

WHEREAS: The Northern Virginia Transportation Commission (NVTC) serves as the voice of public transit in Northern Virginia, promoting the region’s transit network through effective and efficient public transit and ridesharing programs to foster economic vitality in the region and the Commonwealth;

WHEREAS: In January 2014, Jennifer Mitchell was appointed by then Governor Terry McAuliffe to be the director of the Virginia Department of Rail and Public Transportation (DRPT);

WHEREAS: The Department of Rail and Public Transportation oversees and supports the funding, planning and implementation of public transportation and rail services throughout the Commonwealth of Virginia;

WHEREAS: Ms. Mitchell joined NVTC as an Alternate Commissioner in February 2014 and has supported and partnered with NVTC on several major efforts to improve transit in Northern Virginia;

WHEREAS: Ms. Mitchell was instrumental in creating two multi-decade agreements (I-66 Inside the Beltway and I-395/95) to create and fund the Commuter Choice Program, an innovative, first of its kind program to invest toll revenue in multi-modal projects along two major interstate corridors in Northern Virginia;

WHEREAS: Ms. Mitchell was a steadfast and valued proponent of dedicated funding for WMATA and VRE, resulting in long-term financial investments in Northern Virginia’s two rail systems and enabling them to provide safe and reliable service that supports Northern Virginia’s growing economy; and

WHEREAS: Ms. Mitchell has overseen the creation and operational startup of the Virginia Passenger Rail Authority, a vital Commonwealth agency that supports the growth of intercity passenger rail and is a vital partner to the ongoing and future growth and success of VRE.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby commends Jennifer Mitchell for her service to the citizens of Northern Virginia and to the Commonwealth of Virginia.

BE IT FURTHER RESOLVED that NVTC congratulates Ms. Mitchell on her appointment as deputy administrator of the Federal Railroad Administration and looks forward to continuing to work with her in her new role.

BE IT FURTHER RESOLVED that NVTC prepare a copy of this resolution for presentation to Ms. Mitchell as an expression of its gratitude and in appreciation for her leadership and work on the Commission in promoting and funding public transit and ridesharing in Northern Virginia.

Approved this 5th day of May 2022.

Canek Aguirre
Chair
RESOLUTION #2474

SUBJECT: Authorize the Executive Director Execute a Contract for NVTC Financial Auditing Services

WHEREAS: On December 2, 2021, the Commission authorized the executive director to issue a Request for Proposals for financial auditing services for NVTC jointly with VRE and PRTC for a base period of three years, with options for two additional two-year periods;

WHEREAS: On February 10, 2022, NVTC issued a Request for Proposals for financial auditing services on behalf of both Commissions and VRE;

WHEREAS: Six proposals were received and ranked by the selection committee in accordance with the guidelines specified in the RFP, with interviews conducted with the top four firms;

WHEREAS: The selection committee recommends that the contract be awarded to PBMares, LLP, the highest ranked proposing firm; and

WHEREAS: The NVTC Executive Committee, acting as the Audit Committee, recommends approval of this contract award.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the executive director to execute a contract with PBMares, LLP for NVTC financial auditing services for a base period of three years for $74,550 with options for two additional two-year periods to be exercised at the executive director’s discretion, for a total potential contract value of $181,200.

Approved this 5th day of May 2022.

Matt de Ferranti
Secretary-Treasurer

Canek Aguirre
Chair
RESOLUTION #2475

SUBJECT: Approve NVTC’s Title VI Program and Authorize the Executive Director or Her Designee to Submit the Program to the Federal Transit Administration

WHEREAS: The Federal Transit Administration (FTA) requires grant recipients to submit a Title VI Program every three years;

WHEREAS: Title VI of the 1964 Civil Rights Act requires that “No persons in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance;”

WHEREAS: NVTC staff has reviewed these requirements and has prepared a Title VI Program in compliance with Title VI of the Civil Rights Act of 1964;

WHEREAS: NVTC must collect its subrecipient’s Title VI Programs and review the programs for compliance;

WHEREAS: NVTC staff has reviewed the Title VI Programs of its subrecipients, the City of Falls Church and the City of Alexandria, and ensured their compliance with Title VI of the Civil Rights Act of 1964;

WHEREAS: NVTC will maintain a copy of its subrecipient’s Title VI Program on file, internally, to document compliance with this subrecipient monitoring requirement.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby approves the Title VI Program (covering the period August 2022 – July 2025) and authorizes the executive director or her designee to submit it to the Federal Transit Administration.

Approved this 5th day of May 2022.

Matt de Ferranti
Secretary-Treasurer

Canek Aguirre
Chair
RESOLUTION #2476

SUBJECT: Authorize the VRE CEO to Execute a Deed of Ground Lease and Parking Garage Agreement at the VRE Manassas Park Station

WHEREAS: Pre-pandemic parking demand at the Manassas Park VRE Station exceeded available spaces;

WHEREAS: Pre-pandemic VRE ridership forecasts estimated ridership/boardings would continue to grow in the future at the Manassas Park VRE Station;

WHEREAS: The City of Manassas Park and VRE began work on a joint project for the design and construction of a parking garage on City-owned property located across the Norfolk Southern railroad tracks near City Hall;

WHEREAS: The City of Manassas Park has agreed to create and ground lease to VRE, through the City’s Economic Development Authority, a parcel of land approximately 2.5 acres in size from the formerly city-owned property, now owned by the Economic Development Authority, located across the railroad tracks from the Manassas Park Station;

WHEREAS: VRE and city staff have successfully negotiated terms of the Deed of Ground Lease and Parking Garage Agreement;

WHEREAS: The terms are consistent with previous board actions and agreeable to VRE; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE Chief Executive Officer to execute the Deed of Ground Lease and Parking Garage Agreement with the Economic Development Authority of the City of Manassas Park and the City of Manassas Park.

Approved this 5th day of May 2022.

Matt de Ferranti
Secretary-Treasurer

Canek Aguirre
Chair
At the June meeting, the Commission will be asked to approve the Consent Agenda, which
includes three action items, including authorization to issue two Request for Proposals and to
apply for a Department of Rail and Public Transportation (DRPT) grant for a marketing campaign.

ACTION ITEM: Approve the CONSENT AGENDA

A. ACTION: Authorize the Executive Director to Issue a Request for Proposals for the
Northern Virginia Zero-Emission Bus (ZEB) Strategic Plan and to Execute MOAs with the
Jurisdictions

The Commission will be asked to authorize the executive director to issue a Request for Proposals
(RFP) for a Northern Virginia Zero-Emission Bus Strategic Plan and to execute MOAs with the
Jurisdictions.

The purpose of this effort is to assist Northern Virginia transit providers in implementing zero-
emission buses (ZEBs), associated technology and infrastructure. The goals of the Strategic Plan
are to:

1) Identify regional zero-emission strategic goals and objectives with a focus on realizing
economies of scale, utilizing individual agency goals and plans and stakeholder input;

2) Document strategies and priorities to achieve those zero-emission strategic goals and
objectives, including how to implement ZEBs to align with regional and agency goals;

3) Identify methods for NVTC to best coordinate its activities with regional partners to
achieve the plan’s strategic goals and objectives; and

4) Detail methods and processes to utilize programs and partnerships, as well as local, state
and federal funding to accomplish the goals laid out in the strategic plan and identify
emerging opportunities or challenges for additional activities or investments. The
process will include an implementation study with deployment guidance specific to each
regional partner, including regionally aligned agency transition planning and
coordination for Northern Virginia transit agencies.
Clean, efficient and sustainable transportation technologies are critical to Northern Virginia’s transit future. Regional coordination and investing in equitable, compatible infrastructure are key elements of ZEB planning. Realizing regional and agency goals requires careful preparation and a feasible long-term deployment strategy. Technical support and advanced tools are required for making planning and procurement decisions both at the regional and individual transit agency level. NVTC partner agencies have all expressed interest in ZEB deployment, and several have initiated ZEB planning studies, procurements or pilots. By employing strategic analysis at the regional level, transit agencies can achieve economies of scale and realize the benefits of ZEBs.

This effort is funded through an FY 2023 DRPT Technical Assistance grant for $480,000. This includes state assistance of 50% ($240,000) and local match of 50% ($240,000). The Commonwealth Transportation Board (CTB) is scheduled to adopt the FY 2023-2028 Six-Year Improvement Program (SYIP) in mid-June. The RFP for this effort will not be released until NVTC has confirmed that the grant is included in the final SYIP.

Staff anticipate seeking Commission authorization to execute a contract with a selected consulting team at the September Commission meeting.

B. **ACTION: Authorize the Executive Director to Issue a Request for Proposals (RFP) for the “Value of Northern Virginia’s Transit Network to the Commonwealth” Study**

The Commission will be asked to authorize the executive director to issue an RFP for consulting services to update NVTC’s 2017 “The Value of Northern Virginia’s Transit Network to the Commonwealth” study.

The purpose of this report is to demonstrate that continued investment in transit by the Commonwealth is vital to the long-term economic growth and health of the entire Commonwealth. Since NVTC published the 2017 report on the “Value of Metrorail and VRE to the Commonwealth,” the Metrorail system has grown (Silver Line Phase 2 and the Potomac Yard Station expected to open in 2022) and plans for VRE to expand have advanced with the Commonwealth’s ongoing ‘Transforming Rail in Virginia’ initiative. In addition, Northern Virginia continues to see extraordinary levels of investment along its rail lines with the arrival of multiple corporate headquarters as well as ongoing growth in housing and live-work-play districts.

Although the COVID-19 pandemic has created a new set of challenges (and opportunities) for the transit industry, the need for ongoing investment in transit remains as important as ever. This report will also support and inform NVTC’s legislative efforts and priorities at the Commonwealth and federal levels.

This effort is funded through the Research Support line item in the FY 2023 NVTC General and Administrative budget. This is the first proposed effort using these funds. The table below provides a summary of the funding allocated in FY 2023 and proposed uses to date. This table will be updated each time the Research Support line item is used.
Table 1 – Summary of Research Support Funded Studies

<table>
<thead>
<tr>
<th>Title</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2023 Allocation for Research Support</td>
<td>$200,000</td>
</tr>
<tr>
<td>Value of Northern Virginia’s Transit Network to the Commonwealth Study</td>
<td>$(70,000)</td>
</tr>
<tr>
<td>NVTC Research Support Balance</td>
<td>$130,000</td>
</tr>
</tbody>
</table>

Staff anticipate seeking Commission authorization to execute a contract with a selected consulting team at the September Commission meeting.

C. **ACTION: Approve Resolution #2477: Authorize the Executive Director to Apply for a DRPT Supplemental Grant for a Post Yellow Line Shutdown Marketing Campaign**

At the June meeting, the Commission will be asked to approve Resolution #2477 to authorize the executive director, or her designee, to submit a grant application to the Department of Rail and Public Transportation (DRPT) for a 2023 marketing campaign to encourage riders to return to Metrorail and other local public transportation following the eight-month shutdown of the Yellow Line scheduled for fall 2022 through spring 2023. The resolution would also provide authority to execute the associated funding agreement from DRPT and a Memorandum of Agreement (MOA) with local jurisdictions and transit agencies to provide the required 20% local match to the DRPT grant.

DRPT has provided a grant opportunity for a marketing campaign following the Yellow Line Tunnel and Bridge Rehabilitation project, scheduled to begin September 10, 2022, and lasting until spring 2023. This work will require a shutdown between Pentagon and L’Enfant Plaza Stations, closing the Yellow Line crossing of the Potomac River for seven to eight months. During that time, crews will rehabilitate the Yellow Line Bridge spanning the Potomac River and repair the steel lined tunnels between Pentagon and L’Enfant Plaza Stations, both of which date to original construction more than 40 years ago.

Under this opportunity, NVTC will seek a grant from DRPT to provide 80% of the proposed $500,000 project cost, requiring a local match of $100,000. NVTC will seek matching funds from the City of Alexandria, the counties of Arlington and Fairfax, the Virginia Railway Express and OmniRide. This effort will be done in concert with planned WMATA and other local transit systems focused marketing efforts, with a specific emphasis on targeting Northern Virginia communities. NVTC is uniquely positioned to lead a regional marketing campaign.

Like the comprehensive marketing campaigns following the 2019 shutdown of the Blue and Yellow Line Metrorail stations, the 2020 shutdown of the Orange and Silver Line Metrorail stations and the upcoming “Rediscover Your Ride” campaign, NVTC will implement a multi-pronged marketing effort that will include radio and audio streaming; geo-targeted social media ads and website banner ads; and YouTube and streaming video ads. NVTC jurisdictions and transit agencies will amplify the messaging via their websites and social media. Fresh messaging for this new campaign will be developed in concert with jurisdictional staff. Following the model of the summer 2022 marketing campaign, this proposed campaign will include Spanish-language advertising.
The 2023 campaign will build on the success of the 2019 and 2021 campaigns, which exceeded expectations. The analyses show that both campaigns outperformed national benchmarks. NVTC created the novarides.org website in 2019 and redesigned it in 2021 as a one-stop place for riders to explore transit options from across the region. This proposed campaign will again encourage riders to visit the site.

Following execution of the funding agreement by DRPT, NVTC will return to the Commission (if needed) to seek authorization to enter into agreements and contracts necessary to carry out the work.
RESOLUTION #2477

SUBJECT: Authorize the Executive Director to Apply to DRPT for 2023 Transit Recovery Marketing Initiative Funds and to Execute a Memorandum of Agreement with Local Jurisdictions for the Local Match

WHEREAS: The Department of Rail and Public Transportation (DRPT) recognizes the need to support transit riders during and after the planned shutdown of Metro’s Yellow Line due to the Yellow Line Tunnel and Bridge Rehabilitation project expected to run from fall 2022 through spring 2023;

WHEREAS: DRPT is making funding available to both support mitigation transit services during the project as well as a regional marketing campaign to bring back transit riders following the project;

WHEREAS: DRPT has a total $2 million available in FY 2023 funding to support shutdown mitigation and marketing;

WHEREAS: NVTC will request $500,000 to develop and implement a marketing effort to bring back riders to public transit once the Yellow Line reopens;

WHEREAS: The funding requires a local match of 20% ($100,000) and NVTC will seek matching funds from the City of Alexandria, the counties of Arlington and Fairfax, the Virginia Railway Express and OmniRide; and

WHEREAS: The Commission has consistently supported efforts to improve Metrorail and transit ridership and supported a series of successful marketing campaigns to date.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the executive director, or her designee, to apply to the Department of Rail and Public Transportation for Yellow Line Tunnel and Bridge Rehabilitation mitigation grant funds, to execute the associated funding agreement with DRPT, and to execute a Memorandum of Agreement with local jurisdictions and transit agencies to provide the 20% local match required for the grant.

Approved this 2nd day of June 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer
TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice, Andrew D’huyvetter and Ronnetta Zack-Williams
DATE: May 26, 2022
SUBJECT: Washington Metropolitan Area Transportation Authority (WMATA)

Blue Line Derailment Update

On October 12, 2021, a 7000-series Blue Line train derailed and after the start of a National Transportation Safety Board (NTSB) investigation, the Washington Metrorail Safety Commission (WMSC) ordered WMATA to remove the 7000-series railcars from service. WMATA has begun implementing a three-step return to service plan that includes: 1) restoring 6000-series railcars to service, 2) daily inspection of 7000-series trains using a digital gauge, and 3) installation of multiple automatic wayside inspection stations that will permit a gradual restoration of 7000-series trains.

In May, WMATA installed the first automated inspection system to test the wheelsets of the 7000-series railcars in real-time. With the first installation now complete, engineers will begin configuration, testing, and commissioning of the system. The schedule to restore the fleet to passenger service later this summer remains on time. Timely delivery of this plan depends on an iterative process of approvals from the WMSC. On May 19, the WMSC reviewed WMATA’s 7000-series return to service plan, which did not include the use of automated wayside inspection systems, and informed Metrorail that the WMSC had no technical objections to Metrorail’s revised plan as submitted. WMATA has created a web page on the derailment investigation and related service impacts.

At the June meeting, the Commission will receive reports from the Virginia WMATA Board members and the NVTC WMATA Committee Chair.

A. Report from the Virginia WMATA Board Members

- WMATA Board Announces Randy Clarke as New General Manager

On March 10 the WMATA Board announced they selected Randy Clarke as new general manager and CEO of WMATA. Mr. Clarke comes to WMATA from Capital Metro (CapMetro) in Austin, TX where he served as the President and CEO since 2018. At CapMetro he led the Project Connect Initiative, which was a successful effort of securing one of the country’s largest financial voter-approved referendums in history for transit expansion and followed a multi-billion-dollar infusion for the organization’s capital program. Prior to CapMetro, he served in several roles at the Massachusetts Bay Transportation Authority including chief safety officer, where he was...
responsible for the organization’s safety oversight, and also served as director of Security and Emergency Management. He served as vice president of Operations and Member Services at the American Public Transportation Association (APTA) for two years leading safety audits and industry peer reviews throughout the country. Mr. Clarke is set to begin his new role in summer 2022. Furthermore, the WMATA Board has selected Andrew Off as interim general manager to provide leadership to the organization until Randy Clarke’s official start date.

- FY 2022/Q1-Q3 Metro Performance Report

On May 12 WMATA staff presented the Q1-Q3/FY 2022 Metro Performance Report. This report focuses on four areas: ridership, safety, service reliability and financial responsibility. The performance of Metro is measured by key performance indicators (KPIs), set by the Federal Transit Administration’s Public Safety Transportation Plan, which evaluate the agency’s mission to provide safe, equitable, reliable and cost-effective public transit as well as Metro’s own performance measures such as customer service. WMATA met 19 of the 28 key performance metrics (Figure 1).

Figure 1: Q1-Q3/FY2022 Performance Summary

There were 99.7 million passenger trips taken in Q1-Q3 of FY 2022, which is 39% above the forecast of 72 million. MetroAccess, Metrobus and Metrorail all saw a decrease in ridership during the Omicron wave of the Covid-19 pandemic; however, all three recovered back to levels seen in early fall by the end of the quarter. Metrobus continues to be the primary mode of transportation with 17.3 million more trips taken compared to Metrorail.

Crime continues to be a high priority for WMATA. Crimes against property have fallen to pre-pandemic levels and crimes against persons fell in Q3 but are still higher than pre-pandemic levels (Figure 2). This is parallel with trends seen nationally. WMATA has committed to taking several actions to address crime including increasing patrols to deter crime, making it easier for riders to access the MTPD tip line, launching an anti-harassment public awareness campaign, establishing a new Community Services Bureau and developing partnerships with community resources.
The customer injury rate decreased on Metrobus and Metrorail and increased on MetroAccess. WMATA is executing station modernization improvements, procuring collision avoidance technology, updating DriveCam units, and conducting more in-depth analysis of customer injuries.

In terms of the employee injury rate, there has been an increase on both Metrobus and Metrorail when comparing FY 2022 year to date to previous time periods. Stress/assault is the top injury type and accounts for a third of injuries. To address this employee injury rate, WMATA is conducting safety campaigns, de-escalation training for bus operators and frontline staff, adjusting MTPD deployments to respond to patterns in stress/assault cases, including additional assistance for trauma in Metro’s Employee Assistance Program, and increasing penalties for assaulting essential workers.

WMATA met On-Time Performance targets for Metrobus and MetroAccess; however, reduced frequencies following the removal of the 7000-series trains resulted in longer wait times for customers on Metrorail. The removal of the 7000-series trains also led to railcar reliability being below target for the second and third quarters, while Metrobus and MetroAccess fleet met the target. Asset availability met targets for elevator/escalator availability but did not for available track. Planned major capital projects took about 4% of track out of service through Q3, which was more than estimated due to the Red Line canopy project. Customer satisfaction fell below target in Q3/FY 2022. High customer satisfaction in Q1 (Figure 3) reflected low crowding and reliable service and satisfaction fell in Q2 and Q3 with reduced service frequencies due to the removal of 7000-series trains and COVID-related operator shortages.
Passenger revenue exceeded the budget by $24.2 million through Q3 FY 2022. This was due to higher-than-expected ridership on bus and rail. Operating expenses were $144.4 million below budget due to the savings from capital cost allocation, services, paratransit and materials. The higher-than-expected ridership and lower operating expenses resulted in lower-than-budgeted operating costs per passenger trip across all modes (Figure 4). Overall operating revenues (Passenger and non-passenger, but excluding federal aid) was $182.1 million, which funded 13% of operating expenses. WMATA’s net subsidy is on budget for the fiscal year.

**Figure 4: Q3/FY 2022 Operating Financial Performance**

- Metrobus
- Metrorail
- MetroAccess

Source: WMATA May 12 Safety and Operations Committee

- Voluntary Safety Reporting Program – Path Forward

On May 12 WMATA staff gave a presentation on Metro’s Safety Voluntary Safety Reporting Program, which is a part of Metro’s Safety Management System (SMS). Metro has recently partnered with MITRE to expand safety culture, enhance safety data analytics and improve voluntary safety reporting. A joint SMS labor and management safety committee will oversee the development and implementation of the Safety Voluntary Safety Reporting Program. With the MITRE partnership, Metro seeks to prioritize a safety culture assessment. This assessment will include interviews, surveys and focus groups which will be used to create a Metro safety culture baseline.

B. Report from the NVTC WMATA Committee Chair

The next meeting of the NVTC WMATA Committee is June 16, 2022 at 6:00 p.m.

C. Other WMATA News

- WMATA GM/CEO Paul Wiedefeld Announces Immediate Retirement

On May 16 WMATA GM/CEO Paul Wiedefeld announced his retirement effective the same day and accepted the resignation of Chief Operating Officer Joe Leader. WMATA Board Chair Paul Smedberg issued a statement thanking them for their service and indicated that the time was right for the Interim General Manager and CEO Andy Off to lead the organization through a critical
transition period, with a continued emphasis on safety. Mr. Off indicated his focus during this transition period is on safety challenges, restoring the 7000-series railcars and advancing the Silver Line Phase 2.

- **Lapse in Metrorail Operator Recertification**

On May 15 Metro’s Chief Safety Officer reported that nearly half of Metro rail operators have lapsed recertification. Recertification is important because it gives every train operator time to refresh on the rules, reinforce their knowledge, and benefit from evaluation. It is also vital that WMATA management complies with policies they established to ensure safety for the traveling public. The WMATA Board, in conjunction with Metro management has taken immediate corrective action to remove from service 72 train operators who became out of compliance prior to May 2021. Due to a shortage of operators, this corrective action resulted in a temporary reduction in Green and Yellow Line service from every 15 minutes to every 20 minutes and reduced Metrorail’s ability to provide extra trains to relieve crowding, support special events, or replace out of service trains. Green and Yellow Line service was improved back to 15-minute frequencies on May 23 following recertification of some train operators. The recertification process involves classroom instruction as well as supervised testing in the rail yards and on the mainline.

- **Washington Metrorail Safety Commission’s Order on Metrorail’s Improper Power Restoration**

On May 17 the Washington Metrorail Safety Commission issued an order on Metrorail's Improper Power Restoration. In response to safety concerns around Metrorail’s improper power restoration practices, the order requires WMATA to reduce the number of work locations requiring power de-energization and energization until certain steps are implemented and rejects Metrorail’s previous third rail power restoration Corrective Action Plan closure request. When work zones are established, Metrorail routinely removes high voltage electrical (third rail) power from track segments to protect the safety of workers. The number of overnight work zones and impending start of passenger service can lead to an elevated workload for personnel that coordinate the restoration of traction power. During these conditions, the WMSC found that shortcutting is occurring rather than adherence to established procedures. These deviations continue to put personnel at risk of serious injury or death and occurred both prior to and after Metrorail’s implementation of a new Power Desk in March 2022. The new power desk was intended to prevent these deviations by coordinating the restoration of track power. Subsequent WMSC investigations found that problems at the Power Desk included fatigue, staffing and workload. The order notes that subsequent investigations into related events provides further evidence that elements of Metrorail have a culture that accepts noncompliance with written operational rules, instructions and manuals.
At the June meeting, Program Advisory Committee (PAC) Chair David Snyder will introduce an action item related to the I-66 Commuter Choice FY 2023-2024 Program of Projects.

A. Commuter Choice

**ACTION: Approve Resolution #2478: Approve the I-66 Commuter Choice FY 2023 – 2024 Program of Projects for Submission to the Commonwealth Transportation Board and Authorize the Executive Director to Execute the Standard Project Agreements**

The Commission will be asked to approve Resolution #2478, which will adopt the I-66 Commuter Choice FY 2023-2024 Program of Projects, as shown in Table 1, and refer it to the Commonwealth Transportation Board (CTB) for consideration and final action later in June. The proposed program includes seven projects that support the I-66 corridor improvement goals of moving more people and creating viable, effective transportation options, as well as NVTC’s program administration and oversight activities for the two-year period. The resolution will also authorize the executive director to execute the Standard Project Agreements for the selected projects following the CTB’s action.

Staff presented a draft program of the six highest-scoring projects to the Program Advisory Committee in April and the full Commission last month. Commissioners expressed interest in also funding the seventh highest-scoring project, the Trail Access to Vienna Metrorail Station project, were revenue available to support at least a portion of the $2.2 million funding request. Between $1 million in remaining revenue that staff had already identified for the FY 2023-2024 Program of Projects and a further $1.4 million that is freshly available for reprogramming due to a pending project closeout, the project can now be fully funded and has been added to the recommended Program of Projects. The seven projects fit within the $14.7 million now available to support new projects.
Table 1: Recommended I-66 Commuter Choice FY 2023-2024 Program of Projects

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Application Title</th>
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</tr>
<tr>
<td><strong>Total for Projects</strong></td>
<td></td>
<td><strong>$14,590,853</strong></td>
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As a function of staff’s close coordination with the Department of Rail and Public Transportation (DRPT) on effectively administering Commuter Choice, this year’s engagement with the CTB is significantly streamlined yet continues to align with the terms of the I-66 Memorandum of Agreement. DRPT staff, supported by NVTC staff, briefed the CTB’s Rail and Transit Subcommittee at its May 17 workshop session on the seven-project Program of Projects that is now being recommended for Commission adoption.

The I-66 Commuter Choice FY 2023-2024 Program of Projects recommended for adoption includes seven projects, totaling $14,590,853, and NVTC’s program administration costs ($525,000) for a total of $15,115,853 that would subsequently be included in the FY 2023-2028 Six-Year Improvement Program (SYIP) upon the CTB’s action on the overall SYIP.

Benefits of the Recommended FY 2023-2024 Program of Projects

The proposed program, shown in Table 1, includes:

- Two rail capital improvements that would leverage a total of over $160 million in other federal, Commonwealth, regional and local funds, and provide decades of benefit to corridor commuters;

- Continuations of three established commuter bus services funded in prior funding rounds, all of which are experiencing rebounding ridership and two of which will provide faster and more reliable travel once the I-66 Outside the Beltway Express Lanes open later this year;
• A commuter incentive campaign to bolster ridership on commuter bus routes from Prince William County into Arlington and D.C. by temporarily reducing fares in the first 10 months that the new I-66 Outside the Beltway Express Lanes are open; and

• A critical one-mile segment of the planned Outside the Beltway I-66 Trail that will provide a safe, comfortable means for cyclists and pedestrians to access the Vienna Metrorail Station.

For the first time, staff estimated the emissions and fuel savings benefits for the proposed program. Collectively, the recommended FY 2023-2024 Program of Projects will account for:

- Over 4,000 daily trips in the corridor
- At least 16 million fewer annual vehicle miles traveled
- 83,000 hours of travel delay saved each year
- 84% greenhouse gas reduction compared to driving alone
- Over $2 million annual savings for commuters in fuel costs

Public Comment on the FY 2023-2024 Program of Projects

NVTC solicited public comment on the nine eligible projects under consideration for funding from April 15 to May 16, 2022. This year staff produced all published materials in both English and Spanish. On April 27, staff held an interactive Virtual Town Hall meeting at which members of the public were able to learn more about Commuter Choice and the projects under consideration for funding and, on May 4, staff discussed the program and projects with attendees at the Northern Virginia Regional Public Meeting and Open House.

NVTC received a total of 118 submissions during this period – the most received in any Commuter Choice funding round to date and an indication that targeted online outreach continues to be an effective method of engagement. All but five submissions were received via online survey. The Summary of Public Comment: I-66 Commuter Choice FY 2023-2024 provides a detailed overview of the feedback received during the public comment period. Though all comment submissions were in English, the materials in both languages garnered significant engagement. As a few examples:

- Both the English and Spanish versions of Chair Aguirre’s video greeting introducing the comment period garnered over 1,600 full views;

- Overall, 57% of the 15,000 people that saw NVTC’s Facebook posts about the comment period engaged with them, for instance by liking or clicking; and

- Over 500 people browsed NVTC’s public comment web pages, which provided information about the projects and ways to comment.

Staff will refine the outreach approach in future funding rounds to foster awareness among and encourage input from more communities in each corridor.
Project Summaries for the Recommended FY 2023-2024 Program of Projects

The following projects are recommended for funding under the I-66 Commuter Choice Program of Projects. Project profiles with maps are available on the [Commuter Choice website](#).

**Manassas Park VRE Station Parking Garage**  
*City of Manassas Park ($2,500,000)*  
Commuter Choice funding would support the construction of a parking garage at the Manassas Park VRE Station. The garage would primarily provide additional parking capacity to meet long-term VRE ridership demand, though it would also help to support the master-planned Village at Manassas Park mixed-use development underway around the station, which includes over 800 new residential units. The requested Commuter Choice funding would leverage nearly $30 million in other state, regional and local funds committed to the project.

**Ballston-MU Metrorail West Entrance**  
*Arlington County ($4,500,000)*  
Commuter Choice funding would support the construction of a second entrance to Ballston-MU Station at the intersection of North Fairfax Drive and North Vermont Street in Arlington. The proposed second entrance, which would be nearly a quarter-mile west of the existing entrance, would shorten the walk for commuters in a transit-oriented area with ongoing high-density, walkable redevelopment and add bus stops to facilitate smooth transfers. The requested Commuter Choice funding would leverage over $130 million in other state, regional and local funds committed to or requested for the project.

**Renewal of Bus Service from Gainesville to Pentagon and Navy Yard**  
*OmniRide ($2,560,449)*  
Funded in the FY 2017, FY 2020 and FY 2021-2022 cycles of I-66 Commuter Choice, this project supports the continued operation of OmniRide’s popular express bus service between the University Boulevard Park and Ride lot in Gainesville and the Pentagon and Navy Yard. The route has seen rebounding ridership in recent months that is expected to grow further once the Outside the Beltway Express Lanes open in late 2022. The renewal would continue operations support for 24 months, with an en-route stop to be added in the Manassas area at the new Balls Ford Road commuter lot that will soon open.

**Renewal of Bus Service from Vienna Metrorail Station to Pentagon**  
*Fairfax County ($1,232,850)*  
Initially funded in FY 2019, this bus service renewal would provide 24 months of continued funding support for 10 morning and 10 evening peak direction, express bus trips between Vienna Station and the Pentagon Transit Center. This service, like others to the Pentagon, retained a greater share of its riders than other Northern Virginia commuter transit services during the COVID-19 public health emergency and has seen steadily increasing ridership in recent months.

**Renewal of Bus Service from Haymarket to Rosslyn**  
*OmniRide ($947,554)*  
A renewal of a bus service funded in the FY 2020 and FY 2021-2022 cycles of I-66 Commuter Choice, this project supports four morning and four evening peak direction, express bus trips between the 230-space Heathcote commuter lot in Haymarket and the Rosslyn-Ballston corridor.
The 24-month extension of operations support would add a stop at the University Boulevard commuter lot, which will have direct access to the new Outside the Beltway Express Lanes, allowing Gainesville commuters also to take advantage of the route’s convenient connections to major employers, Metrorail and the Arlington campus of George Mason University.

**TDM Strategy – Fare Buy-Down on I-66 Commuter Bus Service**  
Prince William County ($650,000)  
Support for this project would attract more Prince William County commuters to transit by cutting fares in half on five OmniRide routes for the first 10 months that the I-66 Outside the Beltway Express Lanes are open. These routes together offer over 30 round-trips each day and will utilize the new Express Lanes, shortening commute times between park-and-ride lots in western Prince William County and major employment clusters Inside the Beltway. This fare buy-down project, which Prince William County would promote through a prior Commuter Choice funding award for TDM activities, would reduce one-way fares from $6.90 to $3.45 per trip.

**Trail Access to Vienna Metrorail Station**  
Fairfax County ($2,200,000)  
Commuter Choice funding would facilitate the construction of a nearly one-mile segment of the I-66 Trail between the Nutley Street interchange at the Vienna Station and Blake Lane. The I-66 Trail is a bicycling and walking path that will parallel I-66 between Centreville and the I-495 Beltway and connect several other on- and off-street paths in Fairfax County. The proposed trail would create a safe, attractive route to Metrorail by bicycle or foot for commuters making their way to destinations in the I-66 Inside the Beltway corridor.

**Program Administration, Evaluation, Oversight, Marketing and Outreach for FY 2023-2024**  
NVTC ($525,000)  
With the addition of these seven new projects, NVTC will be actively administering and providing oversight of 40 I-66 Commuter Choice projects with a total award of $66.2 million. This funding would support NVTC’s staff positions and technical contractors who provide day-to-day management of the program and ensure that the program is meeting the intent and requirements of the Memorandum of Agreement with the Commonwealth. Specific activities include administering calls for projects; evaluating proposed projects and developing proposed programs of projects; program operations and oversight; coordination with the Commonwealth, applicants and grantees; managing quarterly and annual reporting; grant and contract management; and coordinated communications and outreach efforts along the I-66 corridor.
RESOLUTION #2478

SUBJECT: Approve the I-66 Commuter Choice Fiscal Year (FY) 2023-2024 Program of Projects for Submission to the Commonwealth Transportation Board and Authorize the Executive Director to Execute the Standard Project Agreements

WHEREAS: Under the Third Amended and Restated Memorandum of Agreement Transform66: Inside the Beltway Project (MOA), NVTC is responsible for selecting and administering multimodal projects under Commuter Choice on the I-66 corridor that allow more people to travel faster and more reliably through the I-66 Inside the Beltway corridor;

WHEREAS: The principal objective of the Commuter Choice program is to select projects that meet goals identified in the MOA, which are to (1) maximize person throughput; and (2) implement multimodal improvements to (i) improve mobility along the corridor, (ii) support new, diverse travel choices and (iii) enhance transportation safety and travel reliability;

WHEREAS: NVTC is responsible for Commuter Choice project selection; financing and financial management; compliance, including evaluation, reporting and quality assurance; and providing information to the public;

WHEREAS: From November 2021 to January 2022, NVTC conducted an I-66 Commuter Choice FY 2023-2024 call for projects that yielded nine eligible applications with a total funding request of $21.8 million;

WHEREAS: A total of $14.7 million in new and de-obligated I-66 corridor revenue is now available for programming to new projects; and

WHEREAS: Based upon technical evaluation results and review with the NVTC Program Advisory Committee and Commission, NVTC staff recommends approval of the I-66 Commuter Choice FY 2023-2024 Program of Projects (Table 1) that includes seven projects, totaling $14,590,853, and NVTC’s program administration costs ($525,000) for a total of $15,115,853 that would subsequently be included in the FY 2023-2028 Six-Year Improvement Program upon the Commonwealth Transportation Board’s action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby approves the I-66 Commuter Choice FY 2023-2024 Program of Projects (Table 1) and authorizes staff to submit the Program of Projects to the Commonwealth Transportation Board for action.
BE IT FURTHER RESOLVED that NVTC hereby authorizes the executive director, or her designee, to execute the Standard Project Agreements for the I-66 Commuter Choice FY 2023-2024 Program of Projects following approval by the Commonwealth Transportation Board.

Approved this 2nd day of June 2022.

______________________________
Canek Aguirre
Chair

______________________________
Matt de Ferranti
Secretary-Treasurer
Table 1: Recommended I-66 Commuter Choice FY 2023-2024 Program of Projects

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**TOTAL FOR PROJECTS** | **$14,590,853**

*Program Administration and Oversight for FY 2023-2024* | **NVTC** | **$525,000**
Summary of Public Comments

NVTC staff collected 118 responses during the Public Comment period on the projects under consideration for I-66 Commuter Choice FY 2023-2024 funding, open from April 15 - May 16, 2022. The targeted outreach strategy to increase public engagement included hosting a virtual town hall event, asking jurisdictional partners to promote the open period and using social media and web channels to spread the message. Of the 118 responses, we received 113 responses via a short, easy-to-use survey form (available in both English and Spanish) and the remaining five via email.
The 118 submissions, comprising a total of 180 comments on individual projects and Commuter Choice in general, represent the most NVTC has received in any Commuter Choice funding round to date. Though all comment submissions were in English, the public comment materials that NVTC posted in English and Spanish each garnered significant engagement. As a few examples:

- Both the English and Spanish versions of NVTC Chair Aguirre’s video greeting introducing the comment period garnered over 1,600 full views;
- Overall, 57% of the 15,000 people that saw NVTC’s Facebook posts about the comment period engaged with them, for instance by liking or clicking; and
- Over 500 people browsed NVTC’s public comment web pages, which provided information about the projects and ways to comment.

NVTC staff will refine the outreach approach in future funding rounds to foster awareness among and encourage input from more communities in each corridor.

This document lists the comments, exactly as submitted to NVTC, in the following order:

- Comments on the overall Commuter Choice program
- Comments submitted via survey form about projects proposed for I-66 Commuter Choice FY 2023 – FY 2024 funding
- Comments submitted via email (all of which pertained to Arlington County’s proposed Ballston-MU Metrorail West Entrance project)

**General Comments on the overall Commuter Choice program**

- It’s well thought out and solid!
- none
- I appreciate this funding.
- Great program. Please give Arlington money.
- Thank you for soliciting input from the local community. Please publish the survey results and act on the feedback you receive.
- The top priority needs to be getting the 7000 series trains back in service. Why is this taking so long? NVTA and NVTC shouldn’t do anything until resolving this issue. Why are we pretending like the whole system isn’t falling apart?
I am generally in favor of programs that increase the walkability of the DMV area, and would like to help see more projects in the future that significantly reduce transit times and increase the connectivity of the DMV area and wider region so that people can get from their point A to point B more quickly, wherever those might fall on the map.

A second Ballston Metro entrance is very much needed

I support these and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles. We should be doing everything we can to get people on their feet, bikes, buses, and trains.

Please offer a rebate for taking public transit

The more safe biking and walking we can facilitate the better. Adding lanes to highways just seems to attract more traffic and the lanes fill up. PLEASE finish construction of the I-66 project. It feels like years and years since it started and still we see earth moves, huge pipes waiting to be put in the ground and unfinished bridges. They are constantly change the entrances to I-66 from Nutley and from Rte. 123. It's dangerous.

seems like a great program

As someone who walks and sometimes bikes to the Vienna metro station, the roads around the station are dangerous and too wide to safely share with walkers and bikers. I urge you to encourage walking to this transportation hub.

None

Need Bicycle accomodations in Metro cars so that we don’t take up space for other commuters. Bikes can be bulky and annoying for other commuters and I would love a car I could stand my bike up in onto a hook

Public transportation should be free

Where can we see ridership and similar detail to see what the toll money is getting us? Is there a website?

We need to start prioritizing walkability and public transit. Transit needs to be affordable, frequent, and have long hours to be a viable option. (Metro should be held accountable for what is happening with the 7000 series and wait times.)

Further emphasis should be given to rapidly filling the gaps in the bicycle and walking network to improve safety and alternatives to driving alone. This will also put the region in a strong position to apply for new federal funding
I don’t feel like there’s enough being done for inner ring suburbs to connect us to transit options. Bus service is infrequent, slow and not where I need to go. I have to drive to metro or VRE and I don’t want to have to drive at all. More ebike and bikshare locations would help like in Annandale, Springfield, West falls church, and more

Most of the proposed projects are duplicative with metro and reduce ridership on metro's orange and blue lines. There is no clear explanation why this is necessary. I seriously question the methodology used to rank the "technical merit." Perhaps you need to have a public review of the allocation process BEFORE doing making these decisions behind closed doors.

Need to rescope service post pandemic.

Comments about Proposed Projects for I-66 Commuter Choice FY 2023 – FY 2024

City of Manassas Park - Manassas Park VRE Station Parking Garage

I rely solely on public transportation. I support this measure as written immensely.

I might use this service

No comment

Support the VRE station particularly as VRE continues to grow

I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.

Please provide accessible parking

Not familiar with this.

How did this project score highest when it incentivizes driving to a station for a weekday peak hour only service? How were those miles of CO2 burned factored in?

Good project.
• If this could be developed with some retail wrapping it like coffee shop, quick bite to eat like a small cafe and convenience store that would be better.
• Maybe consider bus service or micro transit instead of more parking
• Yes, a good project provided that projected VRE ridership estimates are accurate.
• Not sure of this.

**Arlington County - Ballston-MU Metrorail West Entrance**

*Please also see emails we received regarding this proposed project on pages 15-24.*

• I enter this metro station every week. It's imperative that this project is succesful, I support the plan as written.
• I think this is very much needed. However, I am concerned about the platform becoming even more crowded and the station employees continuing to exert no crowd control.
• Excellent, badly-needed project.
• This would be a poor use of funds and unlikely to significantly increase ridership. I live half mile west of current Ballston metro entrance and have commuted from Ballston to DC for 15 years. Adding a second metro entrance three blocks west of current entrance would not affect my ridership and would be very unlikely to affect ridership generally. This is an expensive project for minimal gain. As a taxpayer, I strongly oppose.
• a western entrance should make the Metro more accessible to people living near and across Glebe Road.
• As someone who visits the Ballston area, it would be nice to have the extra option to make navigating to various local destinations easier and quicker.
• Definitely needed to aid the development west of glebe road.
• Yes yes yes, much needed.
• We urge the Commission to fully fund Arlington’s $4.5 million request for the Ballston-MU Metrorail Station West Entrance in the FY2023-FY2024 I-66 Commuter Choice Program and continue the Commission’s commitment to regional transit improvements and the Metrorail system. Sincerely, James Davenport Vice-Chair Arlington Transit Advisory Committee
• This will be a great investment for the community
• I live near this Metro Station and use it several times a week. Rebuilding the entrance is an important project that serves thousands of commuters and energizes the public/commercial area around the station.

• This project would be a huge waste of money for little gain. I live about 3/4 miles west of the current Ballston metro entrance and take the metro from Ballston into DC for work (so would count as someone who would “benefit” from a closer metro entrance. I do not believe that having a somewhat closer entrance would make any difference in my ridership or any significant difference in ridership of others in the area. If the new entrance were on the west side of Glebe, that might effect ridership, but three blocks closer is not worth 4.5 million tax dollars. I strongly oppose this proposal.

• This is the most impactful upgrade we can make in the area. We should invest in neighborhoods like Ballston that are willing to densify.

• Building this second, west-entrance to the Ballston-MU Metrorail station is important because the existing east-entrance is too congested during busy times, and it would provide better access to the many businesses in the high-rise buildings along N. Glebe Rd.

• My name is Micah Kyler, and I am a resident of Arlington, Virginia. I love the neighborhood that I live in and regularly commute between the Ballston-MU metro stop in Arlington, VA to Dupont Circle in Washington, DC. I am in support of providing funding for the Ballston-MU Metrorail West Entrance and addition of bus stops, as it would help to reduce my commute time. Getting to Dupont Circle from the Ballston Station takes about an hour from my house using public transportation, and I would love to have more options for getting to that part of DC.

• This project meets a critical need for increased accessibility to metro in Ballston, and will spur further quality of life development and increased foot traffic. It will also serve the new developments in the area.

• The West entrance for the Ballston MU Metro station is long long overdue. It was allegedly part of the plan when I bought my house 22 years ago. That sure didn’t happen. Seriously an entrance at N Vermont Street and Fairfax drive is sorely needed.

• I believe the funds can be better used for traffic calming measures on Fairfax and Glebe road rather than adding a new station. The biggest inconvenience when walking from the current metro station to the location of this new one is less about the side of the sidewalks or the straight show, but more concerns with cars trying to get on Fairfax Dr and blocking cross walks. Glebe is not a pedestrian friendly intersection as cars are always trying to beat people in the cross walk. If the intersections were more pedestrian friendly, such a walk to
the existing metro station would be much more manageable, particularly with the over $130 million this will cost.

• This is the one improvement that would improve my quality of life and I think it should be prioritized. Thank you.

• I would love this project. It will provide greater access to my office building.

• Very supportive

• Agree with proposed

• I strongly support this project! I will use this entrance often to commute to Washington, DC for work.

• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.

• I am a condo unit owner at The Continental, which is located on the block on which the west entrance is proposed to be built. I am strongly opposed to this project. This block is just two blocks from the existing metro entrance; there is no need to have another metro entrance in such close proximity. The proposed entrance would also block access to my building from North Vermont St., which is the main way of accessing the parking garage and lot of The Continental. This block does not need more foot traffic that would inevitably come from an additional metro entrance. This project would be an unnecessary use of public funds, causing more problems that solutions. I urge you to either find another location - that would have less residential impact - for the west entrance or stop the project altogether.

• Think a second entrance on Glebe would do wonders for commuters in this neighborhood

• Please provide an accessible entrance to people with physical disabilities and senior citizens.

• Highly recommend the completion of this project to help with commuter access to western Ballston. Thanks!

• Please fund this project, that would reduce my commute by 10 minutes as the entrance would be closer to my office.

• not familiar with this

• Much needed! I personally feel that this project will bring the most bang-for-the-buck to the region of all of the projects on the list.

• Doesn’t affect me
• Must have, if you are not continually improving the metro to include upgrades to existing stations and new stations then we are not committed to the Metro.
• This is an overdue project and should have been built when the orange and silver lines were closed two years ago.
• This is a busy station that would benefit from a second entrance.
• This would greatly improve transit accessibility in a generally walkable area. Consider safe bicycling connections to the new station to cost effectively improve the number of people that can easily access this station and increase ridership.
• This would be great!
• Excellent idea.
• Good, but metro and rail expansion to other inner ring suburbs is needed
• Not necessary. Just redundant
• okay
• It’s OK. I don’t use it much.

OmniRide – Renewal of Bus Service from Gainesville to Pentagon and Navy Yard

• I rely solely on public transportation. I support this measure as written immensely.
• I might use this service
• No comment
• I support the renewal
• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
• Please provide more frequent bus service
• Not familiar with this
• This is a great service to DOT Headquarters in DC (Navy Yard). It is a great alternative to taking the VRE and having to switch to the metro at L’Enfnat (metro trains are still every 20 mins).
• Great alternate option for commuters
• It seems weird to have renewals compete with new projects. Why wouldn't the jurisdiction fund this instead? Don't they see the value that the original service provided?
• Is this to satisfy one seat rides? What about better service for inner ring suburbs? I'd love to not have to drive every day if I had a one seat ride into navy Yard
• Bus service is always a good thing
• Parallels orange/blue line from Vienna to pentagon. Unnecessarily duplicative. Technical merit should be reduced.
• Yes. Gainesville is now commuting distance … unfortunately.

Fairfax County - Renewal of Bus Service from Vienna Metrorail Station to Pentagon

• I have friends in Vienna and I live near the Pentagon, I support this proposal as written.
• This is not a service I would use
• No comment
• I support this.
• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
• Please provide more frequent bus service
• I think this is a good idea. Hopefully it will take some cars off the road.
• Great alternate option for commuters
• Can these riders use Metro Rail instead? This seems like duplicating service and funds should be spent where others have no alternate choice.
• We do NOT support this project.
• How many people use this? That isn’t clear. Isn't metro faster when it was in normal service?
• Always good to have bus service as an option to driving
• Why has this been approved? The Orange/Blue lines go to the Pentagon. There is no indication of how many riders will be picked up on intermediate
Summary of Public Comments
I-66 Commuter Choice
FY 2023 - FY 2024

stops. This competes with existing metro service. Technical merit needs to be downgraded.

- Yes. A huge issue for people going all the way to “far Arlington”, National Landing and DC.

**OmniRide - Renewal of Bus Service from Haymarket to Rosslyn**

- I rely solely on public transportation. I support this measure as written immensely.
- This is not a service I would use
- No comment
- I support the renewal
- I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
- Please provide weekend bus service
- This has been an enormous quality-of-life improvement and I’m certain the post-pandemic ridership will increase.
- Not familiar with this
- Really like this route; later pm route would be valuable
- Great alternate option for commuters
- Also, how does the amount of people actually moved (instead of potential to move) factor into bus service grants?
- Fine
- See above
- Duplicative with metro from Vienna to Rosslyn. Why? This route is unnecessary. Technical merit should be reduced.
- Yea

**Prince William County - TDM Strategy - Fare Buy-Down on I-66 Commuter Bus Service**

- I rely solely on public transportation. I support this measure as written immensely.
- I might use this service
• No comment
• Support the commuter service
• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
• Please provide weekend transit along I-66
• This has been extremely helpful in getting neighbors to try the service.
• Not familiar with this.
• No opinion
• This is my second top project. If it helps get people out of cars or to places faster, we should do it.
• Maybe not the best use of limited funds
• Again, this service should be provided to the Vienna metro station. Beyond that transfer point it is duplicative. The technical merit should be downgraded.
• ?

**Fairfax County - Trail Access to Vienna Metrorail Station**

• I rely solely on public transportation. I support this measure as written immensely.
• While I don’t live in the area, I support any effort to make it easier to access Metro.
• I might use this service
• No comment
• Supportive of making metro stations accessible by means other than cars
• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles. Really, the county should be providing trail access to the W&OD as well.
• Please provide a longer trail to Vienna Metro Station from Cedar Lane, Oakton High, etc
• I would definitely like to see this. This proposed trail starts at the Vienna and winds past Oakton high school. Hopefully it would encourage more students to bike to school and more people to bike to the Metro.
• This project is so important to ensure the safety of bikes and walkers on the I-66 trail. Millions are being spent on the I-66 path and it makes no sense to me why we would leave a dangerous gap in the network.

• No opinion

• This is the project I’m most supportive of. Anything we can do that makes it easier and more convenient to walk or bike we should do.

• This project is very important for safety of cyclist and pedestrians. People walk and bike from surrounding areas to access the metro and the trail in Nottoway Park but have to fight for space with cars coming in and out of I-66 and the metro station

• We do NOT support this project.

• Work on connecting disparate pieces of the Fairfax Co bike network is essential to make biking a safe and comfortable alternative to driving alone on relying on infrequent bus service. Connections to metro can further help to shift longer distance trips to transit. The region should prepare to leverage new federal federal funding through the Infrastructure Investment and Jobs Act.

• Yes please

• Trail access is needed and would provide an added benefit for active transportation and reduce greenhouse gas emissions

• This provides a service that is not competitive with metro. It will increase Metro ridership. Technical merit should be increased and the trail should be financed.

• Encouraging biking to Metro or the Pentagon bus.

**Fairfax County - Enhanced Bus Service from Stringfellow Park-and-Ride to Pentagon**

• I live near the pentagon and rely solely on public transportation. I support this measure as written immensely.

• This is not a service I would use

• No comment

• I support this.

• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
• Please provide more frequent bus service.
• not familiar with this
• Great alternate option for commuters
• Ok...but why not from this location to Vienna Metro and then people can take the metro from there??
• See above
• Again, it is not clear why this service is necessary. A short shuttle bus route to the Metro station will suffice. Technical merit must be downgraded
• Yes. It will result in less people driving and less families owning 2+ cars.

**Fairfax County - Trail Access to Monument Drive Commuter Garage**

• I rely solely on public transportation. I support this measure as written immensely.
• I might use this service
• No comment
• Support walking paths between places if they are as direct as possible to be viable alternatives to driving.
• I support this and all projects that increase mobility and increase options for multimodal transit in the DMV. We need to use every tool possible to increase ridership and decrease dependence on personal vehicles.
• Please provide a longer trail to Monument Dr
• Not familiar with this.
• No opinion
• This is a must have. We need to invest in bicycle to metro commuting heavily in the coming years. It is such and efficient way of travel to get to a metro stations and I do it all the time. I only wish the Metro cars and Metro entrance access would be more friendly to bicyclists. Can we create bicycle cars on metro trains? Can we make it easier to get a bicycle onto the metro in general rather than only being able to take an elevator?
• We do NOT support this project.
• Same as the Vienna metro station project, the bicycle network in Fairfax county needs to be connected. Right now there are some facilities, but they are largely disconnected making biking unsafe and not a reliable alternative to driving.
The county and region should prioritize linking together the network and prioritize applying for new federal funding streams provided by the Infrastructure Investment and Jobs Act.

- Yes
- See above
- Not needed at this time
- This should be funded. It will be widely used.
- Hmmm.
Comments submitted via email

All of the following pertained to Arlington County’s proposed Ballston-MU Metrorail West Entrance project.

- Arlington Chamber of Commerce (p. 16-17)
- Ballston Business Improvement District (p. 18-19)
- Henry McFarland (p. 20)
- Bluemont Civic Association (p. 21-22)
- Washington Metropolitan Area Transit Authority (p. 23-24)
April 29, 2022

Northern Virginia Transportation Commission
2300 Wilson Boulevard, Suite 230
Arlington, VA 22201

RE: Support for NVTC FY2023-FY2024 I-66 Commuter Choice Program Candidate Project
Ballston-MU Metrorail Station West Entrance

Dear Chair Aguirre,

On behalf of the Arlington Chamber of Commerce, I am writing to express our strong support for full Commission funding of Arlington County’s $4.5 million application for the Ballston-MU Metrorail Station West Entrance. This project is a critical improvement to the regional transit network and supports the Commuter Choice Program goals of maximizing person-throughput, improving mobility, supporting new and diverse travel options, and enhancing safety and reliability. We have advocated for this project for many years. As we move forward, its construction will be very important to the success of businesses in Arlington.

This project will construct a second entrance to the Ballston-MU Metrorail Station at North Fairfax Drive and North Vermont Street, nearly a quarter mile to the west of the existing entrance at the far eastern edge of the train platform. The new entrance will include stairs and street-level elevators connecting to the fare payment area (fare gates, fare vending machines, and an attended kiosk), an underground passageway, and a new mezzanine with stairs and elevators to the train platform. The new entrance will provide more direct access to communities on the west side of Ballston. It will relieve congested conditions at the current entrance and provide for more even distribution along the train platform, enabling more efficient loading/unloading and thus reducing passenger crowding on trains. It will also provide additional egress during emergencies and improve bus-to-Metrorail transfers for regional routes entering Ballston from Interstate 66.

Metrorail ridership is estimated to make significant recovery progress toward pre-pandemic levels by the time the Ballston West Entrance is completed in 2026, so now is the time to award the funding required to complete the design and construction of the project. In Ballston, high-density redevelopment with lower building parking ratios continues, following on the new commercial developments along North Glebe Road completed during the last several years. Ballston continues to grow as a regional activity center and will soon have greatly improved direct transit access from western Fairfax County, eastern Loudoun County, and Washington Dulles International Airport (IAD) with the opening of the Metrorail Silver Line Phase 2 expected later this year.

We urge the Commission to fully fund Arlington’s $4.5 million request for the Ballston-MU Metrorail Station West Entrance in the FY2023-FY2024 I-66 Commuter Choice Program and continue the Commission’s commitment to regional transit improvements and the Metrorail system.
Sincerely,

Kate Bates
President & CEO

CC: Arlington County Board; Arlington County Manager; Arlington County Department of Environmental Services, Transportation Division
The Honorable Canek Aguirre, Chair  
Northern Virginia Transportation Commission  
2300 Wilson Boulevard, Suite 230  
Arlington, VA 22201  

RE: Support for NVTC FY2023-FY2024 I-66 Commuter Choice Program Candidate Project  
Ballston-MU Metrorail Station West Entrance  

Dear Chair Aguirre:

We are pleased to express our strong support for full Commission funding of Arlington County’s $4.5 million application for the Ballston-MU Metrorail Station West Entrance. This project is a critical component to our regional transportation hub and supports the Commuter Choice Program goals of maximizing person-throughput, improving mobility, supporting new and diverse travel options, and enhancing safety and reliability. The Ballston-MU Metro station is a major multi-modal hub for the regional transit network in Northern Virginia serving the Metro Orange and Silver Lines. While the onset of COVID-19 and its variants has initially severely reduced ridership throughout the entire Washington Metrorail system, ridership will eventually return to (and will likely surpass) pre-pandemic levels. Pre-COVID projections estimated the Ballston Metro would reach 40,000 trips per day by 2040.

Here’s why that will happen- Ballston has been and is still undergoing an explosion of multifamily housing construction, adding more than 2,800 apartment units alone over the last 7 years. And we have another 2,400 apartment units on the way at various stages in the pipeline for development. Indeed, we welcomed over 1,000 additional, new residents to Ballston over the last 18 months. The 2020 Census determined that Ballston now has the top 3 densest census tracts in the entire Washington DC Region.

Ballston continues to grow as a regional urban district and will soon have greatly improved direct transit access from western Fairfax County, eastern Loudoun County, and Washington Dulles International Airport (IAD) with the opening of the Metrorail Silver Line Phase 2 expected later this year.
This west entrance project represents an opportunity to have the mechanism in place to more reliably, safely and efficiently transport people as metro ridership rebounds and grows. The western entrance to the Ballston Metro will:

- Provide support for and help to increase metro ridership by creating a more accessible and compelling choice for transportation by Ballston residents, students, and commuters - and a particularly more desirable option for those living and working in the fast-growing, western end of Ballston;

- Increase rider safety by creating another point of egress in the event of an emergency;

- Relieve congested conditions at the current entrance and provide for more even distribution along the train platform, enabling more efficient loading/unloading and thus reducing passenger crowding on trains;

- Improve bus-to-Metrorail transfers for regional routes entering Ballston from Interstate 66; and

- Allow regional I-66 buses to reach Metro more efficiently, thus speeding up buses and increasing the number of bus stops (also making bus ridership more accessible).

We urge the Commission to fully fund Arlington’s $4.5 million request for the Ballston-MU Metrorail Station West Entrance in the FY2023-FY2024 I-66 Commuter Choice Program and continue the Commission’s commitment to regional transit improvements and the Metrorail system.

Sincerely,

Tina Leone
CEO, Ballston BID

Tina Leone | CEO
Ballston Business Improvement District

Address | 4600 N. Fairfax Drive, Suite 100, Arlington, VA, 22203
O | 703-664-1194  D | 703-664-1192  M | 703-786-6037

Email | tina@ballstonbid.com  Web | www.ballstonva.org
I urge you to support the proposed West Entrance to the Ballston Metro station. Arlington County, application reference number 2.

The proposed new entrance would be at Vermont Street, nearly a quarter mile to the west of the sole existing entrance, at Fairfax Drive and Stuart Street. Thus, it would make it much easier for the many people who live west of the Ballston station to walk to Metro. I know as a senior citizen living in that area that more convenient access to Metro is likely to increase the number of trips I take on the system.

The new entrance also will have important safety benefits. Right now, anyone entering or exiting the Ballston station must go through the eastern end of the station. The new entrance will make it easier to evacuate the Ballston Station in the event of emergency. The Ballston Station has high ridership and is often very crowded. Thus, improved evacuation routes are extremely important.

The new entrance will relieve congestion at the current entrance. Ballston is one of the most important multimodal hubs in Virginia. Its single, over-capacity entrance was not built for such a role. As there has been a lot of new residential construction near Ballston, and more such construction is planned, without the new entrance congestion at Ballston will get much worse.

The new entrance also will allow regional buses that use I-66 to reach Metro more efficiently. That will speed up buses making bus travel more attractive relative to cars. It will also reduce the pressure on Ballston’s bus depot.

Ballston is one of the most important multimodal hubs in Virginia. Since it was designed with only one entrance, the area around it, and particularly to its west, has become much more densely populated. Its single entrance is over capacity and no longer effectively serves the needs of its area. Adding a second entrance will encourage the use of mass transit and improve safety.

Thank you for your time and consideration of this project for funding.

Sincerely,
Henry McFarland
The Bluemont Civic Association supports the Ballston Metrorail West Entrance for FY 2023-24 funding. The only entrance, at Fairfax Drive and Stuart Street, is at the far eastern edge of the train platform, too far from the west side of Ballston and our neighborhood of Bluemont.

Bluemont is the largest neighborhood in Arlington in terms of area. Our boundaries extend from Glebe Road in the east to Bluemont and Bon Air Parks in the west, and roughly from Washington Blvd in the north to N. Carlin Springs Road in the south.

We have sought a western entrance to the metro for decades, having called for it since our 1999 Neighborhood Conservation Plan (NCP). Our current NCP update says, “The County should give priority treatment to the completion of a western entrance to the Ballston-MU Metro station and any future development west of N. Glebe Road between N. Carlin Springs Road and Washington Blvd. should be contingent upon acceleration of the timetable for such entrance.” When we presented this recommendation, County Board Member Zimmerman made extended remarks supporting it. His comments start around the 2 hour 24-minute mark of this video, the discussion concludes around the 2 hour, 30 minute mark (County Board Recessed Meeting - Dec 17th, 2013).

Since we made that recommendation in 2013, a large amount of residential construction has been built in Bluemont and western Ballston, including thousands of new multi-family units. Additional residential construction, adding hundreds of new units west of the Ballston Metro, is planned.

The new entrance will be nearly a quarter-mile west of the existing entrance to the station. This new entrance will thus effectively provide an entire new Metro station at only a fraction the cost of an actual station. It will reduce highway trips and traffic on local roads, enable more efficient passenger spacing inside trains and on the platform, relieve congestion at the current entrance, and resolve a safety concern our members have expressed by providing an additional exit from the platform in the case of emergency.

The new entrance will also allow regional I-66 buses to reach Metro more efficiently, avoiding the current circuitous access through local streets. This will speed up buses and increase the number of bus stops (and thus buses) that Ballston’s currently over-capacity bus depot can support.

The project extends the number of properties within walking distance of Ballston station, where 87% of users arrive via foot or bus. This will
increase Metrorail ridership, walking, and bicycling.

The Ballston metro station was not built to handle its role as a major hub of the metrorail system. Its single entrance is over-capacity. Access to the station is congested, and too far from trip sources like the many new residences built in West Ballston and Bluemont over the past decade. Adding a second entrance will greatly improve the capacity of the Metrorail system, increase ridership, improve safety, and reduce multimodal congestion caused by the inadequate capacity at this location.

Laura Kirkconnell
President, Bluemont Civic Association
http://www.bluemontcivic.org/
PO Box 5134
Arlington, VA 22205
May 16, 2022

VIA EMAIL

The Honorable Canek Aguirre
Chair
Northern Virginia Transportation Commission
2300 Wilson Boulevard, Suite 230
Arlington, VA  22201

RE: Support for NVTC FY2023-FY2024 I-66 Commuter Choice Program
Candidate Project Ballston-MU Metrorail Station West Entrance

Dear Chair Aguirre:

On behalf of the Washington Metropolitan Area Transit Authority (WMATA), I am writing to express our strong support for full Commission funding of Arlington County's $4.5 million application for the Ballston-MU Metrorail Station West Entrance. This project is an important improvement to the regional transit network and supports the Commuter Choice Program goals of maximizing person-throughput, improving mobility, supporting new and diverse travel options, and enhancing safety and reliability.

This project will construct a second entrance to the Ballston-MU Metrorail Station at North Fairfax Drive and North Vermont Street, nearly a quarter mile to the west of the existing entrance at the far eastern edge of the train platform. The new entrance will include stairs and street-level elevators connecting to the fare payment area (fare gates, fare vending machines, and an attended kiosk), an underground passageway, and a new mezzanine with stairs and elevators to the train platform. The location of the new entrance will provide a more direct connection to communities on the west side of Ballston and the new elevators will substantially increase the accessibility of the station. It will support expected development and growth around the station and provide for more even distribution of riders along the train platform, enabling more efficient loading/unloading and thus reducing the passenger experience of crowding on trains. It will also provide additional egress, potentially reducing egress times by near half, during emergencies and improve bus-to-Metrorail transfers for regional routes entering Ballston from Interstate 66.

New entrances expand the reach of transit into communities, such as Ballston West. This provides the opportunity to grow WMATA ridership in an area of the region that is already a transit-oriented community. Awarding funding now to
complete the design and construction of the project will further cement Arlington and Northern Virginia’s commitment to providing mobility options for its residents and businesses. In Ballston, high-density redevelopment with lower building parking ratios continues, following on the new commercial developments along North Glebe Road completed during the last several years. Ballston continues to grow as a regional activity center and will soon have greatly improved direct transit access from western Fairfax County, eastern Loudoun County, and Washington Dulles International Airport (IAD) with the opening of the Metrorail Silver Line Phase 2 expected later this year.

We urge the Commission to fully fund Arlington’s $4.5 million request for the Ballston-MU Metrorail Station West Entrance in the FY2023-FY2024 I-66 Commuter Choice Program and continue the Commission’s commitment to regional transit improvements and the Metrorail system.

Sincerely,

Joseph Leader

for
Paul J. Wiedefeld
General Manager and
Chief Executive Officer
At the June meeting, Legislative and Policy Committee Chair David Meyer will report from the Committee’s May 25 meeting and frame the General Assembly update remarks by NVTC’s legislative liaison. The Transit Service Delivery Advisory Committee (TSDAC) update is just a written report this month while the committee continues its deliberations with the Department of Rail and Public Transportation.

A. General Assembly Update

NVTC’s Legislative Liaison Alex Thorup, from Commonwealth Strategy Group LLC, will provide an update on the General Assembly Special Session.

B. Transit Service Delivery Advisory Committee (TSDAC) Update

The Transit Service Delivery Advisory Committee (TSDAC) has been meeting monthly over the past few months. Executive Director Kate Mattice serves as a member of TSDAC representing the Virginia Transit Association (VTA).

The Department of Rail and Public Transportation’s (DRPT) TSDAC continues their triennial revaluation of the Commonwealth’s state and operating funding allocation approach. Throughout the year, TSDAC will be convening monthly to review the MERIT Capital and Operating grant programs and the Transit Strategic Plans. Currently no official recommendations have been made by the committee to DRPT. NVTC may seek to provide formal comments at the July meeting.

During the May TSDAC meeting, DRPT staff briefed committee members on proposed changes to the Transit Strategic Plan guidelines and provided background and proposed updates to the operating assistance allocation structure. DRPT staff will return with additional operating assistance scenarios at the June TSDAC meeting. DRPT staff also revisited proposed changes to the MERIT Capital grant program, which were originally presented at the April TSDAC meeting. Proposed changes include updates to category definitions, scoring methods, two changes to the major capital projects scoring methodology, and creation of a capital discretionary set-aside for federal funding.
All TSDAC findings and recommendations will be brought to the Commonwealth Transportation Board (CTB) for approval. Prior to CTB approval, recommendations will be presented to relevant House and Senate committees.
At the June meeting, VRE CEO Rich Dalton will update the Commission on recent VRE activities. There are three VRE action items this month including two contract amendments with Keolis Rail Services Virginia, LLC for operating services and for maintenance services, as well as the issuance and sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds).

A. VRE CEO Report and Minutes

VRE CEO Rich Dalton will provide his report. The VRE CEO Report for May 2022 and the Minutes of the May 20, 2022 VRE Operations Board meeting are attached.

B. ACTION: Approve Resolution #2479: Authorize the VRE CEO to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC

As recommended by the VRE Operations Board, the Commission will be asked to approve Resolution #2479, which will authorize the VRE CEO to execute an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) in an amount of $17,797,500 for the third year of the second option period, for a total contract value not to exceed $230,588,057 through June 30, 2023. This action will authorize the third year of the final option period and continue the contracted services for management, supervision and certified locomotive engineers and conductors to operate VRE commuter rail trains for FY 2023.

The work performed under this contract includes providing certified locomotive engineers and conductors to operate VRE commuter rail trains. The contract also includes Federal Railroad Administration reporting and claims management. The year over year increase is due to a contractually mandated increase of 6.20% based on the Consumer Price Index for the fixed cost components of the contract.

The attached VRE memorandum provides more background information, including the history of the procurement and contract.
C. **ACTION: Approve Resolution #2480: Authorize the VRE CEO to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC**

As recommended by the VRE Operations Board, the Commission will be asked to approve Resolution #2480, which will authorize the VRE CEO to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) in an amount of $10,024,653 for the second year of the first option period, for a total contract value not to exceed $58,926,279 through June 30, 2023. This action will authorize the continuation of contracted services for the maintenance, inspection and repair of VRE locomotives, passenger rail cars and maintenance facilities for FY 2023.

The work performed under this contract includes daily and periodic servicing, inspection and repairs of locomotives and passenger rail cars. Life cycle maintenance and extensive rolling stock repair work are included in this contract through a task order process. In addition to locomotive and passenger rail car work, the scope of work includes inspection, maintenance and repair of facilities equipment including yard tracks and buildings. There are no material changes to the scope of work for the upcoming fiscal year.

The attached VRE memorandum provides more background information, including the history of the procurement and contract.

D. **ACTION: Approve Resolution #2481: Authorize the Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)**

As recommended by the VRE Operations Board, the Commission will be asked to approve Resolution #2481, which will authorize the issuance and sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (hereafter referred to as the “Series 2022 Bonds”). In accordance with the VRE Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE commuter rail service, with the authorization and consent of PRTC also required. As provided for in the bond documents, (i) the aggregate principal amount of the Series 2022 Bonds may not exceed $140,000,000, (ii) the true interest cost of the Series 2022 Bonds may not exceed 6.5%, and (iii) the final maturity date of the Series 2022 Bonds may not be later than December 31, 2053.

For the benefit of VRE and the Transforming Rail in Virginia (TRV) Program, the Commissions (NVTC and PRTC) have committed to issue debt secured by a pledge of the funds received from the Commuter Rail Operating and Capital (CROC) Fund (the “CROC-Backed Debt”) by no later than November 15, 2022. The net proceeds of the CROC-Backed Debt will be paid to the Virginia Passenger Rail Authority (VPRA) to assist with the purchase of rail right-of-way from CSX Transportation in support of the TRV Program.

Commissioners are encouraged to read the attached VRE memorandum which provides detailed information about the background of the bond process, a summary of the Series 2022 Bonds, an
overview of the transaction, actions being authorized, as well as the key parameters within which the sale and issuance of the bonds will occur.

Between February and April 2022, the nine VRE member jurisdictions independently and unanimously consented to the issuance of the CROC-Backed Debt, as required by the VRE Master Agreement. The attached legal opinion provides a detailed explanation why there will be no financial or legal impact to the two Commissions’ member jurisdictions. The proposed bond financing is structured to rely solely on the pledged CROC funds and to expressly disclaim any jurisdictional liability for debt service or repayment of the indebtedness in any way. The sole revenue source for the debt repayment is the CROC fund, subject to appropriation by the General Assembly.

**Bond Documents**

A series of documents that reflect the key legal and financial parameters of the proposed issuance and sale of the Series 2022 Bonds will accompany the bond authorization resolutions for each Commission. Copies of the documents are included as attachments with this recommendation. A description of each document is provided in the attached VRE memorandum. The list of attachments are as follows:

1. Master Indenture of Trust
2. First Supplemental Series Indenture of Trust
3. Bond Purchase Agreement (BPA)
4. Preliminary Official Statement (POS)
5. Continuing Disclosure Agreement (CDA)
6. Assignment and Payment Agreement (APA)
7. VRE Green Bond Framework
8. Kestral Green Bond Closing Package
9. VRE-VPRA Payment and Use Agreement
### Members Present

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<thead>
<tr>
<th>Name</th>
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<tr>
<td><em>Walter Alcorn (NVTC)</em></td>
<td>Fairfax County</td>
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<td><em>Sarah Bagley (NVTC)</em></td>
<td>City of Alexandria</td>
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<td><em>Preston Banks (PRTC)</em></td>
<td>City of Manassas Park</td>
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<td><em>Meg Bohmke (PRTC) ♦</em></td>
<td>Stafford County</td>
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<td><em>Margaret Franklin (PRTC)</em></td>
<td>Prince William County</td>
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<td><em>Libby Garvey (NVTC) ♦</em></td>
<td>Arlington County</td>
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<td><em>Monica Gary (PRTC)</em></td>
<td>Stafford County</td>
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<td><em>Lori Hayes (PRTC)</em></td>
<td>Spotsylvania County</td>
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<td><em>Matt Kelly (PRTC)</em></td>
<td>City of Fredericksburg</td>
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<td><em>Michael McLaughlin (VPRA)</em></td>
<td>Commonwealth of Virginia</td>
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<td><em>Daniel G. Storck (NVTC)</em></td>
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<td><em>James Walkinshaw (NVTC)</em></td>
<td>Fairfax County</td>
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### Members Absent

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<tr>
<td>Andrea Bailey (PRTC)</td>
<td>Prince William County</td>
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<td>Jeanine Lawson (PRTC)</td>
<td>Prince William County</td>
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<tr>
<td>Ralph Smith (PRTC)</td>
<td>City of Manassas</td>
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### Alternates Present

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<td>Canek Aguirre (NVTC)</td>
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<td>Victor Angry (PRTC)</td>
<td>Prince William County</td>
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<td>Katie Cristol (NVTC)</td>
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<td>Jason Graham (PRTC)</td>
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<td>Jeffrey C. McKay (NVTC)</td>
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<td>Alanna Mensing (PRTC)</td>
<td>City of Manassas Park</td>
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<td>Pam Sebesky (PRTC)</td>
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<td>Emily Stock (DRPT)</td>
<td>Commonwealth of Virginia</td>
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<td>Ann Wheeler (PRTC)</td>
<td>Prince William County</td>
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<td>Pamela Yeung (PRTC)</td>
<td>Stafford County</td>
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*Voting Member

**Indicates arrival/departure following the commencement of the Operations Board Meeting. Notation of exact arrival/departure time is included in the body of the minutes.

♦ Indicates Member participated remotely
Chair Franklin called the meeting to order at 9:07 a.m. The Pledge of Allegiance and Roll Call followed.

Chair Franklin informed the Members present that Members Bohmke and Garvey had requested remote participation. Mr. Kelly moved, with a second by Mr. Alcorn, to approve remote participation for both. The vote in favor was cast by Members Alcorn, Bagley, Banks, Franklin, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

**Safety Briefing – 3**

Rich Dalton briefed attendees on safety procedures and assigned specific tasks to qualified staff members in case of an emergency.

**Approval of the Agenda – 4**

Mr. Kelly moved, with a second by Ms. Hayes, to approve the agenda as presented. There was no discussion on the motion. The vote in favor was cast by Members Alcorn, Bagley, Banks, Franklin, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

**Approval of the Minutes of the April 22, 2022, VRE Operations Board Meeting – 5**

Ms. Hayes moved, with a second by Mr. Alcorn, to approve the Minutes from the April 22, 2022, VRE Operations Board meeting. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

**Chairman’s Comments – 6**

The Chair stated there would a Bylaws Committee meeting following the Operations Board meeting and that there will be a Finance Committee meeting after the June Operations Board meeting.

Chair Franklin announced that there would be a VRE 30th Anniversary luncheon after the July Operations Board meeting and asked Members to save the date.

**Chief Executive Officer’s Report – 7**

Mr. Dalton briefed the Operations Board on the following items of interest:

- Safety
- Performance
- Ridership Recovery
- Manassas Line Maintenance
- New Staff Introductions
Public Comment Time – 8

The Chair opened the floor for public comment time; there were no comments received. Chair Franklin inquired if any electronic comments had been received. The Clerk read comments that had been submitted and are attached to these minutes.

Action Items – 9

Recommend Authorization to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail – 9A

Mr. Walkinshaw moved, with a second by Ms. Bagley, to recommend the Commissions authorize the CEO to execute an amendment for the second year of the first option period of the contract for maintenance services for commuter rail. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Recommend Authorization to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail – 9B

Mr. Banks moved, with a second by Mr. Alcorn, to recommend the Commissions authorize the CEO to execute an amendment for the third year of the second option period of the contract for operating services for commuter rail. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Recommend Authorization of the Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) – 9C

Mr. Walkinshaw moved, with a second by Ms. Bagley, to recommend the Commissions authorize the issuance and sale of Transportation District Special Obligation Revenue Bonds, Series 2022. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Authorization to Issue a GPC Task Order for Phase I of the System Plan 2050 Update – 9D

Mr. Alcorn moved, with a second by Mr. Kelly, to authorize the CEO to issue a General Planning Consulting Services Task Order for Phase I of the System Plan 2050 Update. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Authorization to Issue a GEC VIII Task Order for Engineering Support for the Franconia-Springfield Station Improvements Project – 9E

Mr. Banks moved, with a second by Mr. Kelly, to authorize the CEO to issue a General Engineering Consulting Services VIII Task Order for engineering support for the Franconia-Springfield Station Improvements Project. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Authorization to Amend Contracts for the Delivery of Diesel Fuel for VRE Locomotives – 9F

Mr. Banks moved, with a second by Mr. Kelly, to authorize the CEO to amend the contracts for delivery of diesel fuel for VRE Locomotives. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.
Authorization to Provide a Letter of Support to the Virginia Passenger Rail Authority for a USDOT Multimodal Project Discretionary Grant Opportunity for Design and Construction of the Long Bridge Capacity Expansion Project – 9G

Mr. Kelly moved, with a second by Ms. Hayes, to authorize the CEO to provide a letter of support to VPRA for a USDOT Multimodal Project Discretionary Grant Opportunity for design and construction of the Long Bridge Capacity Expansion Project. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Authorization to Provide a Letter of Support for Spotsylvania County’s FY 2022 RAISE Grant Application for the I-95 Exit 126/U.S. Route 1 Revitalization Project – 9H

Ms. Hayes moved, with a second by Mr. Kelly, to authorize the CEO to provide a letter of support to Spotsylvania County’s FY 2022 RAISE Grant application for the I-95 Exit 126/U.S. Route 1 Revitalization Project. The vote in favor was cast by Members Alcorn, Bagley, Banks, Bohmke, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Information Items – 10

Spending Authority Report – 10A

In April 2022, VRE made the following purchases greater than $50,000 but less than $100,000:

▪ On April 14, 2022, VRE issued a Purchase Order in the amount of $89,200 to Power Rail Distribution for the purchase of three locomotive turbochargers and related components.

▪ On April 20, 2022, VRE issued a Task Order in the amount of $141,461 to NVE, Inc. under the Maintenance Services for VRE Facilities contract to replace the light poles and light fixtures at the Burke Centre and Manassas Park stations.

Chair Franklin asked if Members had any other business, of which there was none.

[Ms. Bohmke disconnected from remote participation.]

Ms. Gary moved, with a second by Mr. Garvey, to adjourn the meeting. The vote in favor was cast by Members Alcorn, Bagley, Banks, Franklin, Garvey, Gary, Hayes, Kelly, McLaughlin, Storck, and Walkinshaw.

Approved this 17th day of June 2022.

_____________________________
Margaret Franklin
Chair

_____________________________
Sarah Bagley
Secretary

CERTIFICATION
This certification hereby acknowledges the minutes for the May 20, 2022, Virginia Railway Express Operations Board Meeting have been recorded to the best of my ability.

Lezlie M. Lamb
CEO REPORT
MAY 2022
The Virginia Railway Express, a joint project of the Northern Virginia Transportation Commission and the Potomac Rappahannock Transportation Commission, will provide safe, cost-effective, accessible, reliable, convenient, and customer responsive commuter-oriented rail passenger service. VRE contributes to the economic vitality of its member jurisdictions as an integral part of a balanced, intermodal regional transportation system.
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**CEO REPORT I MAY 2022**

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<td>Commuter Rail Operating and Capital (C-ROC) Fund Quarterly Report</td>
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<td>16</td>
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<tr>
<td>Capital Projects Updates</td>
<td>17</td>
</tr>
</tbody>
</table>
PERFORMANCE AT A GLANCE

PARKING UTILIZATION
The total number of parking spaces used in the VRE system during the month, divided by the total number of parking spaces available.

AVERAGE DAILY RIDERSHIP
The average number of boardings each operating day inclusive of Amtrak Step-Up boardings and reduced, “S” schedule, service.
Same month, previous year: 1,498

ON-TIME PERFORMANCE
Percent of trains arriving at their destination within 5 minutes of the schedule.
Same month, previous year: 93%

SYSTEM CAPACITY
The percent of peak hour train seats occupied. The calculation excludes reverse flow and non-peak hour trains.

OPERATING RATIO
Year-to-date operating revenues divided by year-to-date operating expenses, which represents the share of operating costs paid by the riders.
Board-approved goal: 52%

April 2022
ON-TIME PERFORMANCE

OUR RECORD

<table>
<thead>
<tr>
<th></th>
<th>April 2022</th>
<th>March 2022</th>
<th>April 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manassas Line</td>
<td>86%</td>
<td>92%</td>
<td>93%</td>
</tr>
<tr>
<td>Fredericksburg Line</td>
<td>96%</td>
<td>94%</td>
<td>93%</td>
</tr>
<tr>
<td>Systemwide</td>
<td>91%</td>
<td>93%</td>
<td>93%</td>
</tr>
</tbody>
</table>

PRIMARY REASON FOR DELAY

VRE operated 672 trains in April. The on-time rate for April was 91 percent.

Sixty-one trains arrived more than 5 minutes late to their final destinations. Of those late trains, 46 were on the Manassas Line (75 percent), and 15 were on the Fredericksburg Line (25 percent).

Train interference, once again, was the leading cause for delay. Several isolated issues – such as track work, medical/police intervention, and speed restrictions – increased delays in the “Other” category.

*Includes trains that were delayed due to operational testing and passenger handling.

LATE TRAINS

<table>
<thead>
<tr>
<th></th>
<th>System Wide</th>
<th>Fredericksburg Line</th>
<th>Manassas Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total late trains</td>
<td>31</td>
<td>51</td>
<td>61</td>
</tr>
<tr>
<td>Average minutes late</td>
<td>12</td>
<td>13</td>
<td>15</td>
</tr>
<tr>
<td>Number over 30 minutes</td>
<td>2</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Heat restrictions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>
ON-TIME PERFORMANCE

VRE SYSTEM

FREDERICKSBURG LINE

MANASSAS LINE
AVERAGE DAILY RIDERSHIP

VRE SYSTEM

FREDERICKSBURG LINE

MANASSAS LINE
RIDERSHIP UPDATES

Average daily ridership in April was 4,366. There were 21 service days.

Ridership in April continued to climb as the return to the office ramps up.

<table>
<thead>
<tr>
<th></th>
<th>April 2022</th>
<th>March 2022</th>
<th>April 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Ridership</td>
<td>91,682</td>
<td>89,455</td>
<td>32,956</td>
</tr>
<tr>
<td>Average Daily Ridership</td>
<td>4,366</td>
<td>3,889</td>
<td>1,498</td>
</tr>
<tr>
<td>Full Service Days</td>
<td>21</td>
<td>23</td>
<td>0</td>
</tr>
<tr>
<td>“S” Service Days</td>
<td>0</td>
<td>0</td>
<td>22</td>
</tr>
</tbody>
</table>

SUMMONSES ISSUED

VRE SYSTEM

SUMMONSES WAIVED OUTSIDE OF COURT

MONTHLY SUMMONSES COURT ACTION

**Reason for Dismissal** | **Occurrences**
-------------------------|----------------
Passenger showed proof of a monthly ticket | 0
One-time courtesy | 0
Per the request of the conductor | 0
Defective ticket | 0
Per ops manager | 0
Unique circumstances | 0
Insufficient information | 0
Lost and found ticket | 0
Other | 0
Total Waived | 0

**Due to the COVID-19 pandemic there was no court action in April**
TRAIN UTILIZATION

FREDERICKSBURG LINE

MANASSAS LINE
PARKING UTILIZATION

FREDERICKSBURG LINE

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Spaces</th>
<th>Number in Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spotsylvania</td>
<td>1500</td>
<td>250</td>
</tr>
<tr>
<td>Fredericksburg</td>
<td>1250</td>
<td>500</td>
</tr>
<tr>
<td>Leeland Road</td>
<td>1000</td>
<td>750</td>
</tr>
<tr>
<td>Brooke</td>
<td>750</td>
<td>1000</td>
</tr>
<tr>
<td>Quantico</td>
<td>500</td>
<td>1250</td>
</tr>
<tr>
<td>Rippon</td>
<td>250</td>
<td>1500</td>
</tr>
<tr>
<td>Woodbridge</td>
<td>0</td>
<td>1250</td>
</tr>
<tr>
<td>Lorton</td>
<td>0</td>
<td>1000</td>
</tr>
</tbody>
</table>

MANASSAS LINE

<table>
<thead>
<tr>
<th>Location</th>
<th>Number of Spaces</th>
<th>Number in Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Broad Run</td>
<td>1500</td>
<td>250</td>
</tr>
<tr>
<td>Manassas</td>
<td>1250</td>
<td>500</td>
</tr>
<tr>
<td>Manassas Park</td>
<td>1000</td>
<td>750</td>
</tr>
<tr>
<td>Burke Centre</td>
<td>750</td>
<td>1000</td>
</tr>
<tr>
<td>Rolling Road</td>
<td>500</td>
<td>1250</td>
</tr>
<tr>
<td>Backlick Road</td>
<td>250</td>
<td>1500</td>
</tr>
</tbody>
</table>
FINANCIAL REPORT – MARCH 2022

Fare revenue through the first three quarters of FY 2022 (March 2022) is approximately $1.1 million below the amended budget (an unfavorable variance of -13%) and is 30% above the same period in FY 2021.

The coronavirus (COVID-19) pandemic continues to have a significant negative impact on VRE ridership. Ridership has remained well below pre-pandemic levels during the first nine months of FY 2022, with average daily ridership of 2,083 in January, 2,785 in February and 3,889 in March, as compared to average daily ridership of 18,692 in February 2020 (the last full month not affected by the pandemic). We expect to report significant ridership and revenue impacts related to the pandemic throughout the remainder of FY 2022 and beyond.

The operating ratio through the end of March 2022 is 12%, which is below VRE’s amended budgeted operating ratio of 13% for the full twelve months of the fiscal year. VRE is normally required to budget a minimum operating ratio of 50%, but this requirement has been waived for FY 2022 because of the pandemic.

A summary of the FY 2022 financial results through March follows, including information on major revenue and expense categories. Please note that these figures are preliminary and unaudited.

<table>
<thead>
<tr>
<th>FY 2022 Operating Budget Report</th>
<th>Month Ended March 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CURR. MO. ACTUAL</td>
</tr>
<tr>
<td>Operating Revenue</td>
<td></td>
</tr>
<tr>
<td>Passenger Ticket Revenue</td>
<td>1,099,266</td>
</tr>
<tr>
<td>Other Operating Revenue</td>
<td>-</td>
</tr>
<tr>
<td>Subtotal Operating Revenue</td>
<td>1,099,266</td>
</tr>
<tr>
<td>Jurisdictional Subsidy (1)</td>
<td>-</td>
</tr>
<tr>
<td>Federal/State/Other Jurisdictional Subsidy</td>
<td>1,585,122</td>
</tr>
<tr>
<td>Appropriation from Reserve/Other Income</td>
<td>3,803,728</td>
</tr>
<tr>
<td>Interest income</td>
<td>19,154</td>
</tr>
<tr>
<td>Total Operating Revenue</td>
<td>6,417,270</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td></td>
</tr>
<tr>
<td>Departmental Operating Expenses</td>
<td>6,014,915</td>
</tr>
<tr>
<td>Debt Service</td>
<td>518,516</td>
</tr>
<tr>
<td>Other Non-Departmental Expenses</td>
<td>-</td>
</tr>
<tr>
<td>Total Operating Expenses</td>
<td>6,533,431</td>
</tr>
</tbody>
</table>

| Net income (loss) from Operations | -116,161       | -13,257            | -1,318,348 | 237,630    | (1,555,977)   | -              |                   |

| Operating Ratio                  | 12%            | 13%                |
|                                  | Budgeted Goal  | Goal               |
|                                  | 12%            | 50%                |

(1) Total jurisdictional subsidy is $4,756,658. Portion shown as budgeted and actual are attributed to Operating Fund only.
### VRE Investment Portfolio
As of March 31, 2022

<table>
<thead>
<tr>
<th>Investment Type</th>
<th>Institution</th>
<th>Amount</th>
<th>Comments</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking Account</td>
<td>PNC</td>
<td>$ 4,497,283</td>
<td>Operating checking account</td>
<td>0.00%</td>
</tr>
<tr>
<td>LGIP (Local Government Investment Pool)</td>
<td>LGIP</td>
<td>$ 37,949,841</td>
<td>Operating and capital reserve</td>
<td>0.24%</td>
</tr>
<tr>
<td>LGIP (Local Government Investment Pool)</td>
<td>LGIP</td>
<td>$ 2,531,839</td>
<td>Proceeds from Woodbridge K&amp;R Lot &amp; RRIF CRP</td>
<td>0.24%</td>
</tr>
<tr>
<td>LGIP (Local Government Investment Pool)</td>
<td>LGIP</td>
<td>$ 56,787</td>
<td>Revolving account for small liability claims</td>
<td>0.24%</td>
</tr>
<tr>
<td>LGIP (Local Government Investment Pool)</td>
<td>LGIP</td>
<td>$ 52,997,035</td>
<td>Commuter Rail Operating and Capital (C-ROC) Fund</td>
<td>0.24%</td>
</tr>
<tr>
<td>VRA Debt Service Reserve Fund</td>
<td>U.S. BANK</td>
<td>$ 1,987,478</td>
<td>VRA Bond Payable - Debt service reserve fund</td>
<td>Var. Rate</td>
</tr>
<tr>
<td>Insurance Trust Fund</td>
<td>DRM</td>
<td>$ 10,062,394</td>
<td>Minimum required balance of $10 million</td>
<td>0.23%</td>
</tr>
</tbody>
</table>

**Total portfolio**: $110,002,658

**Notes:**
- PNC contract allows for earnings credit of 0.35% on average monthly balance as an offset to banking service costs. Earnings credit through March was 0.14%.
- LGIP account earnings calculated based on the monthly average balance.
- VRA Debt Service Reserve interest earnings are at multiple variable rates applicable to individual investments held by the money market fund.
- Insurance trust fund rate based on interest earned through three quarters and annualized to the full fiscal year.

**Percentage of portfolio:**
- Checking - PNC: 4.1%
- LGIP: 85.0%
- VRA Debt Service Reserve: 1.8%
- Insurance trust fund: 9.1%
Background

Dedicated C-ROC funding for VRE began on July 1, 2018. The C-ROC Fund receives $15 million annually ($1.25 million monthly) from fuel taxes collected in the NVTC and PRTC regions. C-ROC funds are received from the Department of Motor Vehicles (DMV) and are held by NVTC for VRE in a separate account, in accordance with §33.2-1525.A of the Code of Virginia. The VRE Operations Board and Commissions approve the projects that are to be funded in whole or in part by the C-ROC, and VRE provides a quarterly report on the C-ROC Fund, including disbursements received, amounts expended, the purpose of the expenditures, and investment and interest earnings.

C-ROC Fund as of March 31, 2022

A summary of the C-ROC Fund through the third quarter of FY 2022 is presented below. Due to lags in the determination of total fuel tax revenue by DMV and the transfer of funds from DMV to NVTC/VRE, total C-ROC funds received may be less than total funds earned.

<table>
<thead>
<tr>
<th>Period</th>
<th>Funds Earned</th>
<th>Funds Received</th>
<th>Interest Earned</th>
<th>Expenditures</th>
<th>C-ROC Account Balance (LGIP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2022 (Jul-Mar)</td>
<td>$11,250,000</td>
<td>$7,500,000</td>
<td>$35,699</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Life to Date (sum of all periods)</td>
<td>$56,250,000</td>
<td>$52,500,000</td>
<td>$497,035</td>
<td>$0</td>
<td>$52,997,035</td>
</tr>
</tbody>
</table>

The VRE Operations Board and the Commissions have approved the commitment of $45 million in CROC funding to key capital projects – $30 million for the L’Enfant Station and Fourth Track project and $15 million for the Crystal City Station Improvements project. This commitment reflects three years of projected C-ROC funding (FY 2019 through FY 2021), and expenditures will be reflected above when construction commences on these projects.

VRE has also committed to using C-ROC funds to support the Transforming Rail in Virginia (TRV) program. A Funding Agreement was executed in March 2021 between the Commissions and the Virginia Passenger Rail Authority which includes provisions for the Commissions to fund a portion of the TRV Program’s “Planned Improvements” as well as the purchase of real property for right-of-way acquired by the Commonwealth from CSX Transportation (CSXT). The Commissions will utilize C-ROC funds for both a debt issuance and on a pay-as-you-go (PAYGO) basis as the source of the funding commitment. Sale and issuance of the CROC-backed debt is expected in the second half of FY 2022.
FY 2022 YEAR-END FINANCIAL FORECAST

Each quarter, the VRE Operations Board receives a summary of year-to-date operating revenues and expenses relative to budget. At the midpoint of the fiscal year, an amended budget is prepared for Operations Board approval based on actual results as of that date. This FY 2022 year-end forecast of revenues and expenses is based on the amended budget approved by the Operations Board in December 2021.

Based on revenues and expenses to date, as well as projected activity over the final three months of the fiscal year, the net operating position for FY 2022 is forecasted at $0.0 million (i.e., no surplus or deficit). This includes projections based upon the effects of the COVID-19 pandemic on VRE and the projected use of Federal pandemic relief funds to replace lost passenger revenues. The primary drivers of the forecasted year-end variance are described below.

**Total Revenues – $4.8 million negative variance**

- Fare Revenue for FY 2022 is forecast at $10.0 million, approximately $0.8 million (or 8%) below the amended budget level. Ridership continues to be negatively affected by the COVID-19 pandemic and the delayed return to the office of many employees, particularly at federal agencies. However, ridership has been growing steadily in the spring of 2022, and fare revenue was over $1 million in March, a positive indicator for the remaining three months.

- Federal and State Revenue is forecast to be above budget by $8.1 million or 30%, as a result of additional one-time state operating assistance that is being provided by DRPT. This additional assistance will offset planned draws from VRE’s CARES Act funding.

- Federal Relief Fund Revenue (CARES Act) and Other Revenues (which includes leases, advertising, interest on investments, and other internal and external non-fare sources) are projected to be below budget by $12.1 million or 25%. Interest earnings are below budget due to lower interest rates, and advertising and lease revenues are also under budget for the year as a result of the pandemic. However, the variance is primarily due to lower than budgeted CARES Act relief funding, which in turn is due to (a) additional state operating assistance and (b) lower than budgeted operating expenses.

**Total Expenses – $4.8 million positive variance**

- Total expenses for FY 2022 – including liability and property insurance (categorized as a Non-Operating expense) and existing Debt Service – are forecast to be $4.8 million below budget at year end. With the continued slow recovery of ridership, VRE departments have been monitoring expenses closely and deferring non-critical activities in order to slow the required drawdown of federal pandemic relief funds.

- Two areas where expenditures have most significantly exceeded expectations are outside of VRE control, however – winter weather and diesel fuel prices. Facilities Maintenance is forecast to finish the year above budget by approximately $0.3 million due primarily to higher custodial and snow removal costs, as well as additional expenses for office maintenance. Diesel fuel costs have also increased substantially as the year has progressed due to both domestic and international market effects. Diesel fuel is forecast to finish the approximately $0.5 million above the already amended budget level.
• Most other operating areas within VRE are forecast to finish the year below budget. In particular, Amtrak access fees should end below budget by approximately $0.8 million as a result of additional federal aid to Amtrak offsetting costs allocated to VRE; Information Technology is projected at $0.5 million below budget due to reduced purchases of software and hardware (in part due to supply disruptions); and Maintenance of Equipment by Keolis is forecast to finish at $0.6 million below budget due to reduced task order repairs, lower incentive payments, and positions that were not filled.

As noted during the adoption of the FY 2023 budget, VRE has sufficient federal pandemic relief funds to backfill continued reductions in passenger fare revenues during FY 2023 and ensure that there is no operating deficit at year end. These funds are available not only from the CARES Act, but also from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan Act (ARPA).

The chart below summarizes actual to budget data by major category:

<table>
<thead>
<tr>
<th>FY22 Year End Operating Budget Projection (in millions)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>Fare Revenue</td>
</tr>
<tr>
<td>Local Subsidy*</td>
</tr>
<tr>
<td>Fed/State Revenue</td>
</tr>
<tr>
<td>Fed Relief Funds/Other Rev.</td>
</tr>
<tr>
<td>Total Revenue</td>
</tr>
<tr>
<td>Operating Expenses</td>
</tr>
<tr>
<td>Non-Operating Expenses</td>
</tr>
<tr>
<td>Debt Service</td>
</tr>
<tr>
<td>Contribution to Op. Reserve</td>
</tr>
<tr>
<td>Total Expenses</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
</tr>
</tbody>
</table>

(1) Total jurisdictional subsidy is $4,756,858. Portion shown as budgeted and actual are attributed to Operating Fund only.
FACILITIES UPDATE

The following is a status update of VRE facilities projects.

Completed projects:

1. Installation of VRE station-themed wall graphics in Alexandria headquarters elevator lobby
2. Installation of air purifiers at Alexandria headquarters
3. Replacement of existing yard lighting with LED lighting at Crossroads MASF and Broad Run MASF
4. Issuance of purchase order for waste and recycling receptacles for platforms at various stations
5. Installation of additional bicycle parking at various stations

Projects scheduled to be completed this quarter:

1. Replacement of existing platform and canopy lighting with LED lighting at Manassas Park station
2. Replacement of windscreen plexiglass panels at Rippon station
3. Installation of air purifiers at Fredericksburg office, Crossroads MASF and Broad Run MASF buildings
4. Fabrication of pathfinder signage for Fredericksburg and Spotsylvania stations, for subsequent installation by VDOT

Projects scheduled to be initiated this quarter:

1. Minor repair of concrete at Alexandria station
2. Replacement of roof over King Street stairwell at Alexandria station
3. Minor repair of structural concrete at Woodbridge station parking garage, pending permit issuance
4. Modernization of east elevator at Woodbridge station
5. Replacement of existing lighting with LED lighting at Fredericksburg Lot G
6. Replacement of fluorescent lighting with LED lighting at Fredericksburg office
7. Repair of platform sealer delamination at Spotsylvania station
8. Repair of concrete stairs at Burke Centre station
9. Replacement of existing lighting with LED lighting at Manassas station parking garage
10. Painting of Crystal City, Alexandria, Rippon, Leeland Road, Backlick Road, and Burke Centre stations
Ongoing projects:

1. Procurement of construction contract for L’Enfant Station Waiting Area, pending permit issuance
2. Overhaul of emergency generators at Woodbridge and Manassas stations, Alexandria headquarters and Fredericksburg office
3. Minor repair of bridge structural concrete at Rippon and Brooke stations
4. Construction and installation of temporary timber pedestrian crossings at Backlick Road, Rolling Road, Burke Centre and Manassas Park stations, to accommodate Norfolk Southern track maintenance

UPCOMING PROCUREMENTS

1. Renewal of locomotive head end power engine systems
2. Program management consulting services
3. Modernization of VRE Woodbridge Station east elevator
4. Forklift trucks
5. Passenger car wheelchair lift assemblies
6. Purchase of LED light fixtures
7. Variable Messaging System replacement
8. Tactile strip replacements
9. Construction Manager / General Contractor for the Alexandria Station improvements project
10. Broad Run and Crossroads security camera system power and network infrastructure upgrade
11. Station security camera upgrade
<table>
<thead>
<tr>
<th>Project Name</th>
<th>Project Description</th>
<th>Current Phase</th>
<th>Budget</th>
<th>Project Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alexandria Station Improvements</td>
<td>Passenger safety will be improved by replacing an at-grade pedestrian track crossing with elevators to connect the two platforms. The elevators and the current and proposed stairs, will connect to the existing tunnel between the two platforms. Adjustments to platform elevation will eliminate the need for step-boxes to access VRE and Amtrak trains. The center platform will be widened and lengthened to accommodate trains on both tracks.</td>
<td>Final Design</td>
<td>$30,975,014.00</td>
<td>Permit coordination ongoing with the City of Alexandria. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td>Broad Run Expansion</td>
<td>To accommodate forecasted ridership growth and increase service reliability, improvements are needed at both the Maintenance and Storage Facility (MSF) and station. An enlarged MSF can store longer trains and additional equipment. That requires shifting the existing platform and adding a pedestrian tunnel between the platform and existing and proposed parking lots. A second, 600-space lot and third main track will be constructed.</td>
<td>Final Design</td>
<td>$137,230,000.00</td>
<td>30% redesign continues. Fieldwork progressing. Geotechnical borings ongoing (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td>Brooke Station Improvements</td>
<td>Design and construction of a platform extension up to 700 feet to accommodate full-length VRE trains.</td>
<td>Development</td>
<td>$9,284,208.00</td>
<td>VRE has reengaged this project and returned it to the CIP Budget for future years. Project schedule updates pending input from various stakeholders. (Mar. &amp; Apr. 2022)</td>
</tr>
<tr>
<td>Crossroads MSF - Storage Expansion, Short-term</td>
<td>The project constructs additional storage tracks at the Crossroads Maintenance and Storage Facility (MSF) adjacent to the existing facility.</td>
<td>Development</td>
<td>$8,365,765.00</td>
<td>SMART SCALE funding for this project is allocated in FY 2022 and 2023. A funding agreement is pending. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td>Crystal City Station Improvements</td>
<td>Improved station access and service reliability will result from a new station. The platform at the relocated station will allow for the simultaneous boarding of two full-length trains. The station's design will accommodate a future pedestrian/bicycle connection between the station and the airport.</td>
<td>Development</td>
<td>$50,114,624.00</td>
<td>Stakeholder coordination continues for the implementation of the phased design and construction approach (May 2022) Met with CC2DCA to discuss station details and how their alternative 7D would interact with our design. (Apr. 2022)</td>
</tr>
<tr>
<td>Facilities Design Guidelines Update</td>
<td>Update to the 2019 VRE Facility Design Guidelines.</td>
<td>Final Design</td>
<td>$80,000.00</td>
<td>Reviewing consultant’s initial draft of Guidelines text. Drawing updates anticipated back later this month (May 2022) Comments on draft drawing sent to HDR to address in next update (Apr. 2022).</td>
</tr>
<tr>
<td>Franconia-Springfield Station Improvements</td>
<td>Extended platforms will be able to accommodate eight-car trains, eliminating the need for passengers near the rear to move to a different railcar when disembarking. Enhanced passenger safety and reduced station dwell times will result. The longer platforms will increase operational flexibility and capacity. The design will allow for a future third mainline track.</td>
<td>Final Design</td>
<td>$13,000,000.00</td>
<td>In process of issuing a task order to design a pedestrian tunnel. (Apr. &amp; May 2022)</td>
</tr>
</tbody>
</table>

- continued next page -
**CAPITAL PROJECTS UPDATE**

<table>
<thead>
<tr>
<th>Project Name</th>
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<tr>
<td><strong>Fredericksburg Station Rehabilitation</strong></td>
<td>The rehabilitation of platforms, stairs and bridges will improve passenger safety and better accommodate the boarding and disembarking of riders from VRE and Amtrak trains. New stairs will allow passengers to move between the platform and a parking lot without crossing the street at grade level. New signage, sidewalks, lighting and paint are included, as is installation of a low-clearance warning sign to a bridge that has experienced numerous vehicle strikes.</td>
<td>Final Design</td>
<td>$3,000,000.00</td>
<td>Invitation for bids package complete; agreements finalized. (May 2022) Invitation for bids package complete; finalizing agreements. (Apr. 2022)</td>
</tr>
<tr>
<td><strong>HQ Office Renovations</strong></td>
<td>The project will improve employee safety and security and maximize workspace efficiency at VRE Headquarters, and will include modifications to kitchen, supply room, mail room, bathroom/shower, office and cubicle areas in the north and south wings. The east wing will be modified to include additional offices.</td>
<td>Construction</td>
<td>$250,000.00</td>
<td>Elevator lobby wall graphics installed (May 2022) Replacement of existing light fixtures with new LED light fixtures completed (Apr. 2022)</td>
</tr>
<tr>
<td><strong>Leeland Road Parking Improvements</strong></td>
<td>This project will expand the surface parking lot at the Leeland Road station by approximately 225 spaces to accommodate future demand.</td>
<td>Development</td>
<td>$5,519,178.00</td>
<td>The project is funded through Virginia SMART SCALE. Funding is allocated for FY20 and 22. A funding agreement is pending. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td><strong>Leeland Road Station Improvements</strong></td>
<td>Design and construction of a platform extension to accommodate full-length VRE trains.</td>
<td>Development</td>
<td>$6,736,091.00</td>
<td>VRE has reengaged this project and returned it to the CIP budget for future years. Project schedule updates pending input from various stakeholders. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td><strong>L'Enfant Station Waiting Area</strong></td>
<td>The existing platform at the L'Enfant station experiences overcrowding during the evening service period. The proposed project will create an additional paved area behind the existing platform, currently landscaped with shrubs and grass, for riders to wait for trains or to bypass riders waiting on the platform.</td>
<td>Final Design</td>
<td>$350,000.00</td>
<td>Consultant preparing response to minor review comments from District DOEE (May 2022) Paid plan review fees for District DOE sediment control and stormwater permit applications. (Apr. 2022)</td>
</tr>
<tr>
<td><strong>L'Enfant Track and Station Improvements</strong></td>
<td>Expansion of the VRE L'Enfant Station to provide two platform edges and serve full-length trains. Add a new mainline track between LE and VA interlockings.</td>
<td>Development</td>
<td>$79,980,000.00</td>
<td>A property boundary and topographical survey is underway. Alternatives analysis and concept design to define a preferred alternative initiated. (Apr. &amp; May 2022)</td>
</tr>
</tbody>
</table>

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<tr>
<td>Lifecycle Overhaul and Upgrade (LOU) Facility</td>
<td>Featuring 33,000 square feet of maintenance space, the LOU will allow VRE to cost-effectively maintain rolling stock, as well as systems and components, in a state of good repair. It will optimize maintenance and reduce costs by allowing the in-house replacement of items before they fail. The LOU will house two tracks that can hold up to four cars at one time and be equipped with a drop table and wheel truing machine. To maintain storage capacity within Crossroads Yard, three new tracks are being constructed to provide enhanced flexibility to our operations crews for train movements and storage.</td>
<td>Construction</td>
<td>$52,183,632.00</td>
<td>Installation of sub-floor utilities continues with concrete placement for the 38,000sf shop floor anticipated to begin in June. (May 2022) Subgrade concrete work on drop table through pit and stairs along with wheel truing machine pit nearing completion. Site permit amendment approval expected within weeks. (Apr. 2022)</td>
</tr>
<tr>
<td>Manassas Park Parking Expansion</td>
<td>A new garage will nearly double the 600 spaces currently available in the existing surface lot. A pedestrian bridge will provide grade-separated access to the existing platform and lot. The VRE station and garage are an integral part of the City Center Redevelopment District, the proposed transit-accessible high-density mixed-use town center of Manassas Park.</td>
<td>Final Design</td>
<td>$25,983,000.00</td>
<td>Site plan second submission made to the city. Building plan review comments being address (May 2022) Site plan second submission made to the city. Building plan review initiated (Apr. 2022)</td>
</tr>
<tr>
<td>Manassas Station Improvements</td>
<td>The project expands the VRE Manassas Station platform to serve full length trains and enhances pedestrian access to the station. Alternatives to increase the platform length to enable boarding and alighting from all passenger cars will be evaluated.</td>
<td>Development</td>
<td>$9,125,000.00</td>
<td>This project is funded with I-66 OTB funding. Initiation of project planning pending completion of a Force Account Addendum with Norfolk Southern Railway. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td>New York Avenue Midday Storage Facility</td>
<td>This new facility will store trains currently located in Amtrak’s Ivy City coach yard, as Amtrak now has need for the storage tracks. The New York Avenue site, which is proximate to Washington Union Station, will be able to accommodate additional VRE trains.</td>
<td>Development</td>
<td>$89,666,508.00</td>
<td>Coordination continues with Amtrak to establish design support agreement (May 2022) Amtrak permit renewal received which includes expanded areas of survey in Ivy City Coach Yard (Apr. 2022)</td>
</tr>
<tr>
<td>Potomac Shores Station</td>
<td>This new station, in a master-planned community in Prince William County, is being funded, designed, and constructed by the developer of Potomac Shores in consultation with VRE and other stakeholders. The station will be just a short walk from the town center. A new side platform will be constructed which is designed to be converted into an island platform in the future when the 3rd track is added to corridor operations.</td>
<td>Final Design</td>
<td>-</td>
<td>VPRRA, CSX and VRE comments being incorporated into 100% plans for final review cycle. Geotech concerns and excess spoil locations being coordinated. (May 2022) CSX and VRE comments being incorporated into final 100% plans for final construction docs for final review/comments cycle (Apr. 2022)</td>
</tr>
</tbody>
</table>
## CAPITAL PROJECTS UPDATE

<table>
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<tr>
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<tr>
<td>Quantico Station Improvements</td>
<td>Service and safety will be enhanced through the construction of a new center platform, ADA-compliant pedestrian bridges, existing platform extension, and third track. These improvements will allow the station to accommodate additional passengers and more frequent and longer trains and operations flexibility with three boardable platform edges.</td>
<td>Construction</td>
<td>$23,973,061.00</td>
<td>Retaining Wall H pile installation continues. Mat slab installation at all 3 towers to start mid-May. Platform installation forthcoming mat slabs (May 2022) Retaining Wall H pile installation started. Platform installation proceeding at all three towers. Island platform drainage installation and canopy footings proceeding. (Apr. 2022)</td>
</tr>
<tr>
<td>Rippon Station Improvements</td>
<td>Extend existing platform with a second pedestrian overpass.</td>
<td>Development</td>
<td>$16,634,794.00</td>
<td>VRE has reengaged this project and returned it to the CIP budget for future years. Project schedule updates pending input from various stakeholders. (Apr. &amp; May 2022)</td>
</tr>
<tr>
<td>Rolling Road Station Improvements</td>
<td>An extended platform will accommodate eight-car trains, eliminating the need for passengers near the rear to move to a different railcar when disembarking. Enhanced passenger safety and reduced station dwell times will result. Rehabilitation and repair of the existing platform, replacement of stairs and the existing canopy roof, and an upgrade of the lighting and communication systems are planned.</td>
<td>Construction</td>
<td>$5,000,000.00</td>
<td>New canopy steel and handrails have been installed. New light poles and speakers have been installed. Painting and tactile installation ongoing (May 2022) Stair #1 has been installed. Waiting on handrails to open the stairs. New canopy steel is installed. New light poles being installed (Apr. 2022)</td>
</tr>
</tbody>
</table>

For more information about VRE capital projects, visit [https://projects.vre.org/list](https://projects.vre.org/list)
RESOLUTION #2479

SUBJECT: Authorize the VRE CEO to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC

WHEREAS: On October 16, 2009, following a competitive solicitation process, the VRE Operations Board approved a five-year contract with Keolis Rail Services Virginia for VRE operations and maintenance services and mobilization in the amount of $18,459,348 through June 30, 2011;

WHEREAS: A contract amendment was approved on December 17, 2010, in the amount of $2,085,000;

WHEREAS: On May 20, 2011, the Operations Board approved the second contract year, through June 30, 2012, in the amount of $17,954,527, for a total contract value not to exceed $38,498,875;

WHEREAS: On April 20, 2012, the Operations Board approved the third contract year, through June 30, 2013, in the amount of $18,008,591, for a total contract value not to exceed $56,507,466;

WHEREAS: On April 19, 2013, the Operations Board approved the fourth contract year, through June 30, 2014, in the amount of $18,974,041, for a total contract value not to exceed $75,481,507;

WHEREAS: On April 18, 2014, the Operations Board approved the fifth contract year, through June 30, 2015, in the amount of $20,115,047, for a total contract value not to exceed $95,596,554;

WHEREAS: On May 15, 2015, the Operations Board approved the first year of the first option period, through June 30, 2016, in the amount of $20,931,000, for a total contract value not to exceed $116,527,554;

WHEREAS: On May 20, 2016, the Operations Board further authorized amending the agreement to remove the requirements for the Maintenance of Equipment and Facilities;

WHEREAS: On May 20, 2016, the Operations Board approved the second year of the first option period, through June 30, 2017, in the amount of $15,463,003, for a total contract value not to exceed $131,990,557;

WHEREAS: On April 21, 2017, the Operations Board approved the third year of the first option period, through June 30, 2018, in the amount of $15,416,000, for a total contract value not to exceed $147,406,557;
WHEREAS: On April 20, 2018, the Operations Board approved the fourth year of the first option period, through June 30, 2019, in the amount of $15,718,000, for a total contract value not to exceed $163,124,557;

WHEREAS: On May 17, 2019, the Operations Board approved the fifth year of the first option period, through June 30, 2019, in the amount of $16,287,000, for a total contract value not to exceed $179,411,557;

WHEREAS: On May 15, 2020, the Operations Board approved the second and final option period;

WHEREAS: On May 15, 2020, the Operations Board approved the first year of the second option period through June 30, 2021, in an amount of $16,591,500, for a total contract value not to exceed $196,003,057;

WHEREAS: On May 21, 2021, the Operations Board approved the second year of the second option period through June 30, 2022, in an amount of $16,787,500, for a total contract value not to exceed $212,790,557;

WHEREAS: Approval of this resolution will allow for continued train operations in FY 2023; and

WHEREAS: The VRE Operations Board recommends the following action.

NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE CEO to execute an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC, by increasing the total contract authorization by $17,797,500 for the third year of the second option period, for a total contract value not to exceed $230,588,057 through June 30, 2023.

Approved this 2nd day of June 2022.

__________________________________________
Canek Aguirre
Chair

______________________________
Matt de Ferranti
Secretary-Treasurer
Agenda Item 9-B
Action Item

To: Chair Franklin and the VRE Operations Board

From: Rich Dalton

Date: May 20, 2022

Re: Recommend Authorization to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail

Recommendation:

The VRE Operations Board is asked to recommend the Commissions approve an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) by approving $17,797,500 for the third year of the second option period, for a total contract value not to exceed $230,588,057 through June 30, 2023 and authorize the Chief Executive Officer to execute the amendment on behalf of the Commissions.

Summary:

This action will authorize the third year of the final option period and continue the contracted services for management, supervision and certified locomotive engineers and conductors to operate VRE commuter rail trains for FY 2023.

Background:

On October 16, 2009, following a competitive solicitation process, the VRE Operations Board recommended, and the Commissions subsequently approved, a five-year contract with KRSV for commuter rail operations and maintenance with two five-year option periods. The maintenance activities were later removed from this contract and these services are now included in a separate contract for maintenance services. The first year of the second option period for operating services started July 1, 2020. This is the final five-year option period with this contract.
The work performed under this contract includes providing certified locomotive engineers and conductors to operate VRE commuter rail trains. The contract also includes Federal Railroad Administration reporting and claims management. Below is a list of the amendments, contract modifications and proposed actions for this contract:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Authorized Value (Cumulative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-16-2009</td>
<td>1st Contract Year &amp; Mobilization</td>
<td>$18,459,348</td>
<td>$18,459,348</td>
</tr>
<tr>
<td>12-17-2010</td>
<td>Amendment (a)</td>
<td>$2,085,000</td>
<td>$20,544,348</td>
</tr>
<tr>
<td>5-20-2011</td>
<td>2nd Contract Year</td>
<td>$17,954,527</td>
<td>$38,498,875</td>
</tr>
<tr>
<td>4-20-2012</td>
<td>3rd Contract Year (b)</td>
<td>$18,008,591</td>
<td>$56,507,466</td>
</tr>
<tr>
<td>4-19-2013</td>
<td>4th Contract Year</td>
<td>$18,974,041</td>
<td>$75,481,507</td>
</tr>
<tr>
<td>4-18-2014</td>
<td>5th Contract Year (c)</td>
<td>$20,115,047</td>
<td>$95,596,554</td>
</tr>
<tr>
<td>5-15-2015</td>
<td>1st Year of the First Option Period (6th Contract Year)</td>
<td>$20,931,000</td>
<td>$116,527,554</td>
</tr>
<tr>
<td>5-20-2016</td>
<td>2nd Year of the First Option Period (7th Contract Year) (d)</td>
<td>$15,463,003</td>
<td>$131,990,557</td>
</tr>
<tr>
<td>4-21-2017</td>
<td>3rd Year of First Option Period (8th Year)</td>
<td>$15,416,000</td>
<td>$147,406,557</td>
</tr>
<tr>
<td>4-20-2018</td>
<td>4th Year of the First Option Period (9th Year)</td>
<td>$15,718,000</td>
<td>$163,124,557</td>
</tr>
<tr>
<td>5-17-2019</td>
<td>5th Year of the First Option Period (10th Year)</td>
<td>$16,287,000</td>
<td>$179,411,557</td>
</tr>
<tr>
<td>5-15-2020</td>
<td>1st Year of the Second Option Period (11th Year)</td>
<td>$16,591,500</td>
<td>$196,003,057</td>
</tr>
<tr>
<td>5-21-2021</td>
<td>2nd Year of the Second Option Period (12th Year)</td>
<td>$16,787,500</td>
<td>$212,790,557</td>
</tr>
<tr>
<td>5-20-2022</td>
<td>3rd Year of the Second Option Period (13th Year) (e)</td>
<td>$17,797,500</td>
<td>$230,588,057</td>
</tr>
</tbody>
</table>

(a) Amendment included service enhancements, higher than anticipated insurance costs; items included in the original negotiations, contingency funds, and removed the requirement that Keolis indemnify VRE for all liability claims arising from the contract service with a value of up to $5,000,000.

(b) FY 2013 budget amended mid-year for service enhancements resulting in the lengthening of two trains. This increased the FY 2013 contract budget amount to $18,248,591. Authorization available from prior year approvals.

(c) FY 2015 budget includes adding the new Fredericksburg line train for half of the fiscal year.

(d) FY 2017 budget reflects the amended agreement removing the maintenance of equipment and facilities maintenance functions.
(e) Pending Approval

This action will increase the contract value by $17,797,500 for a cumulative amount not to exceed $230,588,057. The year over year increase is due to a contractually mandated increase of 6.20% based on the Consumer Price Index for the fixed cost components of the contract.

**Fiscal Impact:**

Funding for the third year of the second option period of the contract (13th year) is included in the FY 2023 operating budget. The total amount budgeted for train operations is $17,797,500.
Recommend Authorization to Execute an Amendment for the Third Year of the Second Option Period of the Contract for Operating Services for Commuter Rail

WHEREAS, on October 16, 2009, following a competitive solicitation process, the VRE Operations Board approved a five-year contract with Keolis Rail Services Virginia for VRE operations and maintenance services and mobilization in the amount of $18,459,348 through June 30, 2011; and,

WHEREAS, a contract amendment was approved on December 17, 2010, in the amount of $2,085,000; and,

WHEREAS, on May 20, 2011, the Operations Board approved the second contract year, through June 30, 2012, in the amount of $17,954,527, for a total contract value not to exceed $38,498,875; and,

WHEREAS, on April 20, 2012, the Operations Board approved the third contract year, through June 30, 2013, in the amount of $18,008,591, for a total contract value not to exceed $56,507,466; and,

WHEREAS, on April 19, 2013, the Operations Board approved the fourth contract year, through June 30, 2014, in the amount of $18,974,041, for a total contract value not to exceed $75,481,507, and,

WHEREAS, on April 18, 2014, the Operations Board approved the fifth contract year, through June 30, 2015, in the amount of $20,115,047, for a total contract value not to exceed $95,596,554; and,

WHEREAS, on May 15, 2015, the Operations Board approved the first year of the first option period, through June 30, 2016, in the amount of $20,931,000, for a total contract value not to exceed $116,527,554; and,

WHEREAS, on May 20, 2016, the Operations Board further authorized amending the agreement to remove the requirements for the Maintenance of Equipment and Facilities; and,

WHEREAS, on May 20, 2016, the Operations Board approved the second year of the first option period, through June 30, 2017, in the amount of $15,463,003, for a total contract value not to exceed $131,990,557; and,
WHEREAS, on April 21, 2017, the Operations Board approved the third year of the first option period, through June 30, 2018, in the amount of $15,416,000, for a total contract value not to exceed $147,406,557; and,

WHEREAS, on April 20, 2018, the Operations Board approved the fourth year of the first option period, through June 30, 2019, in the amount of $15,718,000, for a total contract value not to exceed $163,124,557; and,

WHEREAS, on May 17, 2019, the Operations Board approved the fifth year of the first option period, through June 30, 2019, in the amount of $16,287,000, for a total contract value not to exceed $179,411,557; and,

WHEREAS, on May 15, 2020, the Operations Board approved the second and final option period, and,

WHEREAS, on May 15, 2020, the Operations Board approved the first year of the second option period through June 30, 2021, in an amount of $16,591,500, for a total contract value not to exceed $196,003,057; and,

WHEREAS, on May 21, 2021, the Operations Board approved the second year of the second option period through June 30, 2022, in an amount of $16,787,500, for a total contract value not to exceed $212,790,557; and,

WHEREAS, approval of this resolution will allow for continued train operations in FY 2023;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions approve an amendment to the Contract for Operating Services for Commuter Rail with Keolis Rail Services Virginia, LLC, by increasing the total contract authorization by $17,797,500 for the third year of the second option period, for a total Contract value not to exceed $230,588,057 through June 30, 2023, and authorize the Chief Executive Officer to execute the amendment on behalf of the Commissions.

Approved this 20th day of May 2022

_______________________________
Margaret Franklin
Chair

______________________________
Sarah Bagley
Secretary
RESOLUTION #2480

SUBJECT: Authorize the VRE CEO to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC

WHEREAS: In 2015, the VRE Operations Board recommended, and the Commissions approved, a five-year Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV);

WHEREAS: The Contract start date and total authorization was amended in May of 2016;

WHEREAS: On April 21, 2017, the Operations Board recommended, and the Commissions subsequently approved the second contract year, through June 30, 2018, in the amount of $7,092,267, for a total contract value not to exceed $14,344,638;

WHEREAS: On April 20, 2018, the Operations Board recommended, and the Commissions subsequently approved the third contract year, through June 30, 2019, in the amount of $7,674,000, for a total contract value not to exceed $22,018,638;

WHEREAS: On May 17, 2019, the Operations Board recommended, and the Commissions subsequently approved the fourth contract year, through June 30, 2020, in the amount of $8,889,465 for a total contract value not to exceed $30,908,102;

WHEREAS: On May 15, 2020, the Operations Board recommended, and the Commissions subsequently approved the fifth contract year, through June 30, 2021, in the amount of $9,012,749 for a total contract value not to exceed $39,920,852;

WHEREAS: On May 21, 2021, the Operations Board recommended, and the Commissions subsequently approved the first year of the first option period, through June 30, 2022, in the amount of $8,980,774 for a total contract value not to exceed $48,901,626;

WHEREAS: The current Contract authorization runs through June 30, 2022;

WHEREAS: The increase in Contract authorization will allow for continued maintenance services and life cycle maintenance work scheduled for FY 2023; and

WHEREAS: The VRE Operations Board recommends the following action.
NOW, THEREFORE, BE IT RESOLVED that the Northern Virginia Transportation Commission hereby authorizes the VRE Chief Executive Officer to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) by increasing the total contract authorization by $10,024,653 for the second year of the first option period, for a total Contract value not to exceed $58,926,279 through June 30, 2023.

Approved this 2nd day of June 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer
Agenda Item 9-A
Action Item

To: Chair Franklin and the VRE Operations Board
From: Rich Dalton
Date: May 20, 2022
Re: Recommend Authorization to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail

Recommendation:
The VRE Operations Board is asked to recommend the Commissions authorize the Chief Executive Officer to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) by approving $10,024,653 for the second year of the first option period, for a total contract value not to exceed $58,926,279 through June 30, 2023.

Summary: This action will authorize the continuation of contracted services for the maintenance, inspection, and repair of VRE locomotives, passenger rail cars and maintenance facilities for FY 2023.

Background: On January 15, 2015, following a competitive solicitation process, the VRE Operations Board recommended, and the Commissions subsequently authorized, the CEO to execute a contract with KRSV for Maintenance Services for Commuter Rail.

The work performed under this contract includes daily and periodic servicing, inspection and repairs of locomotives and passenger rail cars. Life Cycle maintenance and extensive rolling stock repair work are included in this contract through a task order process. In addition to locomotive and passenger rail car work, the scope of work includes inspection, maintenance and repair of facilities equipment including yard tracks and buildings. There are no material changes to the scope of work for the upcoming fiscal year.
On May 20, 2016, the VRE Operations Board recommended, and the Commissions subsequently authorized, an amended start date for the first year of the contract to July 1, 2016, and the total contract amount for the first year of $7,252,371. Below is a list of the amendments, contract modifications and proposed actions for this contract:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
<th>Authorized Value (Cumulative)</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 20, 2016</td>
<td>1st Contract Year &amp; Mobilization</td>
<td>$7,252,371</td>
<td>$7,252,371</td>
</tr>
<tr>
<td>April 21, 2017</td>
<td>2nd Contract Year</td>
<td>$7,092,267</td>
<td>$14,344,638</td>
</tr>
<tr>
<td>April 20, 2018</td>
<td>3rd Contract Year</td>
<td>$7,674,000</td>
<td>$22,018,638</td>
</tr>
<tr>
<td>May 17, 2019</td>
<td>4th Contract Year</td>
<td>$8,889,465</td>
<td>$30,908,102</td>
</tr>
<tr>
<td>May 15, 2020</td>
<td>5th Contract Year</td>
<td>$9,012,749</td>
<td>$39,920,851</td>
</tr>
<tr>
<td>May 21, 2021</td>
<td>1st Year of the 1st Option Period (6th Year)</td>
<td>$8,980,774</td>
<td>$48,901,626</td>
</tr>
<tr>
<td>May 20, 2022 (a)</td>
<td>2nd Year of the 1st Option Period (7th Year) (a)</td>
<td>$10,024,653</td>
<td>$58,926,279</td>
</tr>
</tbody>
</table>

(a) Pending Approval

This action will increase the contract value by $10,024,653 for a cumulative amount not to exceed $58,926,279. The year over year increase is primarily due a contractually mandated annual increase of 6.20%, based on the Consumer Price Index and additional facilities maintenance support for the commissioning and operations of the LOU facility projected to be completed in FY 2023.

**Fiscal Impact:**

Funding is provided for in the FY 2023 Operating budget for Maintenance Services for Commuter Rail and the CIP budget for Asset Management – Rolling Stock Equipment and Asset Management - Facilities includes funding for the seventh year of this work.

| FY 2023 Operating Budget: Maintenance Services for Commuter Rail | $8,771,000 |
| FY 2023 CIP Budget: Asset Management – Rolling Stock Equipment and Asset Management - Facilities | $1,253,653 |
| **Total:** | **$10,024,653** |
Recommend Authorization to Execute an Amendment for the Second Year of the First Option Period of the Contract for Maintenance Services for Commuter Rail

WHEREAS, in 2015, the VRE Operations Board recommended, and the Commissions approved, a five-year Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV); and,

WHEREAS, the Contract start date and total authorization was amended in May of 2016; and,

WHEREAS, on April 21, 2017, the Operations Board recommended, and the Commissions subsequently approved the second contract year, through June 30, 2018, in the amount of $7,092,267, for a total contract value not to exceed $14,344,638; and,

WHEREAS, on April 20, 2018, the Operations Board recommended, and the Commissions subsequently approved the third contract year, through June 30, 2019, in the amount of $7,674,000, for a total contract value not to exceed $22,018,638; and,

WHEREAS, on May 17, 2019, the Operations Board recommended, and the Commissions subsequently approved the fourth contract year, through June 30, 2020, in the amount of $8,889,465 for a total contract value not to exceed $30,908,102; and,

WHEREAS, on May 15, 2020, the Operations Board recommended, and the Commissions subsequently approved the fifth contract year, through June 30, 2021, in the amount of $9,012,749 for a total contract value not to exceed $39,920,852; and,

WHEREAS, on May 21, 2021, the Operations Board recommended, and the Commissions subsequently approved the first year of the first option period, through June 30, 2022, in the amount of $8,980,774 for a total contract value not to exceed $48,901,626; and,

WHEREAS, the current Contract authorization runs through June 30, 2022; and,

WHEREAS, the increase in Contract authorization will allow for continued maintenance services and life cycle maintenance work scheduled for FY 2023;
NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend the Commissions authorize the Chief Executive Officer to amend the Contract for Maintenance Services for Commuter Rail with Keolis Rail Services Virginia, LLC (KRSV) by increasing the total contract authorization by $10,024,653 for the second year of the first option period, for a total Contract value not to exceed $58,926,279 through June 30, 2023.

Approved this 20th day of May 2022.

_______________________________
Margaret Franklin
Chair

______________________________
Sarah Bagley
Secretary
RESOLUTION #2481

SUBJECT: Authorize the Issuance and Sale of Transportation District Special Bond Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)

WHEREAS: The Northern Virginia Transportation District ("NVTD") and the Potomac and Rappahannock Transportation District ("PRTD" and, together with NVTD, the "Districts") are bodies corporate and politic created under the Transportation District Act of 1964, § 33.2-1900 et seq. of the Code of Virginia of 1950, as amended (the "Transportation District Act");

WHEREAS: Pursuant to the Transportation District Act, the Northern Virginia Transportation Commission ("NVTC") and the Potomac and Rappahannock Transportation Commission ("PRTC" and together with NVTC, the "Commissions") have been established to manage and control the functions, affairs and property of NVTD and PRTD, respectively, and to exercise all of the rights, powers and authority and perform all of the duties conferred or imposed upon NVTD and PRTD, respectively;

WHEREAS: Section 33.2-1915.A.4 of the Transportation District Act provides, among other things, that commissions such as NVTC and PRTC may enter into contracts and agreements with commissions of adjoining transportation districts to provide transit facilities, that such contracts or agreements may be utilized by a transportation district to finance the construction of transportation facilities, and that such contracts or agreements shall inure to the benefit of any creditor of the transportation district;

WHEREAS: NVTD and PRTD adjoin one another;

WHEREAS: The Commissions are jointly engaged in the operation and maintenance of a commuter rail service known as the Virginia Railway Express ("VRE") presently consisting of trains making round trips on each of two railroad lines originating near Fredericksburg and Manassas, Virginia, and terminating at Union Station in Washington, D.C.;

WHEREAS: The Commissions, the Counties of Fairfax, Prince William, Spotsylvania, and Stafford and the Cities of Manassas, Fredericksburg and Manassas Park (collectively, the "Participating Jurisdictions"), and the County of Arlington and the City of Alexandria (collectively, the "Contributing Jurisdictions") entered into a Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express dated October 3, 1989, as amended (the "Master Agreement"), which establishes the contractual obligations between the Commissions, the Participating Jurisdictions and the Contributing Jurisdictions relating to the operation of VRE;
WHEREAS: Under Section I.D.(2),(b) of the Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE;

WHEREAS: In 2018, the General Assembly created in the state treasury a special nonreverting fund to be known as the Commuter Rail Operating and Capital Fund (the "CROC Fund") pursuant to Section 33.2-3500 et seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), to make funds available to the Commissions to support the cost of operating commuter rail service; acquiring, leasing, or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities; or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities; for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease, or improvement is for the common good of a region of the Commonwealth of Virginia (the "Commonwealth") or the Commonwealth as a whole;

WHEREAS: Section 33.2-3500 of the Virginia Code provides that the CROC Fund will consist of funds deposited therein pursuant to Section 58.1-2299.20 and such other funds as may be set forth by the General Assembly in a general appropriations act or allocated by the Commonwealth Transportation Board;

WHEREAS: Section 58.1-2299.20 of the Virginia Code provides for the disposition of the revenues from the tax imposed by Section 58.1-2295 upon every distributor who engages in selling fuels at wholesale to retail dealers for retail sale in the Districts and requires certain amounts of such tax revenue generated in each District to be deposited in the CROC Fund;

WHEREAS: Section 58.1-3500 of the Virginia Code directs the Comptroller of the Commonwealth to disburse funds from the CROC Fund monthly to the Districts in accordance with the formula set forth therein;

WHEREAS: Section 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds and other evidences of debt supported by any funds available in the CROC Fund pursuant to Article 5 of the Transportation District Act;

WHEREAS: On March 26, 2021, the Commissions entered into the Passenger Rail Improvements and Funding Agreement (the "Funding Agreement") with the Virginia Department of Rail and Public Transportation ("DRPT");

WHEREAS: DRPT subsequently assigned its rights and duties under the Funding Agreement to the Virginia Passenger Rail Authority ("VPRA");
WHEREAS: The Funding Agreement includes provisions for the Commissions to fund a portion of the capital projects (as more particularly defined in the Funding Agreement, the "Supported Program Elements") being undertaken by VPRA as part of the Transforming Rail in Virginia program (the "TRV Program"), including VPRA's acquisition of real property for right-of-way within the VRE operating territory which will be subject to continuing use by the Commissions (the "ROW Project");

WHEREAS: The Funding Agreement requires, among other things, that (i) the Commissions, for the benefit of VRE and the TRV Program, issue debt secured by a pledge of the funds received from the CROC Fund (the "CROC-Backed Debt") by no later than November 15, 2022, and (ii) the Commissions pay to VPRA the net proceeds of the CROC-Backed Debt in support of the ROW Project;

WHEREAS: The Funding Agreement also requires that for a period commencing July 1, 2021, and ending 10 years later (as such period may be extended as provided in the Funding Agreement) (the "CROC Pay-Go Contribution Period"), the Commissions will pay to VPRA the balance of the funds disbursed to the Commissions from the CROC Fund net of the debt service on the CROC-Backed Debt and amounts required to replenish or fund Debt Service Reserves and other Reserve Accounts established with respect to the CROC-Backed Debt (as more particularly defined in the Funding Agreement, the "CROC Pay-Go Contributions"), unless the Commissions substitute other funds for the CROC Pay-Go Contributions as permitted under the Funding Agreement;

WHEREAS: In September 2021, the Commissions approved updated and amended Financial and Debt Management Principles for VRE to guide the issuance of debt backed by the CROC Fund;

WHEREAS: On November 19, 2021, December 2, 2021, and December 2, 2021, the VRE Operations Board, NVTC, and PRTC each, respectively, authorized VRE staff to advance a public bond issuance backed by the CROC Fund to support the financing of the ROW Project;

WHEREAS: Between February and April 2022, each Participating Jurisdiction and Contributing Jurisdiction consented as required by the Master Agreement to the issuance of CROC-Backed Debt by the Commissions to finance the ROW Project in accordance with the Funding Agreement;

WHEREAS: NVTC has determined to proceed with the issuance and sale of CROC-Backed Debt in the form of the 2022 Bonds (as defined herein) in a principal amount not to exceed $140,000,000 under the terms and conditions set forth below;

WHEREAS: The Commissions propose to enter into the Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"), to provide for the manner in which funds disbursed from the CROC Fund will be handled by the Commissions;
WHEREAS: The Assignment and Payment Agreement will provide that NVTC will receive all funds disbursed from the CROC Fund and that, commencing on the issue date of the 2022 Bonds and for so long as the Master Indenture (as defined herein) remains in effect, NVTC will immediately transfer all such funds to the Trustee (as defined herein) for deposit in the Revenue Fund established under the Master Indenture to provide the primary source for the payment of the 2022 Bonds and additional Bonds issued under the Master Indenture;

WHEREAS: VRE has developed a Green Bond Framework for the 2022 Bonds (the "Green Bond Framework") in accordance with the Green Bond Principles issued by the International Capital Markets Association (the "GBPs") and has procured Kestrel Verifiers to provide a second party opinion that the 2022 Bonds satisfy the GBPs;

WHEREAS: The foregoing arrangements will be reflected in the following documents, forms of which have been presented to this meeting and filed with NVTC's records:

(i) The Master Indenture of Trust dated June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, as trustee (the "Trustee");

(ii) The First Supplemental Indenture dated as of June 1, 2022 (the "First Series Supplement" and together with the Master Indenture, the "Indenture"), between NVTC and the Trustee;

(iii) The Preliminary Official Statement to be dated the date of its posting (the Preliminary Official Statement"), pursuant to which the 2022 Bonds are to be offered for sale by the Underwriters;

(iv) The Bond Purchase Agreement to be dated the date of its execution and delivery (the "Bond Purchase Agreement"), between NVTC and the group of underwriters senior managed by BofA Securities, Inc. (collectively, the "Underwriters");

(v) The Continuing Disclosure Agreement, to be dated the date of its execution and delivery (the "Continuing Disclosure Agreement"), by PRTC and NVTC;

(vi) The Assignment and Payment Agreement;

(vii) The Green Bond Framework and the requirements of Kestrel Verifiers for disclosure about the "Green Bond" designation in the Preliminary Official Statement and the Official Statement (as defined herein) (the "Kestrel Closing Package"); and
(viii) The Agreement regarding Payment and Use of Proceeds of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds), and CROC PayGo Contributions dated the date of its full execution (the "Payment and Use Agreement"), by the Commissions and VPRA, providing the details of the disbursement of the net proceeds of the 2022 Bonds to VPRA for the ROW Project.

WHEREAS: The Master Indenture, First Series Supplement, Bond Purchase Agreement, Preliminary Official Statement, Continuing Disclosure Agreement, Assignment and Payment Agreement, Green Bond Framework, Kestrel Closing Package and Payment and Use Agreement are referred to collectively herein as the "Documents"; and

WHEREAS: Unless otherwise defined, each capitalized term used in this Resolution shall have the meaning given to it in the Indenture.

NOW THEREFORE BE IT RESOLVED that after careful consideration and to further the public purposes for which NVTC was created, the Northern Virginia Transportation Commission hereby authorizes the following:

1. **Authorization and Details of 2022 Bonds.** The issuance, sale and delivery of revenue bonds of NVTC to be known as the Northern Virginia Transportation Commission, Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"), is hereby authorized. NVTC shall apply the proceeds of the 2022 Bonds, along with other available funds, in accordance with the Indenture to pay the issuance and financing costs of the 2022 Bonds, to fund any reserves required under the Indenture, and to make contributions to VPRA to support the ROW Project. The Chair of NVTC (the "Chair") is authorized to determine and approve the final details of the 2022 Bonds, including without limitation, the final aggregate principal amount of the 2022 Bonds, the interest rates on the 2022 Bonds, the dates of the 2022 Bonds, the maturity date of the 2022 Bonds, the dates, amounts, and prices of any optional or mandatory redemptions, and the sale price of the 2022 Bonds to the Underwriters; provided, however, that (i) the aggregate principal amount of the 2022 Bonds may not exceed $140,000,000, (ii) the true interest cost of the 2022 Bonds may not exceed 6.5%, and (iii) the final maturity date of the 2022 Bonds may not be later than December 31, 2053. The Chair’s approval of such details will be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement.

2. **Findings and Determinations.** NVTC hereby finds and determines that the issuance of the 2022 Bonds and application of the proceeds thereof in accordance with this Resolution and the Indenture (i) is necessary for the orderly growth and development of the Districts and will promote the safety, comfort and convenience of their citizens and (ii) is for the common good of the Districts and the Commonwealth as a whole.
3. **Approval of the Documents.** The forms of the Documents are approved. The Chair is authorized to execute and deliver on NVTC's behalf the Documents in substantially the forms submitted to this meeting, with such changes, insertions or omissions as may be approved by the Chair. Such approval shall be evidenced conclusively by the execution and delivery of such documents on NVTC's behalf.

4. **Preparation, Execution and Delivery of 2022 Bonds.** The 2022 Bonds will be in substantially the same form attached as an Exhibit to the First Series Supplement, which form is hereby approved. The Chair is authorized to have the 2022 Bonds prepared, to have the 2022 Bonds executed pursuant to the terms of the Indenture, to deliver the 2022 Bonds to the Trustee for authentication, and to cause the 2022 Bonds so executed and authenticated to be delivered to or for the account of the first purchasers thereof upon payment of the purchase price thereof as provided in the First Series Supplement.

5. **Pledge.** The Revenues and other moneys described in the Indenture are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the 2022 Bonds under such terms and conditions provided in the Indenture. Neither the individual Commissioners of NVTC nor any person executing the 2022 Bonds shall be liable personally on the 2022 Bonds by reason of the issuance thereof. The 2022 Bonds shall not be a debt of the Commonwealth or any political subdivision thereof (including VPRA, any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC. The 2022 Bonds shall not constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under the Transportation District Act. NVTC hereby represents and acknowledges that its authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly and that neither the General Assembly nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefit of the holders of the 2022 Bonds, the Trustee or any other person or entity.

6. **Revenue Stabilization Fund.** NVTC is authorized to transfer up to $3,750,000 (the "Revenue Stabilization Deposit") to the Revenue Stabilization Fund as established under the Indenture. The Revenue Stabilization Deposit will consist of previously disbursed funds from the CROC Fund held by NVTC.

7. **Sale of 2022 Bonds in Multiple Series.** If market or other conditions are such that the Chair determines that it not advisable to issue and sell the 2022 Bonds all at once in a single series, NVTC is authorized to issue and sell the 2022 Bonds in multiple series from time to time pursuant to Series Supplements, bond purchase agreements, disclosure documents and related documents in substantially the same forms as the Documents presented to this meeting; provided that, in aggregate, the principal amount and other terms of the 2022
Bonds will be within the parameters set forth in section 1 of this Resolution. The Chair may change the series designation of any such series of 2022 Bonds to reflect the issuance of multiple series, including to reflect the year in which the 2022 Bonds are actually issued.

8. **Authorization of Bond Anticipation Notes.** If market or other conditions are such that the Chair determines that it is not advisable to issue the 2022 Bonds on a long-term basis, the Chair, without further approval of NVTC as to documentation or otherwise, is hereby authorized to execute, deliver and issue short-term notes of NVTC (the "Notes") at public or private sale in anticipation of the issuance of any or all series of the 2022 Bonds; provided that the aggregate principal amount of the Notes shall not exceed $125,000,000, the term to maturity of the Notes shall not exceed five years, and the Notes shall have a true interest cost not in excess of 5.75%. The Notes shall be subject to such other terms and conditions contained in this Resolution to the extent not inconsistent with this paragraph. The interest payments on the Notes shall be secured in the same manner as the 2022 Bonds authorized hereunder. NVTC shall retire the Notes either by issuing the 2022 Bonds authorized hereby or by making a payment or payments from any other lawfully available funds, provided that the maximum amount of the 2022 Bonds authorized hereby will be reduced by the amount of Notes retired by other lawfully available funds. If NVTC issues 2022 Bonds to retire the Notes, NVTC shall issue the 2022 Bonds in accordance with the terms of and subject to the parameters contained in this Resolution.

9. **Preliminary Official Statement and Official Statement.** The Preliminary Official Statement is approved in substantially the form submitted to this meeting with such changes, insertions or omissions as may be approved by the Chair, whose approval will be evidenced conclusively by the execution and delivery of the final Official Statement. The use and distribution of the Preliminary Official Statement by the Underwriters are approved. The Chair is authorized and directed to cause the final Official Statement with respect to the 2022 Bonds to be prepared, to execute and deliver it and to authorize on behalf of NVTC its use and distribution by the Underwriters, which authorization will be evidenced conclusively by such execution and delivery.

10. **Federal Tax Matters.** The Chair is authorized and directed to execute and deliver on NVTC's behalf simultaneously with the issuance of any portion of the 2022 Bonds a federal tax certificate and regulatory agreement and any similar or ancillary agreements or certificates (collectively, the "Tax Documents"). The Tax Documents shall set forth the expected use of and investment of the proceeds of such 2022 Bonds and related moneys and include such covenants as may be necessary to qualify the interest on such 2022 Bonds for exemption from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and the applicable Treasury Regulations (collectively, the "Tax Code"), and to maintain such exemption. The Chair is further authorized to make on behalf of NVTC such elections under the Tax Code with respect to the
2022 Bonds as he may deem to be in the best interests of NVTC after consultation with NVTC's Bond Counsel and Financial Advisor.

11. Continuing Disclosure. The Chair is authorized and directed to execute and deliver on NVTC's behalf simultaneously with the issuance of any or all series of the 2022 Bonds a Continuing Disclosure Agreement, setting forth the disclosure to be made by or on behalf of NVTC and containing such covenants as may be necessary in order to satisfy the provisions of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934. NVTC may, in its discretion, from time to time engage an entity to serve as Dissemination Agent (as defined in the Continuing Disclosure Agreement) to assist NVTC and PRTC in fulfilling their respective covenants and obligations under the Continuing Disclosure Agreement.

12. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of, or project approved by, this Resolution is for any reason held or decided to be unconstitutional or invalid, such decision of unconstitutionality or invalidity shall not affect the validity of the remaining portions. NVTC hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause and phrase thereof and each project listed therein even though any one or more sections, subsections, sentences, clauses, phrases or projects might be declared unconstitutional or invalid.

13. Additional Actions. The Executive Director of NVTC and each member, officer and authorized representative of NVTC and VRE are authorized to execute and deliver on NVTC's behalf such other instruments, documents or certificates, and to do and perform such things and acts as he or she shall deem necessary or appropriate to carry out the transactions authorized by this Resolution or contemplated by the Indenture or to cause the 2022 Bonds to be designated as "Green Bonds" under the GBPs. Any of the foregoing previously done or performed by any member, officer, or authorized representative of NVTC or VRE is in all respects approved, ratified and confirmed. In the Chair's absence, the Vice Chair is authorized to take any action specifically assigned to the Chair under this Resolution.

14. Effective Date. This Resolution shall take effect immediately.

Approved this 2nd day of June 2022.

Canek Aguirre
Chair

Matt de Ferranti
Secretary-Treasurer
To: Chair Franklin and the VRE Operations Board  
From: Rich Dalton  
Date: May 20, 2022  
Re: Recommend Authorization of the Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)

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**Recommendation:**

The VRE Operations Board is asked to recommend to the Northern Virginia Transportation Commission (NVTC) that NVTC authorize the issuance and sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (hereafter referred to as the “Series 2022 Bonds”). The Operations Board is also asked to recommend to the Potomac and Rappahannock Transportation Commission (PRTC) that PRTC authorize and consent to the issuance of the Series 2022 Bonds by NVTC.

**Summary:**

For the benefit of VRE and the Transforming Rail in Virginia (TRV) Program, the Commissions have committed to issue debt secured by a pledge of the funds received from the Commuter Rail Operating and Capital (CROC) Fund (the “CROC-Backed Debt”) by no later than November 15, 2022. The net proceeds of the CROC-Backed Debt will be paid to the Virginia Passenger Rail Authority (VPRA) to assist with the purchase of rail right-of-way from CSX Transportation in support of the TRV Program.

In accordance with the VRE Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE commuter rail service, with the authorization and consent of PRTC also required. As provided for in the bond documents, (i) the aggregate principal amount of the Series 2022 Bonds may not exceed $140,000,000, (ii) the true interest cost of the Series 2022 Bonds may not exceed 6.5%, and (iii) the final maturity date of the Series 2022 Bonds may not be later than December 31, 2053.
Following receipt of authorization from both Commissions, it is expected that the Series 2022 Bonds will price in mid-June 2022, and the transaction is expected to close before the end of June 2022.

**Background:**

The VRE Operations Board and the Commissions have been engaged in a multi-year process that is now culminating in the issuance of the Series 2022 Bonds. The key milestones in this process are highlighted below:

- **Creation of the CROC Fund:** In 2018, the General Assembly created the Commuter Rail Operating and Capital (CROC) Fund to support all aspects of VRE commuter rail service, including operations, acquisition of rolling stock, construction or improvement of right-of-way and facilities, and other related activities. The statute creating CROC specifically allows for the CROC Fund revenues to be used as the backing for a debt issuance. The CROC Fund receives $15 million annually from the motor fuels tax revenues collected in the NVTC and PRTC regions.

- **Distribution and Allocation Agreement:** In October 2018, NVTC and PRTC entered into an Agreement for the Distribution and Allocation of the CROC Fund. By this agreement, NVTC was designated to serve on behalf of the Commissions as the recipient of all funds disbursed to them by the Comptroller from the CROC Fund.

- **Transforming Rail in Virginia (TRV) Program:** In December 2019, a landmark agreement was announced among the Commonwealth, CSX Transportation, Amtrak, and VRE. Now known as the TRV Program, this nearly $4 billion investment includes, among other components, the purchase of CSX rail right-of-way by the Commonwealth, the construction of a second two-track rail bridge across the Potomac River, and a set of planned major capital investments in the Richmond-to-Washington DC rail corridor. In addition to allowing significant growth in intercity passenger service throughout Virginia, the investment will support a 75% increase in VRE service in the Interstate-95/Fredericksburg Line corridor, including off-peak, weekend, and reverse-flow service in addition to more peak period service.

- **Funding Agreement:** In March 2021, VRE entered into a Passenger Rail Improvements and Funding Agreement (the "Funding Agreement") with the Department of Rail and Public Transportation (DRPT). The agreement was subsequently assigned by DRPT to the new Virginia Passenger Rail Authority (VPRA). The Funding Agreement commits VRE and the Commissions to using CROC funds to support the TRV Program in two ways. First, VRE and the Commissions will issue debt secured by a pledge of CROC funds, and the net proceeds of that debt will be paid to VPRA to assist in the purchase of CSX right-of-way. Second, for a ten-year period commencing July 1, 2021, VRE and the Commissions will provide the balance of the available CROC funds each year (net of the debt service owed on the CROC-Backed Debt, plus any required contributions to reserves) to VPRA on a pay-as-you-go (PAYGO) basis to be used on specific TRV capital
program elements in the VRE service area. During the initial ten-year period, the amount of CROC-backed debt service is limited only by statute (i.e., no more than 66% of the revenues going into the CROC Fund). After the initial ten-year period, CROC-Backed debt service is limited to no more than $7.5 million per year (i.e., half of the current $15 million annual dedicated CROC revenue).

- **Updated Principles:** In September 2021, the Commissions approved updated and amended Financial and Debt Management Principles for VRE to guide the issuance of debt backed by the CROC Fund.

- **Authorization to Advance Public Bond Issuance:** In December 2021, the Commissions authorized VRE staff to advance a public bond issuance backed by the CROC Fund in accordance with the Funding Agreement.

- **Jurisdictional Consent:** Between February and April 2022, the nine VRE member jurisdictions independently and unanimously consented to the issuance of the CROC-Backed Debt, as required by the VRE Master Agreement.

**Summary of Series 2022 Bonds:**

The Series 2022 Bonds are summarized in three sections. The first section provides an overview of the substantive financial aspects of the Series 2022 Bonds. The second section outlines the primary documents that must be authorized or executed in order to effect the bond transaction. The third section explains the specific actions that NVTC and PRTC will be authorizing or concurring with at their respective Commission meetings in June 2022.

**A. Overview of Transaction**

As described in the Funding Agreement, VRE has agreed to commit a certain amount of its annual CROC Fund revenues to debt service associated with the Series 2022 Bonds, rather than committing to providing a certain dollar amount of net proceeds to VPRA. The amount of net proceeds that will be available for the right-of-way purchase following the completion of the transaction will vary depending on market conditions at the time of pricing, which is expected in mid-June 2022.

The information below summarizes the key parameters within which the sale and issuance of the Series 2022 Bonds will occur.

- During the initial ten-year period beginning July 1, 2021, total debt service for the CROC-Backed Debt will not exceed the statutory maximum of 66% of annual CROC Fund revenues, or $9.9 million annually. During the period following the initial ten years, and through the final maturity of the bonds, total annual debt service will not exceed $7.5 million annually. The expected term of the bonds is 30 years.

- As provided for in the bond documents, (i) the aggregate principal amount of the Series 2022 Bonds may not exceed $140,000,000, (ii) the true interest cost of the Series 2022
Bonds may not exceed 6.5%, and (iii) the final maturity date of the Series 2022 Bonds may not be later than December 31, 2053.

- In accordance with the Financial & Debt Management Principles and with the terms of the Funding Agreement, NVTC and VRE will contribute up to $3.75 million (equal to three months of CROC Fund revenues) to a Revenue Stabilization Fund (previously called the Working Capital Reserve) out of FY 2022 CROC funds already disbursed. NVTC and VRE will also fund a Debt Service Reserve Fund (DSRF) from the proceeds of the issuance. The amount of this DSRF contribution will be equal to the Maximum Annual Debt Service (MADS) on the Series 2022 Bonds over the term of the bonds.

- During the earlier phases of the debt issuance process, VRE’s Financial Advisor (PFM) assessed the expected credit ratings that the Series 2022 Bonds would likely receive. This assessment was modeled on the known evaluation criteria of the leading U.S. credit rating agencies and included the strength and stability of the pledged revenues; the general credit quality of the Commonwealth of Virginia and related appropriation risk; the economic strength of the Northern Virginia region; and the structure of the proposed issuance as guided by the updated Financial and Debt Management Principles, including the cash-funded DSRF, the 2.0x additional bonds test (ABT), the stated plan for no additional debt, and other factors. Based on this preliminary credit assessment, investment grade credit ratings in the double-A category were expected.

  During the week of May 9, 2022, public ratings for the Series 2022 Bonds were released by Moody’s and S&P Global Ratings. Moody’s has rated the bonds as Aa1, while S&P has rated the bonds as AA, with a ‘stable’ outlook from both agencies. Although expected, this is a very positive outcome that reflects the overall credit quality of the Series 2022 Bonds across a range of economic, financial, and legal dimensions.

- Staff are seeking Green Bond certification for the Series 2022 Bonds, as investors are increasingly interested in including such certified bonds in their portfolios. The International Capital Market Association (ICMA) provides the following regarding Green Bonds:

  “Green bonds enable capital-raising and investment for new and existing projects with environmental benefits. The Green Bond Principles seek to support issuers in financing environmentally sound and sustainable projects that foster a net-zero emissions economy and protect the environment. GBP-aligned issuance should provide transparent green credentials alongside an investment opportunity.”

The net proceeds of the Series 2022 Bonds will support the purchase of rail right-of-way as part of the broader TRV Program, and the additional commuter and intercity rail services that are integral to TRV will ultimately reduce future emissions of both greenhouse gases and particulates as well as increase safety. While bond issuers can self-certify their alignment with the Green Bond Principles, independent certification is increasingly sought by investors. A Second Party Opinion from Kestrel Verifiers certifying the Series 2022 Bonds as Green is expected on or before May 19, 2022.
• Although other structures are possible and could be considered based on market conditions, the current intent is to issue the Series 2022 Bonds with level debt service of approximately $7.5 million annually across the entire 30-year term of the debt. Based on market conditions as of May 4, 2022, this plan of finance would result in a total principal amount of $115,670,000; a true interest cost of 3.99%; and net proceeds available for transfer to VPRA (after making all required reserve contributions and paying costs of issuance) of approximately $122.0 million. All these figures are subject to change based on market conditions at the time of sale.

B. Bond Documents
A series of documents that reflect the key legal and financial parameters of the proposed issuance and sale of the Series 2022 Bonds will accompany the bond authorization resolutions for each Commission. Copies of the documents are included with this recommendation, and a brief description of each document is provided below.

1) The Master Indenture of Trust dated June 1, 2022, between NVTC and U.S. Bank Trust Company, National Association, as Trustee: U.S. Bank was selected as Trustee through a competitive Request for Proposals (RFP) process. The Master Indenture of Trust governs and sets forth the terms of bonds to be issued by NVTC, including, among other things, establishing the security for the bonds, dictating when new bonds may be issued, and providing certain rights to bondholders.

2) The First Supplemental Indenture dated as of June 1, 2022 (the "First Series Supplement" and together with the Master Indenture, the "Indenture"); NVTC and the Trustee: The Master Indenture requires that a Series Supplement be delivered to the Trustee as condition to the issuance and authentication of any Series of Bonds. The First Series Supplement sets forth the specific details of the Series 2022 Bonds, including the amounts, interest rates, maturities, and provisions for optional redemption.

3) The Bond Purchase Agreement (BPA) to be dated the date of its execution and delivery, between NVTC and the group of underwriters senior managed by BofA Securities, Inc. (collectively, the "Underwriters"): The Series 2022 Bonds will be sold via negotiated sale. The underwriting team selected by staff is led by BofA Securities as senior manager, with co-managers Loop Capital (minority-owned), Siebert Williams Shank (minority/woman-owned), American Veterans Group PBC (veteran-owned), and Wells Fargo. The BPA is a contract between NVTC and the Underwriters setting forth the final terms, prices, and conditions upon which the Underwriters will purchase the Series 2022 Bonds.

4) The Preliminary Official Statement (POS) to be dated the date of its posting, pursuant to which the 2022 Bonds are to be offered for sale by the Underwriters: The POS is an informational disclosure document released prior to the sale that describes the proposed issuance of the Series 2022 Bonds subject to final determination of the
maturity amounts, interest rates and offering prices. The POS contains preliminary information on the terms and conditions of the bond sale including the purpose, security features, and discloses economic, financial and legal information applicable to the issue. The POS is used by the underwriters to market the Series 2022 Bonds to potential investors and provides information they can use to evaluate the structure and credit quality of the transaction. The POS for the Series 2022 Bonds includes, as one of its exhibits, a Bond Counsel Opinion by McGuireWoods LLP. This Opinion provides information on, among other topics, the tax-exempt status of the Series 2022 Bonds, the dependence of the pledged CROC revenues on appropriations by the General Assembly, and the limits of the obligations and liabilities associated with the Series 2022 Bonds as they apply to the Commonwealth and to the individual jurisdictions comprising NVTC and PRTC.

5) The **Continuing Disclosure Agreement (CDA)**, to be dated the date of its execution and delivery, by PRTC and NVTC: The CDA will be executed and delivered by the Commissions to assist the underwriters of the Series 2022 Bonds in fulfilling certain Securities and Exchange Commission (SEC) regulatory requirements and for the benefit of the holders of the Series 2022 Bonds. The CDA requires NVTC and PRTC to provide annual financial information and material event notices in accordance with SEC rules on continuing disclosure. This required financial information and operating data will include VRE audited financial statements, annual data on regional fuels tax rates and revenue collections in the NVTC and PRTC regions, debt service coverage, and other material events or information as may be required.

6) The **Assignment and Payment Agreement (APA)** between PRTC and NVTC: The APA will replace the original Distribution and Allocation Agreement between the Commissions from October 2018, which did not contemplate the issuance of CROC-Backed Debt. The APA formalizes the arrangements necessary to fulfill the Commissions’ commitment under the Funding Agreement, including NVTC’s issuance of the Series 2022 Bonds and payment of the net proceeds to VPRA, as well as the payment of required PAYGO contributions to VPRA. NVTC will continue to serve as the recipient of all CROC revenues disbursed by the Comptroller; however, NVTC will request that the Comptroller send all such revenues directly to the Trustee. The Commissions will also be obligated to seek the necessary appropriations and allocations from the Commonwealth of the regional fuels taxes to ensure that such funds will be available for deposit into the CROC Fund.

7) The **Green Bond Framework** and the requirements of Kestrel Verifiers for disclosure about the Green Bond designation (the “Kestrel Closing Package”): As described above, Kestrel Verifiers has been engaged to provide a Second Party Opinion as an independent, expert assessment of the alignment of the planned use of net proceeds of the Series 2022 Bonds with the Green Bond Principles of the ICMA. The Green Bond
Framework describes how VRE intends to use the proceeds of the Series 2022 Bonds on the purchase of rail right-of-way as part of the broader TRV Program, and how the additional commuter and intercity rail services that are integral to TRV will ultimately reduce future emissions of both greenhouse gases and particulates as well as increase safety. The Kestrel Closing Package provides Kestrel’s requirements for including the Green Bond designation in the POS for the Series 2022 Bonds.

8) The Payment and Use Agreement for the proceeds of the Series 2022 Bonds between VRE and VPRA: The Payment and Use Agreement serves to implement the broad commitments laid out in the Funding Agreement. The Payment and Use Agreement sets forth the specific process by which VPRA will request, and VRE will make, payment to VPRA of bond proceeds and PAYGO contributions from the CROC Fund as contemplated by the Funding Agreement.

C. Actions Being Authorized
As the Issuer of the Series 2022 Bonds, the following specific actions and approvals will be included in the NVTC authorizing resolution. In providing its concurrence to the issuance by NVTC, the PRTC authorizing resolution will include a similar but more narrow set of actions and approvals.

1) Authorization and Details: The issuance, sale, and delivery of the Series 2022 Bonds will be authorized, in accordance with the Indenture. The Chair of NVTC will be authorized to determine and approve the final details of the Series 2022 Bonds, including the final aggregate principal amount, interest rates, maturity dates, and other key features.

2) Findings and Determinations: The resolution will state that the issuance of the Series 2022 Bonds, and the application of the proceeds for the right-of-way purchase in accordance with the Indenture, are necessary for the orderly growth and development of the NVTC and PRTC Districts and are for the common good of the Districts and the Commonwealth as a whole.

3) Approval of Documents: The set of bond documents described above will be approved.

4) Preparation, Execution, and Delivery of Series 2022 Bonds: The NVTC Chair will be authorized to have the Series 2022 Bonds prepared, executed pursuant to the terms of the Indenture, delivered to the Trustee for authentication, and then delivered to (or for the account of) the first purchasers.

5) Pledge: The CROC Fund revenues will be pledged to secure the payment of the principal, premium, if any, and interest on the Series 2022 Bonds, in accordance with the Indenture.
6) **Revenue Stabilization Fund:** In accordance with VRE’s Financial and Debt Management Principles and with the Funding Agreement, NVTC will be authorized to transfer up to $3,750,000 to the Revenue Stabilization Fund as established under the Indenture. This deposit will consist of previously disbursed FY 2022 funds from the CROC Fund held by NVTC.

7) **Sale of 2022 Bonds in Multiple Series:** If market or other conditions are such that the NVTC Chair determines that it is not advisable to issue and sell the 2022 Bonds all at once in a single series, NVTC will be authorized to issue and sell the 2022 Bonds in multiple series.

8) **Authorization of Bond Anticipation Notes:** If market or other conditions are such that the NVTC Chair determines that it is not advisable to issue the 2022 Bonds on a long-term basis, the Chair, without further approval of NVTC as to documentation or otherwise, will be authorized to execute, deliver and issue short-term notes of NVTC at public or private sale in anticipation of the issuance of any or all series of the 2022 Bonds.

9) **Preliminary Official Statement (POS) and Official Statement:** The POS will be approved with such changes, insertions or omissions as may be approved by the NVTC Chair. The use and distribution of the POS by the Underwriters will also be approved.

10) **Federal Tax Matters:** The NVTC Chair will be authorized and directed to execute and deliver on NVTC’s behalf, simultaneously with the issuance of any portion of the Series 2022 Bonds, a federal tax certificate and regulatory agreement and any similar or ancillary agreements or certificates.

11) **Continuing Disclosure:** The NVTC Chair will be authorized and directed to execute and deliver on NVTC’s behalf simultaneously with the issuance of any or all series of the 2022 Bonds the Continuing Disclosure Agreement (CDA), setting forth the disclosure to be made by or on behalf of NVTC and containing such covenants as may be necessary in order to satisfy the provisions of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

**Next Steps:**

NVTC will take up the authorizing resolution for the Series 2022 Bonds at its meeting on June 2, 2022. Due to scheduling conflicts, PRTC has postponed its regular meeting by one week and will take up the authorizing resolution on June 9, 2022. However, based on guidance from the Underwriters and bond counsel, the POS and other investor marketing information can be posted publicly for investors to review immediately following approval.
by NVTC (i.e., on June 3, 2022). The POS and other information will be clearly marked as still being subject to PRTC authorization and concurrence.

This approach will maintain the current planned schedule, with pricing targeted for mid-June and closing of the transaction by the end of June. However, the municipal market is experiencing rising interest rates and significant volatility, and the specific dates for pricing and closing may vary depending on market conditions.
WHEREAS, in March 2021, VRE entered into a Passenger Rail Improvements and Funding Agreement with the Department of Rail and Public Transportation, which was subsequently assigned to the Virginia Passenger Rail Authority; and,

WHEREAS, the Passenger Rail Improvements and Funding Agreement commits VRE and the Commissions to the issuance of long-term debt secured by a pledge of revenues from the Commuter Rail Operating and Capital Fund, with the net proceeds of the debt issuance to be paid to the Virginia Passenger Rail Authority to assist in the purchase of rail right-of-way from CSX Transportation as part of the Transforming Rail in Virginia Program; and,

WHEREAS, in September 2021, the Commissions approved updated and amended Financial and Debt Management Principles for VRE to guide the issuance of debt backed by the Commuter Rail Operating and Capital Fund; and,

WHEREAS, in December 2021, the Commissions authorized VRE staff to advance a public bond issuance backed by the Commuter Rail Operating and Capital Fund, in accordance with the Passenger Rail Improvements and Funding Agreement; and,

WHEREAS, between February and April 2022, the nine VRE member jurisdictions independently and unanimously consented to the public bond issuance, as required by the VRE Master Agreement; and,

WHEREAS, in accordance with the VRE Master Agreement, the Northern Virginia Transportation Commission is designated to be the issuer of all bonds and notes to finance project costs related to VRE commuter rail service, with the authorization and consent of the Potomac and Rappahannock Transportation Commission also required; and,

WHEREAS, staff, in cooperation with VRE’s Financial Advisor and bond counsel, as well as the Underwriter and Trustee, have developed the necessary bond documents to support the issuance and sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds), and such bond documents are attached herein; and,

WHEREAS, the respective resolutions for the Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission to authorize
and consent to the issuance of the Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) are attached herein;

NOW, THEREFORE, BE IT RESOLVED THAT, the VRE Operations Board does hereby recommend that the Northern Virginia Transportation Commission approve the attached resolution and thereby authorize the issuance and sale of the Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds); and,

BE IT FURTHER RESOLVED THAT, the VRE Operations Board does hereby recommend that the Potomac and Rappahannock Transportation Commission approve the attached resolution and thereby authorize and concur with the issuance and sale of the Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) by the Northern Virginia Transportation Commission.

Approved this 20th day of May 2022

______________________________________
Margaret Franklin
Chair

______________________________________
Sarah Bagley
Secretary
May 17, 2022

TO: NORTHERN VIRGINIA TRANSPORTATION COMMISSION  
POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION  
VRE OPERATIONS BOARD

FROM: Stephen A. MacIsaac  
VRE General Counsel

Re: CROC Backed Bonds – Commission and Jurisdiction Liability for Debt

Beginning with the initial discussion of a potential CROC backed bond issue, members of both NVTC and PRTC have raised questions about the structure of the financing as it relates to potential local jurisdiction liability for the debt. The question pertained to those cities and counties participating in the Virginia Railway Express Master Agreement as well as non-VRE jurisdictions that are members of a Commission, i.e., Loudoun County and the cities of Falls Church and Fairfax. As described further below, the proposed bond financing is structured to rely solely on the pledged CROC funds and to expressly disclaim any jurisdictional liability for debt service or repayment of the indebtedness in any way. The sole revenue source for the debt repayment is the CROC fund, subject to appropriation by the General Assembly.

The best way to support the above is by pointing to the Code of Virginia and the opinion of bond counsel, as well as some of the bond documents coming to the Operations Board and the Commissions for approval. All of the bond documents and related materials have been provided in full to the members of each body. Pertinent excerpts are set out below.

**Virginia Code:**

The Code of Virginia sets forth a relevant general proposition for all transportation district debt supported by district funds.

§ 33.2-1920. Authority to issue bonds and other obligations.
A. 1. A transportation district may issue bonds or other interest-bearing obligations, as provided in this chapter, for any of its purposes and pay the principal and interest thereon from any of its funds, including any moneys paid to or otherwise received by the district pursuant to any law enacted or any contract or agreement or any grant, loan, or contribution authorized by this chapter. For the purposes of this chapter, bonds include bonds, notes, and other interest-bearing obligations, including notes issued in anticipation of the sale and issuance of bonds.
2. Neither the members of a transportation district nor any person executing the bonds shall be liable personally on the bonds by reason of the issuance thereof. The bonds and other obligations of a district (and such bonds and obligations shall so state on their face) shall not be a debt of the Commonwealth or any political subdivision thereof, and only the district shall be liable thereon. The bonds shall not constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under this section.

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Funding Agreement with VPRA:

The Funding Agreement among NVTC, PRTC, and DRPT, as assigned to the VPRA, dated March 26, 2021, established the framework to provide CROC backed debt, and CROC pay-go contributions, to fund portions of the Commonwealth’s Transforming Rail in Virginia initiative. That agreement sets out specific premises designed to govern the structure of the CROC debt. Those include the following:

4.6. As they become due, Commissions shall be solely responsible for, and shall make, all CROC Backed Debt Service payments pursuant to the corresponding financing agreements. The Commonwealth and DRPT shall have no liability for any CROC-Backed Debt or any other sum secured by or accruing under any financing agreement entered into by the Commissions as a result of this Agreement. No document evidencing CROC-Backed Debt shall contain any provisions whereby a trustee or other person would be entitled to seek payment of such CROC Backed Debt or any related damages or other amounts from the Commonwealth or DRPT. The Parties acknowledge and agree that the CROC-Backed Debt shall be payable solely from CROC payments received by the Commissions and any other amounts provided therefor in the CROC Backed Debt documents, which may include, but not shall not necessarily be limited to, Reserve Accounts, bond insurance, other credit enhancements or, if agreed to in writing, federal, state or local governmental support.

4.6.1. Each bond, promissory note, or other document evidencing CROC-Backed Debt must include a conspicuous recital on its face stating: (i) payment of the principal and interest does not constitute a claim against DRPT’s interest in the Rail Facilities, or any part thereof; (ii) payment of the principal and interest is not an obligation of the Commonwealth or DRPT, or any other agency, instrumentality, or political subdivision of the Commonwealth, moral or otherwise; and (iii) neither the full faith and credit nor the taxing power of the Commonwealth, DRPT, or any other agency, instrumentality, or political subdivision of the Commonwealth is pledged to the payment of the principal and interest on the CROC-Backed Debt; and (iv) the CROC-Backed Debt is a limited obligation of the Commissions payable solely from CROC payments received by the Commissions and other amounts pledged therefor. Nothing herein shall preclude the Commissions from making any clarifications to the foregoing recital that may be reasonably necessary to address any liability of the Commissions themselves.

4.6.2. Each bond, promissory note, or other document evidencing CROC-Backed Debt must also include an affirmative statement to the effect that the trustee’s or bondholders’ sole interest is in the pledged CROC funds, and the trustee and bondholders have no rights by lien or
otherwise against DRPT's title to or real property interest in the Rail Facilities or any other facilities owned by DRPT. Similarly, the trustee and bondholders will have no rights by lien or otherwise against the Commissions (except as specifically described in the CROC Backed Debt documents), the Participating Jurisdictions or the Contributing Jurisdictions.

Bond Counsel Opinion:

The definitive opinion as to whether the local jurisdictions have liability for repayment of the proposed CROC debt comes from the Commissions' bond counsel, McGuireWoods, LLP. Relevant conclusions of bond counsel are set forth below.

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Based on the foregoing, in our opinion, under current law:

(1) The 2022 Bonds have been duly authorized and issued in accordance with the Constitution and statutes of the Commonwealth and constitute valid and binding limited obligations of NVTC payable solely from the Revenues and other moneys pledged by NVTC for such purpose under the Indenture. Neither the individual Commissions of NVTC nor any person executing the 2022 Bonds or the Indenture will be liable personally thereon. Neither the 2022 Bonds nor NVTC's payment obligations under the Indenture will be a debt of the Commonwealth or any political subdivision thereof (including VPRA, any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the transportation districts governed by the Commissions or that may agree to join such districts) other than NVTC. Neither the 2022 Bonds nor NVTC's payment obligations under the Indenture will constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under the Transportation District Act.

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NVTC Resolution:

To reinforce the point that the CROC debt is a limited obligation of NVTC, the resolutions proposed for adoption by the Commissions contain the following language.

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Par. 5. Pledge. The Revenues and other moneys described in the Indenture are hereby pledged to secure the payment of the principal of and premium, if any, and interest on the 2022 Bonds under such terms and conditions provided in the Indenture. Neither the individual Commissioners of NVTC nor any person executing the 2022 Bonds shall be liable personally on the 2022 Bonds by reason of the issuance thereof. The 2022 Bonds shall not be a debt of the Commonwealth or any political subdivision thereof (including VPRA, any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC. The 2022 Bonds shall not constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under the Transportation District Act. NVTC hereby represents and acknowledges that its authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly and that neither the General Assembly
nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefit of the holders of the 2022 Bonds, the Trustee or any other person or entity.

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**PRTC Resolution:**

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**Par. 4. Pledge.** PRTC hereby authorizes and consents to NVTC’s pledge of the Revenues and other moneys described in the Indenture to secure the payment of the principal of and premium, if any, and interest on the 2022 Bonds in such amounts and under such terms and conditions as provided in the Indenture. Neither the individual Commissioners of PRTC nor any person executing the 2022 Bonds shall be liable personally on the 2022 Bonds by reason of the issuance thereof. The 2022 Bonds shall not be a debt of the Commonwealth or any political subdivision thereof (including VPRA, any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC. The 2022 Bonds shall not constitute an indebtedness within the meaning of any debt limitation or restriction except as provided under the Transportation District Act. PRTC hereby represents and acknowledges that its authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly and that neither the General Assembly nor PRTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefit of the holders of the 2022 Bonds, the Trustee or any other person or entity.

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**Master Indenture:**

The Master Indenture is the central document in the bond sale and details the terms and conditions of the bonds. The below section clearly states that liability for the debt is limited to NVTC’s revenues pledged to pay the debt, and disclaims any liability for the member jurisdictions of NVTC and PRTC.

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**Section 3.4 Obligation of Bonds.** (a) This Master Indenture creates a continuing pledge and lien to secure the full and final payment of the principal of and premium, if any, and interest of each Series of Bonds. The Bonds of each Series are limited obligations of NVTC payable solely from the revenues, money and other property pledged by this Master Indenture and the Related Series Supplement. Each Bond shall contain on its face a statement to the effect that (i) it shall not be a debt of the Commonwealth or any political subdivision thereof (including any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC and (ii) it shall not constitute indebtedness within the meaning of any debt limitation or restriction, except as may be provided under the Transportation District Act.
(b) For so long as the Funding Agreement remains in effect, each Bond and Subordinate Obligation must include a conspicuous recital on its face stating: (i) payment of the principal and interest thereon does not constitute a claim against DRPT’s or VPRA’s interest in the Rail Facilities (as defined in the Funding Agreement), or any part thereof; (ii) payment of the principal and interest thereon is not an obligation, moral or otherwise, of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth, other than NVTC; and (iii) neither the full faith and credit nor the taxing power of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth is pledged to the payment of the principal and interest thereon; and (iv) the Bond or Subordinate Obligation is a limited obligation of NVTC payable solely from the Revenues and other property pledged therefor. Nothing herein shall preclude the NVTC from making any clarifications to the foregoing recital that may be reasonably necessary to address any liability of the Commissions themselves.

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Preliminary Official Statement:

Finally, the Preliminary Official Statement summarizes the central terms of the bonds being offered for sale as more fully detailed in the Master Indenture and other bond documents. Prominent in this document is the disclaimer of any local jurisdiction obligation or liability for NVTC’s CROC backed debt.

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SOURCES OF PAYMENT AND SECURITY FOR THE 2022 BONDS

Limited Obligations

The 2022 Bonds are limited obligations of NVTC and payable solely from certain revenues and other property pledged by NVTC for such purpose. The pledged revenues are derived from amounts credited by the Commonwealth to the CROC Fund. The CROC Fund consists of (i) Regional Fuels Tax Revenues deposited into the CROC Fund pursuant to Section 58.1-2299.20 of the Virginia Code equal to the statutorily prescribed limit of $15 million and (ii) other funds as may be set forth in a general appropriation act or allocated by the Transportation Board. The 2022 Bonds are not a debt of the Commonwealth or any political subdivision thereof (including any Member Localities and PRTC) other than NVTC. Neither the faith and credit nor the taxing power of the Commonwealth, DRPT, VPRA or any other agency, instrumentality or any of its political subdivisions (including any Member Localities and PRTC) is pledged to the payment of the 2022 Bonds. NVTC has no taxing powers.

Payment of principal of and interest on the 2022 Bonds (i) does not constitute a claim against VPRA’s interest in the railroad tracks on which VRE passenger rail service operates, and those stations, platforms, and other railroad assets that are utilized by the VRE passenger rail service, or any part thereof and (ii) is not an obligation of the Commonwealth or VPRA, or any other agency, instrumentality, or political subdivision of the Commonwealth, moral or otherwise. The 2022 Bonds are not secured by any mortgage or lien on any transportation facilities of the Commonwealth, the Commissions, Participating Jurisdictions or the Contributing Jurisdictions or by a pledge of the revenues derived from any such facility. If NVTC should fail to make any payment on the 2022 Bonds when due, the Trustee and the owners of the 2022 Bonds shall have no right to take possession of any transportation facilities or to exclude the Commonwealth, NVTC, Participating Jurisdictions or the Contributing Jurisdictions from possession of them.

NVTC’s authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly. Neither the General Assembly nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of Regional Fuels Taxes or the Revenues for the benefit of the holders of the 2022 Bonds.
Bonds, NVTC, PRTC, VRE, the Trustee or any other person or entity. See the subsection “Risks of Non-Appropriation, Diversion of Appropriations and Future Legislative Actions” in the section “Investment Considerations.”

***

Conclusion:

Based on the above summarized structure of the proposed CROC backed debt, as detailed in the bond documents, and as stated in the opinion of bond counsel, the local member jurisdictions of the Commissions, specifically including those participating and contributing jurisdictions who are party to the VRE Master Agreement, have no obligation for the payment of debt service on the CROC backed bonds or to otherwise satisfy the debt, nor is there recourse against those jurisdictions in the event of a default under the terms of the Master Indenture.

I hope this is helpful and would be glad to provide further information in this regard.

Cc: VRE Chief Executive Officer
    VRE Chief Financial Officer
MASTER INDENTURE OF TRUST

between

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Dated as of June 1, 2022

Relating to
Northern Virginia Transportation Commission
Transportation District Special Obligation Revenue Bonds
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This MASTER INDENTURE OF TRUST (this "Master Indenture") is made as of June 1, 2022, between the NORTHERN VIRGINIA TRANSPORTATION COMMISSION, a transportation commission established pursuant to the below-defined Transportation District Act ("NVTC"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, and its successors, as trustee (the "Trustee").

RECITALS:

WHEREAS, the Northern Virginia Transportation District ("NVTD") and the Potomac and Rappahannock Transportation District ("PRTD" and, together with NVTD, the "Districts") are bodies corporate and politic created under the Transportation District Act of 1964, § 33.2-1900 et seq. of the Code of Virginia of 1950, as amended (the "Transportation District Act");

WHEREAS, pursuant to the Transportation District Act, NVTC and the Potomac and Rappahannock Transportation Commission ("PRTC" and, together with NVTC, the "Commissions") have been established to manage and control the functions, affairs and property of NVTD and PRTD, respectively, and to exercise all of the rights, powers and authority and perform all of the duties conferred or imposed upon NVTD and PRTD, respectively;

WHEREAS, NVTC and PRTC are engaged in the ownership, operation and maintenance of a commuter rail service known as the Virginia Railway Express ("VRE") presently consisting of trains making round trips on each of two railroad lines originating near Fredericksburg and Manassas, Virginia, and terminating at Union Station in Washington, D.C.;

WHEREAS, any reference to VRE within this Master Indenture is a reference to those activities that are carried out jointly or individually by NVTC and PRTC to operate the commuter rail services;

WHEREAS, the Commissions have entered into a Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express, dated October 3, 1989, as amended (the "Master Agreement"), with the Participating Jurisdictions and the Contributing Jurisdictions (each as defined below) to establish the contractual obligations between the parties relating to the operation of VRE;

WHEREAS, under Section I.D.(2).b of the Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE;

WHEREAS, in 2018, the General Assembly created in the state treasury a special nonreverting fund to be known as the Commuter Rail Operating and Capital Fund (the "CROC Fund") pursuant to § 33.2-3500 et seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), to make funds available to the Commissions to support the costs of operating a commuter rail service; acquiring, leasing, or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities; or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease, or improvement is for the common good of a region of the Commonwealth of Virginia (the “Commonwealth”) or the Commonwealth as a whole;
WHEREAS, § 33.2-3500 of the Virginia Code provides that the CROC Fund will consist of funds deposited therein pursuant to § 58.1-2299.20 and such other funds as may be set forth by the General Assembly in a general appropriations act or allocated by the Commonwealth Transportation Board;

WHEREAS, § 58.1-2299.20 of the Virginia Code provides for the disposition of the revenues from the tax imposed by § 58.1-2295 upon every distributor who engages in selling fuels at wholesale to retail dealers for retail sale in the Districts and requires certain amounts of such tax revenue generated in each District to be deposited in the CROC Fund;

WHEREAS, § 58.1-3500 of the Virginia Code directs the Comptroller of the Commonwealth to disburse funds from the CROC Fund monthly to the Districts in accordance with the formula set forth therein;

WHEREAS, § 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds and other evidences of debt supported by any funds available in the CROC Fund pursuant to Article 5 of the Transportation District Act, provided that the total amount of debt service for all outstanding such bonds may not exceed 66 percent of the revenues dedicated to the CROC Fund pursuant to § 58.1-2299.20;

WHEREAS, the Commissions have entered into the Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"), under which, among other things, (i) PRTC assigned its rights to receive disbursements from the CROC Fund to NVTC for so long as this Master Indenture and the Supplemental Indentures remain in force and effect, (ii) NVTC represented that pursuant to this Master Indenture it has pledged, assigned and granted to the Trustee all of the revenues NVTC is entitled to receive from the CROC Fund as well as the revenues PRTC has assigned to it, (iii) NVTC agreed to transfer or to cause to be transferred all such revenues to the Trustee and (iv) the Trustee was made a third-party beneficiary of the sections of the Assignment and Payment Agreement pertinent to the payment of the CROC Fund-backed bonds to be issued hereunder;

WHEREAS, NVTC has determined that it is in its best interests to enter into this Master Indenture to provide for the issuance from time to time of its CROC Fund-backed bonds and other evidences of debt for the purposes authorized under the Virginia Code; and

NOW, THEREFORE, NVTC hereby covenants and agrees with the Trustee and with the Owners, from time to time, of the Bonds, as follows:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions. The following words and terms shall have the following meanings in this Master Indenture unless the context requires otherwise:

"Account" means any account established in a Fund with respect to a Series of Bonds or otherwise pursuant to the terms of this Master Indenture or any Supplemental Indenture.
"Accreted Value" means with respect to Capital Appreciation Bonds of any Series, the amount set forth in the Related Series Supplement as the amount representing the initial public offering price plus the accreted and compounded interest on such Bonds as of any point in time.

"Agency Obligations" means senior debt obligations of U.S. government-sponsored agencies that are not backed by the full faith and credit of the U.S. government, including, but not limited to, Federal Home Loan Mortgage Corporation debt obligations, Farm Credit System consolidated system wide bonds and notes, Federal Home Loan Banks consolidated debt obligations, Federal National Mortgage Association debt obligations, Student Loan Marketing Association debt obligations, Resolution Funding Corporation debt obligations, and U.S. Agency for International Development guaranteed notes.

"Amortization Requirement" as applied to any Term Bonds of any maturity for any Bond Year, means the principal amount or amounts fixed by, or computed in accordance with the terms of, the Related Series Supplement for the retirement of such Term Bonds by mandatory purchase or redemption on the Principal Payment Date or Dates established by such Series Supplement.

"Assignment and Payment Agreement" means the Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022, between NVTC and PRTC, as it may be amended from time to time in accordance with its terms and the terms of this Master Indenture.

"Assumed Debt Service" means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Bonds if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by NVTC for a period commencing on the date of calculation of such Assumed Debt Service and ending on the earlier of (i) the date specified by NVTC or (ii) 39 years from the date of calculation, such Assumed Debt Service to be calculated on a level debt service basis or other amortization schedule provided by NVTC, based on a fixed interest rate equal to the rate at which NVTC could borrow for such period, as expressed in an Officer's Certificate (which shall be based upon the opinion of NVTC's financial advisor or of a third party consultant reasonably acceptable to the Trustee).

"Bankruptcy Law" means Title 11 of the United States Code, as it is amended from time to time and any successor to or replacement of such Title and any other applicable federal or state bankruptcy, insolvency or other similar law.

"Bond" or "Bonds" means any or all of the NVTC Debt issued pursuant to Article V, but excludes the Subordinate Obligations.

"Bond Counsel" means (i) McGuireWoods LLP or (ii) other counsel selected by NVTC which is nationally recognized as experienced in matters relating to obligations issued or incurred by states and their political subdivisions.

"Bond Credit Facility" means a line of credit, letter of credit, standby bond purchase agreement, municipal bond insurance or similar credit enhancement or liquidity facility
established to provide credit or liquidity support for all or any portion of a Series of Bonds as provided in the Related Series Supplement.

"Bond Credit Provider" means, as to all or any portion of a Series of Bonds, the Person providing a Bond Credit Facility, as designated in the Related Series Supplement in respect of such Bonds.

"Business Day" means any day on which commercial banking institutions generally are open for business in New York and Virginia.

"Capital Appreciation Bonds" means Bonds the interest on which is compounded and accumulated at the rates and on the dates set forth in the Related Series Supplement and is payable upon redemption or on the maturity date of such Bonds.

"Commonwealth" means the Commonwealth of Virginia.

"Contributing Jurisdictions" means, collectively, the County of Arlington and the City of Alexandria any other localities which may be added in such capacity under an amendment to the Master Agreement.

"Cost of Issuance Fund" means the Cost of Issuance Fund established with respect to a Series of Bonds as provided in Section 7.1.

"CROC Fund" means the Commuter Rail Operating and Capital Fund as established under § 33.2-3500 of the Virginia Code, which consists of funds deposited therein pursuant to § 58.1-2299.20 of the Virginia Code and such other funds as may be set forth by the General Assembly in a general appropriations act or allocated by the Commonwealth Transportation Board.

"Current Interest Bonds" means Bonds the interest on which is payable currently on the Interest Payment Dates provided therefor in the Related Series Supplement.

"Custodian" means a bank or trust company that is (i) organized and existing under the laws of the United States or any of its states and (ii) selected by NVTC and acceptable to the Trustee.

"Debt Service Fund" means the Debt Service Fund established with respect to a Series of Bonds pursuant to Section 7.1.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established with respect to a Series of Bonds pursuant to Section 7.1. No Debt Service Reserve Fund shall secure any Subordinate Obligations.

"Defeased Municipal Obligation Certificates" means evidence of ownership of a proportionate interest in specified Defeased Municipal Obligations, which Defeased Municipal Obligations are held by a Custodian.

"Defeased Municipal Obligations" means obligations of the Commonwealth or any county, city, town, district, authority, agency, political subdivision or other public body of the Commonwealth that are rated in the highest rating category by any Rating Agency and provision for the payment of the principal of and redemption premium, if any, interest on which has been made by the deposit with a trustee or escrow agent of Government Obligations or Government Certificates, the maturing principal of and interest on which, when due and payable, will along with any cash held by the trustee or escrow agent provide sufficient money to pay the principal of and redemption premium, if any, and interest on such obligations.

"DRPT" means the Virginia Department of Rail and Public Transportation.

"DSRF Credit Facility" means a letter of credit, surety bond or similar credit enhancement facility acquired by NVTC to substitute for cash or investments required to be held in a Debt Service Reserve Fund for any Series of Bonds pursuant to the Related Series Supplement.

"DSRF Credit Provider" means the Person providing a DSRF Credit Facility.

"DSRF Determination Date" means (i) the tenth day after each Interest Payment Date related to the Series of Bonds secured by a Debt Service Reserve Fund, or, if such day is not a Business Day, on the first Business Day thereafter or (ii) any other date set forth in a Series Supplement or an Officer's Certificate for the valuation of a Debt Service Reserve Fund.

"DSRF Requirement" means, with respect to a Debt Service Reserve Fund established for a Series of Bonds, (i) the maximum Principal and Interest Requirements on such Bonds in the then-current or any future Fiscal Year or (ii) such other amount as specified in the Related Series Supplement.

"DTC" has the meaning set forth in Section 3.13.

"Escrow Fund" means an escrow fund relating to a Series of Refunding Bonds that may be established pursuant to the Related Series Supplement and Sections 7.1 and 7.2 hereof.

"Event of Default" means any of the events enumerated in Section 13.1.

"Excluded Interest Payment" means each payment of interest on obligations that NVTC has specified in a Related Series Supplement or in an Officer's Certificate to be payable from or secured by funds or revenues that do not constitute the Revenues.

"Excluded Principal Payment" means each payment of Principal on obligations that NVTC has specified in a Related Series Supplement or in an Officer's Certificate to be payable from or secured by funds or revenues that do not constitute the Revenues.
"Fiscal Year" means the twelve-month period commencing on July 1 of one year and ending on June 30 of the following year.

"Fund" means any fund established pursuant to the terms of this Master Indenture or any Supplemental Indenture.

"Funding Agreement" the Passenger Rail Improvements and Funding Agreement dated March 26, 2021, between NVTC, PRTC and DRPT. DRPT has assigned its rights and duties under the Funding Agreement to VPRA, as it may be amended from time to time.

"GAAP" means generally accepted accounting principles, existing from time to time, as applicable to state and local governmental units.

"Government Certificates" mean certificates representing ownership of United States Treasury bond principal at maturity or interest coupons for accrued periods, which bonds or coupons are held in the capacity of custodian by a Custodian that is independent of the seller of such certificates.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Hedge Agreement" means, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (v) any other type of contract or arrangement that NVTC determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.

"Hedge Payments" means amounts payable by NVTC pursuant to any Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

"Hedge Period" means the period during which a Hedge Agreement is in effect and has not been terminated.

"Hedge Receipts" means amounts payable by any Swap Provider pursuant to a related Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

"Initial Bond Resolution" means the resolution numbered [_______] and entitled "Resolution Authorizing the Issuance and Sale of Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)," which was adopted by NVTC on June 2, 2022.
"Interest Account" means the Interest Account of a Debt Service Fund established by Section 8.1(b).

"Interest Payment Date" means any June 1 or December 1, as the case may be; provided, however, that "Interest Payment Date" may mean, if so provided in a Series Supplement, such other date or dates provided therein or permitted thereby.

"Interest Period" means the period from and including an Interest Payment Date to and including the day before the next Interest Payment Date, except for the first Interest Period for each Series of Bonds will be the period from and including the date specified in the Supplemental Indenture authorizing the Series of Bonds to and including the day before the first Interest Payment Date.

"Interest Requirement" for any Interest Payment Date, as applied to all of the Current Interest Bonds or a portion thereof, means the total of the interest regularly scheduled to become due on such Bonds on such Interest Payment Date. Interest expense shall be excluded from the definition of Interest Requirement to the extent that (i) they constitute Excluded Interest Payments or (ii) proceeds of any Bonds or other funds (including, without limitation, amounts in Related Debt Service Funds or Debt Service Reserve Funds) are held by the Trustee to pay such interest. Unless NVTC shall otherwise provide in a Supplemental Indenture, interest expense on Bond Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds, shall not be included in the determination of an Interest Requirement.

"Majority Owners" means the Owners of greater than 50% of the aggregate principal amount of the Bonds Outstanding.

"Master Agreement" means the Master Agreement for Provisions of Commuter Rail Services in Northern Virginia – Establishment of Virginia Railway Express dated October 2, 1989, between the Commissions, the Participating Jurisdictions, and Contributing Jurisdictions, as it may have been or may be amended from time to time.

"Master Indenture" means this Master Indenture of Trust dated as of June 1, 2022, between NVTC and the Trustee, as the same may be modified, altered, amended and supplemented in accordance with its terms by one or more Series Supplements and other Supplemental Indentures.

"NVTC" means the Northern Virginia Transportation Commission.

"NVTC Debt" means any bonds, notes or other evidences of debt that NVTC is permitted to issue under the Virginia Code.

"NVTC Representative" means (i) any of the Chair, Vice Chair, Executive Director or Director of Finance of NVTC, (ii) either the Chief Executive Officer or the Chief Financial Officer of VRE or (iii) any other member, officer or employee of NVTC or VRE authorized by resolution of NVTC to perform the act or sign the document in question.
"Officer's Certificate" means a certificate signed by an NVTC Representative and filed with the Trustee, upon which the Trustee may conclusively rely.

"Opinion" or "Opinion of Counsel" means a written opinion of any attorney or firm of attorneys, who or which may be Bond Counsel or counsel for NVTC or the Trustee.

"Optional Tender Bonds" means any Bonds issued under this Master Indenture a feature of which is an option on the part of the Owners of such Bonds to tender to NVTC, or to the Trustee, any Paying Agent or other representative for such Owners, or to an agent of any of the foregoing, all or a portion of such Bonds for payment or purchase.

"Outstanding" when used in reference to the Bonds and as of a particular date, means all Bonds authenticated and delivered under this Master Indenture except:

(a) any Bond canceled or required to be canceled by the Trustee at or before such date;

(b) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered under this Master Indenture;

(c) any Bond deemed paid under Article XII except that any such Bond shall be considered Outstanding until its maturity or redemption date only for the purpose of actually being paid and for purposes of Articles III and IV and Section 6.1 (or the corresponding provisions of the Related Series Supplement, as the case may be); and

(d) any Bond not deemed Outstanding under, but only to the extent provided for in, Section 15.2.

"Owner" means the registered owner of any Bond.

"Participating Jurisdictions" means, collectively, the Counties of Fairfax, Prince William, Spotsylvania, and Stafford and the Cities of Manassas, Fredericksburg and Manassas Park and any other localities which may be added in such capacity under an amendment to the Master Agreement.

"Paying Agent" means any national banking association, state bank, bank and trust company or trust company appointed by NVTC to fulfill the duties of a "paying agent" for the Bonds or any portion thereof as commonly understood in the municipal bond market and meeting the qualifications of, and subject to the obligations of, the Trustee in Article XIV. Unless otherwise provided in a Supplemental Indenture, the Trustee shall be the Paying Agent.

"Payment Date" means a date that is an Interest Payment Date or a Principal Payment Date or both.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.
"Principal" or "principal" means (i) with respect to a Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unpaid interest) except when used in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default in which case "principal" means the initial public offering price of the Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of an Amortization Requirement, if applicable, or at maturity.

"Principal Account" means the Principal Account of a Debt Service Fund established by Section 8.1(b).

"Principal and Interest Requirements" for any Payment Date or for any period means the sum of the Principal Requirements and the Interest Requirements for such date or such period, respectively.

"Principal Payment Date" means any June 1 upon which the principal amount of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of an Amortization Requirement or such other date or dates as may be provided by the Related Series Supplement.

"Principal Period" means the period from and including a Principal Payment Date to and including the day before the next Principal Payment Date, except the first Principal Period for each Series of Bonds will be the twelve months immediately preceding the first Principal Payment Date unless some other period is specified in the Related Series Supplement.

"Principal Requirement" means for any Principal Payment Date, as applied to all Bonds or a portion thereof, the total of the principal regularly scheduled to become due on such Principal Payment Date. Principal payments shall be excluded from the definition of Principal Requirement to the extent that (i) they constitute Excluded Principal Payments or (ii) proceeds of any Bonds or other funds are held by the Trustee to pay such Principal.

"Project" means any project or purpose that is eligible for financing with funds disbursed from the CROC Fund under Chapter 35 of Title 33.2 of the Virginia Code or other applicable law.

"Project Fund" means the Project Fund to be established with respect to a Series of Bonds provided in Section 7.1.

"PRTC" means the Potomac and Rappahannock Transportation Commission.

"Purchase Price" means the purchase price established in any Series Supplement for Optional Tender Bonds as the purchase price to be paid for such Bonds upon an optional or mandatory tender of all or a portion of such Bonds.
"Rating Agency" means, with respect to any Bonds Outstanding, any nationally recognized credit rating agency if and for so long as such rating agency, at the request of NVTC, maintains a rating on such Bonds.

"Rating Confirmation" means written evidence that no rating that has been requested by NVTC and is then in effect from a Rating Agency with respect to a Series of Bonds will be withdrawn, reduced, or suspended solely as a result of an action to be taken hereunder.

"Rebate Amount" means the liability of NVTC under Section 148 of the Tax Code (including any "yield reduction payments") with respect to any Series of Bonds as may be calculated or specified (including with such reserves or error margin as NVTC may deem appropriate) in accordance with the Related Series Supplement or the Related Tax Regulatory Agreement.

"Rebate Fund" means the Rebate Fund to be established with respect to a Series of Bonds as provided in Section 7.1.

"Refunding Bonds" has the meaning set forth in Section 5.3(f).

"Reimbursement Account" means any Reimbursement Account that may be established in a Related Debt Service Fund by a Related Series Supplement and in accordance with this Master Indenture.

"Reimbursement Obligation" means any reimbursement obligations of NVTC for principal or interest drawings on any Bond Credit Facility or DSRF Credit Facility with respect to which moneys in a Debt Service Fund, or Reimbursement Account thereof, are pledged or payable pursuant to the provisions of this Master Indenture or Related Series Supplement.

"Related" means (i) when used with respect to any Fund, Account or Series of Bonds, the Fund, Account or Series of Bonds so authorized, designated or established by this Master Indenture and the Series Supplement authorizing a particular Series of Bonds, (ii) when used with respect to a Series Supplement, Tax Regulatory Agreement or other document contemplated hereunder, such document authorizing or related to a particular Series of Bonds or Supplemental Indenture related thereto and (iii) when used with respect to a Bond Credit Facility, DSRF Credit Facility or Reimbursement Obligation, the Bond Credit Facility or DSRF Credit Facility securing a particular Series of Bonds and the Reimbursement Obligation entered into in connection therewith.

"Residual Fund" means the Residual Fund established by Section 7.1.

"Revenue Fund" means the Revenue Fund established by Section 7.1.

"Revenue Stabilization Fund" means the Revenue Stabilization Fund established by Section 7.1.

"Revenue Stabilization Requirement" means $0 or such other amount as may be specified and changed from time to time pursuant to Section 8.3(c) below.
"Revenues" means, in any period, (i) all revenues paid or payable to the Commissions or the Trustee from the CROC Fund in accordance with Section 33.2-3500 of the Virginia Code and the Assignment and Payment Agreement, (ii) any other revenues allocated by the Commonwealth Transportation Board or appropriated by the General Assembly in substitution for or in addition to the revenues described in (i), and (iii) any and all other revenues that may be identified as Revenues pursuant to a Supplemental Indenture.

"RSF Valuation Date" means (i) the tenth day after each Interest Payment Date, or, if such day is not a Business Day, on the first Business Day thereafter or (ii) any other date set forth in a Series Supplement or an Officer's Certificate for the valuation of the Revenue Stabilization Fund.

"Serial Bonds" means the Bonds of a Series that are stated to mature in semiannual or annual installments as designated in the Related Series Supplement.

"Series" means all of the Bonds of a particular series authenticated and delivered pursuant to this Master Indenture and the Related Series Supplement and identified as such pursuant to such Series Supplement, and any Bonds of such Series thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Master Indenture and such Series Supplement, regardless of variations in lien status, maturity, interest rate, sinking fund installments or other provisions.

"Series Supplement" means a Supplemental Indenture providing for the issuance of a Series of Bonds, as such Series Supplement may be modified, altered, amended and supplemented by a Supplemental Indenture in accordance with the provisions of this Master Indenture.

"SIFMA" means the Securities Industry and Financial Markets Association and its successors.

"SIFMA Swap Index" means, on any determination date, the rate calculated, on the basis of the seven day high grade market index comprised of tax exempt variable rate demand obligation reset rates, by Bloomberg (or successor organizations) and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA as the SIFMA Municipal Swap Index on such date.

"Subordinate Debt Service Fund" means a Subordinate Debt Service Fund established for a series or issue of Subordinate Obligation as described in Section 7.1.

"Subordinate Obligations" means any other NVTC Debt that is made specifically subordinate as to payment and security to the Bonds.

"Supplemental Indenture" means any indenture supplementary to or amendatory of this Master Indenture or any Supplemental Indenture or Series Supplement now or hereafter duly executed and delivered in accordance with the provisions of this Master Indenture, including a Series Supplement.
"Swap Provider" means, with respect to a Hedge Agreement, the Person that is identified in such agreement as the counterparty to, or contracting party with, NVTC.

"Swap-Related Bonds" means all or any portion of Bonds with respect to which NVTC has entered into a Hedge Agreement identified as relating to such Bonds, whether or not such Hedge Agreement constitutes a "qualified hedge" under the Tax Code.

"Tax Code" means the Internal Revenue Code of 1986, as amended, as in effect upon the issuance of and thereafter applicable to any Series of Bonds and the regulations of the U.S. Department of the Treasury promulgated thereunder as in effect upon the issuance of and thereafter applicable to any Series of Bonds.

"Tax Regulatory Agreement" means, with respect to any Series of Bonds, the Tax Certificate and Regulatory Agreement, dated the date of the issuance of the Related Series of Bonds, or similar document entered into by NVTC for the benefit of the Owners of the Bonds of such Series, as the same may be modified, altered, amended or supplemented pursuant to its terms.

"Term Bonds" means all or some of the Bonds of a Series, other than Serial Bonds, that shall be stated to mature on one or more dates and that are so designated in the Related Series Supplement.

"Transportation District Act" has the meaning set forth in the Recitals.

"Trustee" means U.S. Bank Trust Company, National Association, as trustee, and its successors serving in the same capacity under this Master Indenture.

"Variable Rate Bonds" means any Bonds the interest rate on which is not established, at the time such Bonds are issued, at a single numerical rate for the entire term of the Bonds.

"Verification Agent" means (i) a firm of nationally-recognized independent certified public accountants or (ii) any other qualified firm acceptable to NVTC and the Trustee.

"Virginia Code" means the Code of Virginia of 1950, as amended, and any successor provisions of law.

"VPRA" means the Virginia Passenger Rail Authority.

Section 1.2 Rules of Construction. The following rules shall apply to the construction of this Master Indenture:

(a) Singular words can connote the plural number as well as the singular and vice versa, as context may require.

(b) Words importing the redemption or calling for redemption of Bonds do not refer to or connote the payment of Bonds at their stated maturity.
(c) All references in this Master Indenture to particular Articles, Sections or Exhibits are references to Articles, Sections or Exhibits of this Master Indenture unless otherwise indicated.

(d) The headings and table of contents as used in this Master Indenture are solely for convenience of reference and do not constitute a part of this Master Indenture and do not affect its meaning, construction or effect.

(e) Unless specifically provided otherwise in this Master Indenture or a Supplemental Indenture, any requirement that an obligation be or remain in a particular rating category assigned by a Rating Agency is to be applied without regard to any refinement or gradation of the rating category by numerical modifier or otherwise.

(f) Unless otherwise provided in a Supplemental Indenture, where the character or amount of any asset, liability or item of income or expense is required to be determined or any consolidation, combination or other accounting computation is required to be made for the purposes hereof or for the purpose of any document, affidavit or certificate to be executed and delivered in accordance with or pursuant this Master Indenture or Supplemental Indenture, the same shall be done in accordance with GAAP; provided, however, that whenever the context makes clear that the requirement is that cash, or its equivalent, be available to pay debt service on NVTC Debt, computations regarding such requirement shall be computed on a cash basis, and not on a GAAP basis.

ARTICLE II
ESTABLISHMENT OF TRUST

Section 2.1 Security for Bonds. (a) In order to provide for and secure the payment of the principal of and the premium, if any, and interest on the Bonds of all Series issued hereunder, and to secure the performance of all of the obligations of NVTC with respect to such Bonds, this Master Indenture and the Series Supplements, subject to the terms hereof and thereof, NVTC hereby pledges, assigns and grants to the Trustee:

(1) all of the Revenues;

(2) the Revenue Stabilization Fund; and

(3) all other property of any kind mortgaged, pledged or hypothecated to provide for the payment of or to secure the Bonds of all Series issued hereunder by NVTC or by anyone on its behalf and with its written consent at any time as and for additional security under this Master Indenture and the Series Supplements in favor of the Trustee, which is authorized to receive all such property at any time and to hold and apply it subject to the terms of this Master Indenture and the Series Supplements.

(b) In order to provide for and secure the payment of the principal of and the premium, if any, and interest on each Series of Bonds issued hereunder, and to secure the performance of all of the obligations of NVTC with respect to such Series, this Master Indenture, and the Related Series Supplement, subject to the terms hereof and thereof, NVTC hereby...
pledges, assigns and grants to the Trustee with respect to such Series (and to such Series only) the money and investments held in the Related Project Fund (if any), Debt Service Fund and Debt Service Reserve Fund (if any).

(c) NVTC's authority to receive any or all of the Revenues is subject to appropriation by the General Assembly, and neither the General Assembly or NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefits of the Owners of the Bonds, the Trustee or any other Person.

Section 2.2 Bond Credit Facility. The Trustee shall hold any Bond Credit Facility that is given to secure some, but not all, of the Bonds, together with money drawn or paid under it, solely as security for the Bonds of the Series to which such Bond Credit Facility is Related. Neither such Bond Credit Facility nor any money drawn or paid under it will secure the payment of any other Series of Bonds.

ARTICLE III
GENERAL TERMS AND CONDITIONS OF BONDS

Section 3.1 Authority for Master Indenture. NVTC approved and authorized the execution and delivery of this Master Indenture under the Initial Bond Resolution. NVTC has ascertained that the execution of and the transactions contemplated by this Master Indenture are in furtherance of both NVTC's purposes and the exercise of the powers granted to NVTC by the Virginia Code.

Section 3.2 Indenture Constitutes Contract. In consideration of the Owners' purchase and acceptance of the Bonds, the provisions of this Master Indenture and the Supplemental Indentures and the Assignment and Payment Agreement are a part of NVTC's contract with the Owners and are deemed to be and constitute a contract among NVTC, the Trustee and the Owners from time to time of the Bonds.

Section 3.3 Form and Details of Each Series of Bonds. The forms, details and terms of each Series of Bonds, the funds and accounts to be established with respect to such Series, and such other matters as NVTC and the Trustee may agree upon and as may be required or permitted by this Master Indenture shall be set forth in the Related Series Supplement.

Section 3.4 Obligation of Bonds. (a) This Master Indenture creates a continuing pledge and lien to secure the full and final payment of the principal of and premium, if any, and interest of each Series of Bonds. The Bonds of each Series are limited obligations of NVTC payable solely from the revenues, money and other property pledged by this Master Indenture and the Related Series Supplement. Each Bond shall contain on its face a statement to the effect that (i) it shall not be a debt of the Commonwealth or any political subdivision thereof (including any Participating Jurisdiction or Contributing Jurisdiction or any other county or city presently comprised by the Districts or that may agree to join the Districts) other than NVTC and (ii) it shall not constitute indebtedness within the meaning of any debt limitation or restriction, except as may be provided under the Transportation District Act.
For so long as the Funding Agreement remains in effect, each Bond and Subordinate Obligation must include a conspicuous recital on its face stating: (i) payment of the principal and interest thereon does not constitute a claim again DRPT’s or VPRA’s interest in the Rail Facilities (as defined in the Funding Agreement), or any part thereof; (ii) payment of the principal and interest thereon is not an obligation, moral or otherwise, of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth, other than NVTC; and (iii) neither the full faith and credit nor the taxing power of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth is pledged to the payment of the principal and interest thereon; and (iv) the Bond or Subordinate Obligation is a limited obligation of NVTC payable solely from the Revenues and other property pledged therefor. Nothing herein shall preclude the NVTC from making any clarifications to the foregoing recital that may be reasonably necessary to address any liability of the Commissions themselves.

In addition, for so long as the Funding Agreement remains in effect, each Bond and Subordinate Obligation must also include an affirmative statement to the effect that the Trustee's or Owner's or owner or holder of the Subordinate Obligation's sole interest is in the Revenues and other property pledged therefor, and the Trustee, Owner or other owner or holder has no rights by lien or otherwise against the title of DRPT or VPRA to or real property interest in the Rail Facilities or any other facilities owned by DRPT or VPRA.

Section 3.5 Payment of Bonds. The principal of and premium, if any, and interest on Bonds of each Series shall be payable in lawful money of the United States of America, but only from the Revenues and other moneys pledged to such payment pursuant to this Master Indenture and the Related Series Supplement. The principal of and premium, if any, and interest on Bonds of each Series shall be payable at such place or places and in such manner as specified in the Related Series Supplement. Unless otherwise provided in the Related Series Supplement, if a Payment Date for any Bonds of any Series or the date fixed for the redemption of any such Bonds is not a Business Day, then payment of the principal and premium, if any, and interest need not be made on such date, but may be made on the next succeeding date which is a Business Day, and if made on such next succeeding Business Day no additional interest will accrue for the period after such Payment Date or date fixed for redemption.

Section 3.6 Execution of Bonds. (a) Except as may be otherwise provided in the Related Series Supplement, all of the Bonds of each Series shall be executed on behalf of NVTC by, or bear the facsimile signature of the Chair or Vice Chair of NVTC, and the corporate seal of NVTC (which may be a facsimile) will be affixed (or imprinted or engraved if a facsimile) thereon and attested by the manual or facsimile signature of the Executive Director of NVTC.

(b) If any of the officers who have signed or sealed any of the Bonds of a Series or whose facsimile signature is on such Bonds ceases to be an officer of NVTC before the Bonds so signed and sealed have been actually authenticated by the Trustee or delivered by NVTC, the Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though such officer had not ceased to be an officer of NVTC. Any Bond of a Series may be signed and sealed on behalf of NVTC by those Persons who, at the actual date of the execution of the Bond, are the proper officers of NVTC, although at the date of the original issuance of the Bond they were not officers of NVTC.
Section 3.7 **Authentication of Bonds.** No Bond of any Series shall be secured by this Master Indenture, entitled to its benefits or be valid for any purpose unless there is endorsed on the Bond the Trustee's certificate or authentication, substantially in the form prescribed by the Related Series Supplement. The Trustee shall authenticate each Bond with the signature of an authorized officer of the Trustee, but it shall not be necessary for the same Person to authenticate all of the Bonds. The Trustee's certificate of authentication on a Bond of any Series issued by NVTC shall be conclusive evidence that the Bond has been duly authenticated and delivered under this Master Indenture.

Section 3.8 **Registration, Transfer and Exchange.** (a) Except as may be otherwise provided in the Related Series Supplement, NVTC shall cause books for the registration and registration for transfer or exchange of the Bonds of each Series to be kept at the designated corporate trust office of the Trustee. NVTC appoints the Trustee as its registrar and transfer agent to keep such books and to make registrations and registrations of transfer or exchange under such reasonable regulations as NVTC or the Trustee may prescribe.

(b) Upon surrender for registration of transfer or exchange of any Bond at the designated corporate trust office of the Trustee, NVTC shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of like date, tenor and of any authorized denomination for the aggregate principal amount which the Owner is entitled to receive, subject in each case to such reasonable regulations as NVTC or the Trustee may prescribe. All Bonds presented for registration of transfer, exchange, redemption or payment shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to NVTC and the Trustee, duly executed by the Owner or by the Owner's duly authorized attorney-in-fact or legal representative. No Bond may be registered to bearer.

(c) New Bonds of any Series delivered upon any transfer or exchange shall be valid obligations of NVTC evidencing the same debt as the Bonds surrendered and shall be secured by this Master Indenture and the Related Series Supplement and entitled to their benefits to the same extent as the Bonds surrendered. Registrations of transfers or exchange will be made by the Trustee within such time periods as are customary in the municipal securities industry.

Section 3.9 **Charges for Exchange or Transfer.** Except as provided in Section 3.11, no charge shall be made for any registration of transfer or exchange of Bonds, but NVTC or the Trustee may require payment by the Owner of the Bonds of a sum sufficient to cover any applicable tax or other governmental charge that may be imposed.

Section 3.10 **Temporary Bonds.** (a) Until Bonds of any Series in definitive form are ready for delivery, NVTC may execute, and upon its request in writing, the Trustee shall authenticate and deliver in lieu of definitive Bonds and subject to the same provisions, limitations and conditions, one or more printed, lithographed or typewritten Bonds in temporary form, in substantially the form set forth in the Related Series Supplement, with appropriate omission, variations and insertions.

(b) Except as may be otherwise provided in the Related Series Supplement, NVTC shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and, upon
the presentation and surrender of the Bond or Bonds of any Series in temporary form to the
Trustee at its designated corporate trust office, the Trustee shall authenticate and deliver in
exchange, a Bond or Bonds of the same maturity and Series in definitive form, in the authorized
denominations, and for the same aggregate principal amount as the Bond or Bonds in temporary
form surrendered. Such exchange shall be made at NVTC's expense.

Section 3.11 Mutilated, Lost, Stolen or Destroyed Bonds. (a) If any Outstanding
Bond is mutilated, lost, stolen or destroyed, NVTC shall execute, and, upon NVTC's request in
writing, the Trustee shall authenticate and deliver, a new Bond of the same Series, principal
amount and maturity and of like tenor as the mutilated, lost, stolen or destroyed Bond in
exchanged and substitution for a mutilated Bond, or in lieu of and substitution for a lost, stolen
or destroyed Bond.

(b) Persons shall apply for exchange and substitution of mutilated, lost, stolen
or destroyed Bonds to the Trustee at its designated corporate trust office and the applicant shall
furnish to NVTC and the Trustee security or indemnification to their satisfaction. In every case
of loss, theft or destruction of a Bond, the applicant shall also furnish to NVTC and the Trustee
evidence to their satisfaction of the loss, theft or destruction and of the identity of the applicant.
In every case of mutilation of a Bond, the applicant shall surrender the Bond so mutilated for
cancellation.

(c) Notwithstanding the foregoing provisions of this Section, if any Bond has
matured and no default has occurred which is then continuing in the payment of the principal of
or premium, if any, or interest on the Bond, NVTC may authorize the payment of the Bond
(without surrender except in the case of a mutilated Bond) instead of issuing a substitute Bond,
provided security or indemnification is furnished as provided in this Section.

(d) NVTC and the Trustee may charge the Owner their reasonable fees and
expenses in connection with the issuance of any substitute Bond. Every substitute Bond issued
pursuant to the provisions of this Section shall constitute a contractual obligation of NVTC,
whether or not the lost, stolen or destroyed Bond is found or delivered at any time, or is
enforceable by anyone, and shall be entitled to all of the benefits of this Master Indenture and the
Supplemental Indentures equally and proportionally with any and all other Bonds duly issued
under this Master Indenture to the same extent as the Bond in substitution for which such Bond
was issued.

(e) The provisions of this Section are exclusive and shall preclude (to the
extent lawful) all of the rights and remedies with respect to the payment of mutilated, lost, stolen,
or destroyed Bonds, including those granted by any law or statute now existing or hereafter
enacted.

Section 3.12 Cancellation of Bonds. Any temporary or mutilated Bond surrendered to
the Trustee, or any Bond redeemed or paid at maturity, or any Bond delivered for transfer,
exchange or replacement, or purchase pursuant to instructions from NVTC, shall be canceled or
destroyed, and the Trustee shall deliver the canceled Bond or a certificate of destruction of such
Bond to NVTC.
Section 3.13  DTC Book-Entry System Provisions.  (a) Notwithstanding anything to the contrary in this Master Indenture, except as may be otherwise provided in the Related Series Supplement, all of the Bonds of each Series shall be registered in the name of Cede & Co., a nominee of The Depository Trust Company, New York, New York (“DTC”), and immobilized in DTC’s custody, or in the custody of the Trustee as “FAST” agent for DTC. One Bond for the original principal amount of each maturity of a Series will be registered to Cede & Co. Beneficial owners of the Bonds will not receive physical delivery of the Bonds. Individual purchases of the Bonds may be made in book-entry form only in minimum denominations and integral multiples thereof. Payments of principal of and premium, if any, and interest on the Bonds will be made to DTC or its nominee as the sole bondholder on the applicable Payment Date.

DTC is responsible for the transfer of the payments of the principal of and premium, if any, and interest on the Bonds to the participants of DTC, which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations (the “Participants”) and selection of Bonds to be redeemed in the case of a partial redemption. Transfer of the payments of the principal of and premium, if any, and interest on the Bonds to beneficial owners of the Bonds is the responsibility of the Participants and other nominees of such beneficial owners.

Transfer of beneficial ownership interests in the Bonds shall be made by DTC and its Participants, acting as nominees of the beneficial owners of the Bonds, in accordance with rules specified by DTC and its Participants. Neither NVTC nor the Trustee makes any assurances that DTC, its Participants or other nominees of the beneficial owners of the Bonds will act in accordance with such rules or on a timely basis.

NVTC and the Trustee disclaim any responsibility or obligations to the Participants or the beneficial owners with respect to (i) the accuracy of any records maintained by DTC or any Participant, (ii) the payment by DTC or any Participant of any amount due to any beneficial owner in respect of the principal of and premium, if any, and interest on the Bonds, (iii) the delivery by DTC or any Participant of any notice to any beneficial owner that is required or permitted under the terms of this Master Indenture to be given to bondholders, (iv) the selection of the beneficial owners to receive payment in any partial redemption of the Bonds, or (v) any consent given or other action taken by DTC as bondholder.

So long as Cede & Co., as nominee of DTC, is the sole bondholder, references in this Master Indenture to the bondholders, holders or registered owners of the Bonds shall mean Cede & Co. and not the beneficial owners of the Bonds. Any notice to or consent requested of bondholders under this Master Indenture shall be given to or requested of Cede & Co.

(b) Replacement Bonds (the “Replacement Bonds”) will be registered in the name of and be issued directly to beneficial owners of the Bonds rather than to DTC, or its nominee, but only if:

(1) DTC determines not to continue to act as securities depository for the Bonds; or
The Trustee or NVTC has advised DTC of the Trustee’s or NVTC’s determination that DTC is incapable of discharging its duties or that it is otherwise in the best interests of the beneficial owners of the Bonds to discontinue the book-entry system of transfer.

Upon the occurrence of an event described in clause (1) or (2) (and the Trustee and NVTC undertake no obligation to make any investigation regarding the matters described in clause (2)), NVTC may attempt to locate another qualified securities depository. If NVTC fails to locate another qualified securities depository to replace DTC, NVTC shall execute and the Trustee shall authenticate and deliver to the Participants the Replacement Bonds to which the Participants are entitled for delivery to the beneficial owners of the Bonds. The Trustee shall be entitled to rely on the records provided by DTC as to the Participants entitled to receive Replacement Bonds. The holders of the Replacement Bonds shall be entitled to the lien and benefits of this Master Indenture.

ARTICLE IV
REDEMPTION OF BONDS

Section 4.1 Redemption of Bonds. The Bond of each Series shall be subject to redemption as specified in the Related Series Supplement.

Section 4.2 Selection of Bonds for Redemption. Bonds of any Series to be called for redemption shall be selected as provided in the Related Series Supplement. The Trustee shall treat each Bond of a denomination greater than the minimum denomination authorized in the Related Series Supplement as representing the number of separate Bonds that can be obtained by dividing the Bond's actual principal amount by such minimum denomination.

Section 4.3 Notice of Redemption. (a) Except as otherwise provided in the Related Series Supplement, in the case of any redemption of the Bonds of any Series, the Trustee shall give notice in the name of NVTC, as provided for in this Section, that Bonds of particular Series identified by serial or CUSIP numbers have been called for redemption and, in the case of Bonds to be redeemed in part only, the principal amount of the Bonds that have been called for redemption (or if all the Outstanding Bonds of a Series are to be redeemed, so stating, in which event serial or CUSIP numbers may be omitted), that they will be due and payable on the date fixed for redemption (specifying the date) upon surrender of the Bonds at the designated corporate trust office of the Trustee, at the applicable redemption price (specifying the price) together with any accrued interest to such date, and that all interest on the Bonds to be redeemed will cease to accrue on and after such date.

(b) Unless otherwise specified in the Related Series Supplement, such notice shall be mailed by first class mail, postage prepaid, or, if Cede & Co. or other nominee of DTC is the sole Owner, delivered electronically, not less than 30 nor more than 60 days before the date fixed for redemption, to the Owners of the Bonds called for redemption, at their respective addresses as they last appear on the registration books maintained by the Trustee. The receipt of notice will not be a condition precedent to the redemption and failure to deliver any notice to an Owner or any defect in any notice will not affect the validity of the proceedings for the redemption of Bonds. If, at the time of the delivery of the notice of any optional redemption,
there has not been deposited with the Trustee moneys sufficient to redeem all of the Bonds called for redemption, on written instructions of NVTC the notice may state that it is conditional on the deposit of redemption moneys with the Trustee not later than the opening of business on the redemption date.

Section 4.4 Payment of Redeemed Bonds. (a) Except as otherwise provided in Section 4.3 for conditional notices of optional redemption or in the Related Series Supplement, if notice of redemption has been given as provided in Section 4.3, the Bonds called for redemption shall be due and payable on the date fixed for redemption at a redemption price equal to the principal amount of and premium, if any, on the Bonds, together with accrued interest to the date fixed for redemption. Payment of the redemption price shall be made by the Trustee upon surrender of the Bonds, if funds are on deposit for that purpose. If less than the full principal amount of a Bond is called for redemption, NVTC shall execute and deliver and the Trustee shall authenticate, upon surrender of the Bond, and without charge to the Owner, Bonds of the same Series for the unredeemed portion of the principal amount of the Bond so surrendered.

(b) If any Bond has been duly called for redemption and payment of the principal of and premium, if any, and unpaid interest accrued to the date fixed for redemption on the Bond has been made or provided for, then, notwithstanding that the Bond called for redemption has not been surrendered for cancellation, interest on the Bond shall cease to accrue from the date fixed for redemption. In addition, from and after the date fixed for redemption, the Bond shall no longer be entitled to any lien, benefit or security under this Master Indenture, and its Owner shall have no rights in respect of the Bond except to receive payment of the principal of and premium, if any, and unpaid interest accrued to the date fixed for redemption of the Bond.

ARTICLE V
ISSUANCE OF BONDS

Section 5.1 Issuance of Bonds. (a) NVTC may issue Bonds, subject to the terms and conditions contained in this Master Indenture, for any purpose permitted to be financed from the proceeds of NVTC Debt under the Transportation District Act or any other provision of the Virginia Code, including without limitation the financing of any Project and the refunding of any Bonds previously issued and Outstanding. Such Bonds may be issued in any form permitted by law, including, but not limited to, Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Optional Tender Bonds, Serial Bonds or Term Bonds or any combination thereof.

(b) NVTC shall not issue or incur any NVTC Debt that will be secured by a pledge of the Revenues or other property pledged by this Master Indenture to the payment of any Series of Bonds, except for Bonds and Subordinate Obligations; provided, however, that nothing contained in this Master Indenture shall prevent NVTC from issuing or incurring NVTC Debt payable out of or secured by a pledge of revenues to be derived on and after the date the pledge and lien of this Master Indenture is discharged and satisfied as provided in Article XII.

(c) Subject to the restrictions set forth in subsection (b) of this Section and the requirements of Section 5.3 hereof, NVTC reserves the right in its sole discretion and without the consent of the Trustee or any Owner of any Bond or the holder or owner of any Subordinate
Obligation to issue from time to time NVTC Debt for any lawful purpose authorized by the Virginia Code.

**Section 5.2 Parity of Bonds.** This Master Indenture constitutes a continuing irrevocable pledge, assignment and grant of the Revenues and the other property of NVTC pledged in Section 2.1(a) to secure payment of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be executed authenticated and delivered under this Master Indenture. Except as otherwise provided in this Master Indenture, all Bonds shall in all respects be equally and ratably secured under this Master Indenture without preference, priority or distinction on account of the time of their authentication, delivery or maturity, so that all Bonds at any time outstanding under this Master Indenture will have the same right, lien and preference under this Master Indenture with respect to the pledge set forth in Section 2.1(a) with like effect as if they had all been executed, authenticated and delivered simultaneously. Nothing in this Master Indenture shall be construed, however, as (i) requiring that any Bonds bear interest at the same rate or in the same manner as any other Bonds, have the same or an earlier or later maturity, have the same Principal or Interest Payment Dates as other Bonds, or be subject to mandatory or optional redemption before maturity on the same basis as any other Bonds, (ii) prohibiting NVTC from entering into financial arrangements, including any Bond Credit Facility or DSRF Credit Facility, designed to assure that funds will be available for the payment of certain Bonds at their maturity or tender for purchase or (iii) prohibiting NVTC from pledging funds or assets of NVTC other than those pledged under this Master Indenture or any Supplemental Indenture for the benefit of any Bonds. Subordinate Obligations shall in all respects be junior and subordinate to the Bonds.

**Section 5.3 Conditions of Issuing a Series of Bonds.** Before the issuance and authentication of any Series of Bonds by the Trustee, NVTC shall deliver or cause to be delivered to the Trustee:

(a) In the case of the initial Series of Bonds issued under this Master Indenture only:

1. An original executed counterpart of this Master Indenture;
2. An original executed counterpart of the Assignment and Payment Agreement;
3. A certified copy of the Initial Bond Resolution, which authorized the execution and delivery of this Master Indenture;
4. Evidence of the approval of the initial Series of Bonds by PRTC, the Participating Jurisdictions and the Contributing Jurisdictions; and
5. An Opinion or Opinions of Counsel, subject to customary exceptions and qualifications, to the effect that this Master Indenture has been duly authorized, executed and delivered by NVTC;

(b) An original executed counterpart of the Related Series Supplement which may include provisions (i) authorizing the issuance, fixing the principal amount and setting forth
the details of the Bonds of the Series then to be issued, the interest rate or rates and the manner in which the Bonds are to bear interest, the Principal and Interest Payment Dates of the Bonds, the purposes for which the Bonds are being issued, the date and the manner of numbering the Bonds, the series designation, the denominations, the maturity dates and amounts, the Amortization Requirements or the manner for determining such Amortization Requirements, and any other provisions for redemption before maturity; (ii) for Bond Credit Facilities for the Series and for the Funds to be established with respect to the Series of Bonds as required or authorized under this Master Indenture; (iii) for the application of the proceeds of the Bonds of the Series; (iv) any term or condition necessary or expedient for the issuance of Bonds constituting Variable Rate Bonds or Optional Tender Bonds, including without limitation, tender and remarketing provisions, liquidity facility provisions and provisions for establishing the variable rate and changing interest rate modes; (v) for the amount, if any, to be deposited into the Related Debt Service Reserve Fund, which will be an amount at least equal to the DSRF Requirement for the Bonds of the Series then to be issued; and (vi) for such other matters as NVTC may deem appropriate;

(c) A certified copy of each resolution adopted by NVTC authorizing the execution and delivery of the Related Series Supplement, any Related Bond Credit Facility and any Related Reimbursement Obligation and the issuance, sale, execution and delivery of the Series of Bonds then to be issued and evidence of any required approvals by PRTC, the Participating Jurisdictions and the Contributing Jurisdictions;

(d) Original executed counterparts of the Related Tax Regulatory Agreement if required under the Tax Code and any Related Bond Credit Facility and any Related Reimbursement Obligation;

(e) Except for the initial Series of Bonds to be issued under this Master Indenture and for any Series of Refunding Bonds, an Officer's Certificate to the effect that during any twelve consecutive months of the twenty-four months preceding the issuance of the Series of Bonds to be issued the Revenues deposited in the Revenue Fund were not less than 2.00 times the maximum annual Principal and Interest Requirements during the current or any future Fiscal Year on the Bonds Outstanding and the Series of Bonds to be issued;

(f) If the Bonds of the Series then to be issued are to be issued to refund Bonds issued and outstanding under this Master Indenture ("Refunding Bonds");

(1) Evidence satisfactory to the Trustee that NVTC has made provision for the payment or redemption of all of the Bonds to be refunded as required by this Master Indenture and the Related Series Supplements and for the payment of the estimated expenses of NVTC and the Trustee incident to the refunding, including, if applicable, the fees of the Verification Agent and the escrow agent for the Related Escrow Fund; and

(2) Either (i) an Officer's Certificate to the effect that, after the issuance of the Refunding Bonds and the provision for the payment of the Bonds to be refunded, the total Principal and Interest Requirements for each Fiscal Year in which there will be Outstanding Bonds of any Series not to be refunded
Section 5.4 Modification of Certain Definitions. (a) In the case of the following described types of Bonds, the definition of the term "Principal and Interest Requirements" for the purposes of preparing and delivering the Officer's Certificates described in Section 5.3(e) above and 8.4(b) below shall be modified as follows:

(1) Optional Tender Bonds. If any of the Outstanding Bonds or additional Bonds of the Series then to be issued constitute Optional Tender Bonds, then the options of the Owners of such Bonds to tender the same for payment prior to their stated maturity or maturities shall be disregarded and the Principal and Interest Requirements shall be calculated based on Assumed Debt Service, (ii) if such Bonds also constitute Variable Rate Bonds, NVTC shall also make the adjustments described in subsection (a)(2) below, and (iii) any obligation NVTC may have, other than its obligation on such additional Bonds
(which need not be uniform as to all Owners thereof), to reimburse any Person for its having extended a Bond Credit Facility shall be disregarded; and

(2) **Variable Rate Bonds.**

(A) **Tax-Exempt.** If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Variable Rate Bonds the interest on which is or will be excluded from gross income for federal income tax purposes, then the interest rate used in the above-described computations shall be assumed to equal the average of the SIFMA Swap Index for the five years preceding such date of calculation, or such other rate as shall be specified in a Related Series Supplement or in an Officer's Certificate in connection with the issuance of any additional Series of Bonds or any calculation of a DSRF Requirement.

(B) **Taxable.** If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Variable Rate Bonds the interest on which is or will be included in gross income for federal income tax purposes, then the interest rate used in the above-described computations shall be assumed to equal such rate as shall be specified in a Related Series Supplement or in an Officer's Certificate in connection with the issuance of any additional Series of Bonds or any calculation of the Reserve Requirement.

(C) **Swap-Related Bonds.** If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Swap-Related Bonds, then the Interest Requirements thereon during any Hedge Period and, for so long as the Swap Provider has not defaulted on its payment obligations under the related Hedge Agreement, shall be calculated by adding (i) the amount of interest payable by NVTC on such Swap-Related Bonds determined pursuant to the terms of (a)(1) and (a)(2)(A) or (B) above as applicable, and (ii) the amount of Hedge Payments payable by NVTC pursuant to the Hedge Agreement and subtracting (iii) the amount of Hedge Receipts payable by the Swap Provider to NVTC pursuant to the Hedge Agreement; provided, however, that if the Swap Provider is in default under the related Hedge Agreement, the Interest Requirements on the Swap-Related Bonds shall be the interest calculated as if such Hedge Agreement had not been executed. In determining the amount of Hedge Payments or Hedge Receipts that are not fixed throughout the Hedge Period (that is, which are variable), payable or receivable for any future period, such Hedge Payments or Hedge Receipts for any period of calculation (the "Determination Period") shall be computed by assuming that the variables comprising the calculation applicable to the Determination Period are equal to the higher of (i) such variables in effect as of the date of calculation and (ii) the average of the actual variables that were in effect (weighted according to the length of the period during which each such variable was in effect) for the most recent 12-month
period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a 12-month period).

(b) The conversion of Bonds constituting Variable Rate Bonds to bear interest at fixed rate or rates or vice-versa, in accordance with their terms, shall not constitute a new issuance of Bonds under this Master Indenture.

(c) With respect to any Bonds bearing interest that is subject to a direct-pay federal interest subsidy the amounts of which are not otherwise designated as Revenues, the interest rate on such Bonds shall be assumed to be the rate net of such interest subsidy.

Section 5.5 Delivery of Bonds. When the documents mentioned in Section 5.3 shall have been filed with the Trustee and when the Bonds of the Series then to be issued shall have been executed and authenticated as required by this Master Indenture, the Trustee shall deliver such Bonds at one time to or upon the order of the purchasers named in the Related Series Supplement, but only upon payment to or upon the order of NVTC of the purchase price of such Bonds and the accrued interest, if any, thereon. Notwithstanding the foregoing, for so long as Cede & Co. or other nominee of DTC is the Owner of such Bonds, delivery shall be made in accordance with the DTC FAST System as described in Section 3.13 hereof.

Section 5.6 Application of Bond Proceeds. The Trustee shall apply the proceeds of any Series of Bonds as provided in the Related Series Supplement.

Section 5.7 Subordinate Obligations. Nothing in this Master Indenture shall prohibit or prevent NVTC from authorizing and issuing Subordinate Obligations for any lawful purpose payable from Revenues subject and subordinate to the payment of any Bonds and to the deposits required to be made from Revenues to the Debt Service Funds, the Revenue Stabilization Fund and the Debt Service Reserve Funds or any other Fund or Account established to secure any Bonds, or from securing any Subordinate Obligations and their payment by a lien and pledge of Revenues junior and inferior to the lien on and pledge thereof for the payment and security of the Bonds. Any such Subordinate Obligations may only be declared immediately due and payable upon the occurrence of a default thereunder if payment of the Bonds has been accelerated in accordance with Article XIII.

ARTICLE VI
GENERAL COVENANTS AND PROVISIONS

Section 6.1 Payment of Bonds. NVTC shall promptly pay the principal of (whether at maturity, by mandatory sinking fund or optional redemption, or otherwise) and premium, if any, and interest on each Series of the Bonds on the dates and as provided in this Master Indenture, the Related Series Supplement and in such Series of Bonds; provided, however, that such obligations are limited obligations of NVTC as described in Section 3.4 above and are secured by and payable solely from Revenues and other moneys pledged, assigned and granted by NVTC to the Trustee under Article II.

Section 6.2 Covenants and Representations of NVTC. (a) NVTC shall faithfully observe and perform all of its covenants and agreements contained in this Master Indenture, in
every Bond executed, authenticated and delivered under this Master Indenture and in all pertinent proceedings of its members; provided, however, that NVTC's liability for any breach of or default under any such covenant, condition or agreement shall be limited solely to and satisfied solely from the sources of payment described in Section 6.1.

(b) NVTC and PRTC shall observe and perform all of their respective covenants and agreements contained in the Assignment and Payment Agreement and acknowledges that the Trustee on behalf of the Owners and beneficial owners of the Bonds is an express third-party beneficiary of certain provisions of the Assignment and Payment Agreement and shall be entitled to enforce, on behalf of the Owners and beneficial owners of the Bonds, all of the obligations and rights of the parties thereto.

Section 6.3 Further Assurances. Subject to the provisions of Sections 3.4 and 6.1 above, NVTC shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, such Supplemental Indentures and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying and pledging to the Trustee of all the rights assigned by this Master Indenture and the Revenues and other moneys pledged under this Master Indenture to the payment of the principal of and premium, if any, and interest on the Bonds. NVTC shall fully cooperate with the Trustee in protecting the Owners' rights and security.

Section 6.4 Records and Accounts; Inspections and Reports. NVTC shall maintain or cause to be maintained proper books of record and account, separate from any of its other records and accounts, showing complete and correct entries of all transactions relating to the Bonds and the Revenues and other money pledged hereunder to secure the Bonds. Such books and records of account shall at all times be open to inspection by such agents as may be designated by the Trustee or the Owners of twenty-five percent or more in aggregate Principal amount of Bonds then Outstanding. NVTC shall have an annual audit, which shall include the receipts and dispositions of the Revenues and other money pledged hereunder, made by an accountant or accounting firm within 270 days after the end of each Fiscal Year and shall furnish to the Trustee copies of the audit report as soon as such report is available, which report shall include statements in reasonable detail, certified by the accountant or accounting firm who or which prepared the report. Such report may be part of or incorporated in VRE’s annual comprehensive financial report.

Section 6.5 Reports by Trustee. The Trustee shall make periodic reports to NVTC of all money received, invested and expended by it with respect to the Bonds. The Trustee shall furnish to NVTC upon request (i) a statement of the Principal amount of Bonds Outstanding and unpaid as of the date of such request, (ii) the balance in each of the Funds and Accounts held by it pursuant to this Master Indenture and (iii) such information as may be necessary to complete the annual audit of NVTC as required by the Transportation District Act or to make any other report required by any other law now or hereafter in effect. NVTC agrees that the Trustee may provide all reports and account statements electronically.

Section 6.6 Covenants with Bond Credit Providers and DSRF Credit Providers. NVTC may make such covenants as it may in its sole discretion determine to be appropriate with any Bond Credit Provider or DSRF Provider that shall agree to provide for Bonds of any one or
more Series a Bond Credit Facility or a DSRF Credit Facility that shall enhance the security or the value of such Bonds and thereby reduce the Principal and Interest Requirements on such Bonds or substitute for amounts in the Related Debt Service Reserve Fund. Such covenants (if any) shall be set forth in the Related Series Supplement or other Supplemental Indenture and, if so included, shall be binding on NVTC, the Trustee, any Paying Agent and the Owners of the Bonds the same as if such covenants were set forth in full in this Master Indenture.

ARTICLE VII
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 7.1 Establishment of Funds.

(a) The Funds listed below are hereby established with respect to all of the Outstanding Bonds and Subordinate Obligations issued under or in accordance herewith:

(1) Revenue Fund, to be held by the Trustee;
(2) Revenue Stabilization Fund, to be held by the Trustee; and
(3) Residual Fund, to be held by NVTC.

(b) The Funds listed below are to be established with respect to each separate Series of Bonds in the Related Series Supplement, and the Trustee shall hold such Funds without commingling the monies held therein, except that (i) NVTC has the option not to establish a Debt Service Reserve Fund for a Series of Bonds and (ii) NVTC shall hold each Cost of Issuance Fund.

(1) Cost of Issuance Fund;
(2) Project Fund and/or Escrow Fund, as appropriate;
(3) Debt Service Fund; and
(4) Debt Service Reserve Fund, if applicable.

(c) A Subordinate Debt Service Fund is to be established with respect to series or issue of Subordinate Obligation, and the Trustee shall hold each such Fund without commingling the monies held therein.

(d) NVTC may direct that a Debt Service Fund and/or Debt Service Reserve Fund established for a Series of Bonds shall also provide for the payment of and/or secure any Refunding Bonds issued to refund such Series of Bonds in whole or in part.

Section 7.2 Establishment and Custody of Certain Special Funds. (a) NVTC may establish with the Trustee or an escrow agent satisfactory to the Trustee in connection with the issuance of any Series of Refunding Bonds an Escrow Fund to provide for the application and investment of the portion of the proceeds of such Series to be used to refund the refunded Bonds.
Such Escrow Fund shall be established under or in accordance with the Related Series Supplement.

(b) NVTC may establish with the Trustee in connection with the incurrence of any Reimbursement Obligation a Reimbursement Account in any Related Debt Service Fund. Amounts held for the credit of any Reimbursement Account shall be paid out by the Trustee as necessary to enable NVTC to meet its obligations constituting Reimbursement Obligations.

ARTICLE VIII
OPERATION OF REVENUE FUND, PLEDGED FUNDS AND RESIDUAL FUND

Section 8.1 Revenue Fund. (a) The Revenue Fund itself is not pledged to secure any of the Bonds or the Subordinate Obligations. The Trustee will credit to the Revenue Fund all Revenues immediately upon receipt.

(b) At least once each month, not later than the last Business Day of each month, the Trustee shall make transfers from the Revenue Fund in the amounts and in the order of priority set forth below:

FIRST: To each Debt Service Fund, ratably, as follows: (i) first, in each Interest Account an approximately equal amount each month during each Interest Period for the Related Series of Bonds such that (after taking into consideration the amount, if any, then on deposit in such Interest Account), on the fifth Business Day immediately preceding the next Interest Payment Date for the Series of Bonds, there will be on deposit in the Interest Account an amount equal to the interest on the Outstanding Bonds of the Series to become due on such Interest Payment Date; provided, however, if on the last Business Day of any month, the required deposit to the Interest Account for that month is not made with respect to any Series of Bonds, the requirement will be cumulative and will be added to the deposit required in each succeeding month until the deposit is made; and (ii) then, in each Principal Account an approximately equal amount each month during the Principal Period for the Related Series of Bonds such that (after taking into consideration the amount, if any, then on deposit in such Principal Account), on the fifth Business Day immediately preceding the next Principal Payment Date for the Series of Bonds, there will be on deposit in the Principal Account an amount equal to the principal and Accreted Value of the Outstanding Bonds of the Series maturing or required to be redeemed on such Principal Payment Date; provided, however; if on the last Business Day of any month, the required deposit to the Principal Account is not made with respect to any Series of Bonds, the requirement will be cumulative and will be added to the deposit required in each succeeding month until the deposit is made;

SECOND: To the Revenue Stabilization Fund the amount, if any, required so that the balance in such Fund shall equal the Revenue Stabilization Requirement;
THIRD: To each Debt Service Reserve Fund, ratably, the amount, if any, required so that the balance in each such Fund shall equal to the respective DSRF Requirement (which shall include the reimbursement of any DSRF Credit Provider for any drawings on a DSRF Credit Facility and the payment of any interest, penalties or fees assessed by the DSRF Credit Provider);

FOURTH: To each Subordinate Debt Service Fund, ratably, the amount, if any, required so that the balance in each such Fund shall equal the amount of principal, if any, and interest due on the Related Subordinate Obligations on the next ensuing payment date; provided that NVTC shall receive a credit against such transfer for the amount, if any, held in a Subordinate Debt Service Fund as capitalized interest or otherwise, together with the investment earnings thereon; and

FIFTH: To the credit of the Residual Fund, the balance remaining in the Revenue Fund.

(c) In the case of Bonds of a Series secured by a Bond Credit Facility, amounts credited to the Revenue Fund may be transferred to the Related Debt Service Fund or as the case may be, the Related Reimbursement Account or elsewhere as provided in the Related Series Supplement to reimburse the Bond Credit Provider for amounts drawn under the Bond Credit Facility to pay the principal of and premium, if any, and interest on such Bonds.

Section 8.2 Debt Service Funds. (a) The Trustee shall promptly deposit the following amounts in each Debt Service Fund:

(1) The amount, if any, of the proceeds of the Related Series of Bonds required by the Related Series Supplement to be deposited in the Debt Service Fund with respect to accrued and/or capitalized interest;

(2) All amounts required to be transferred to the Debt Service Fund from the Revenue Fund pursuant to Section 8.1(b);

(3) Any amounts required to be transferred to the Debt Service Fund from the Revenue Stabilization Fund or the Related Debt Service Reserve Fund as provided under Section 8.3 and Section 8.4; and

(4) Any other amounts required to be paid to the Debt Service Fund or otherwise made available for deposit therein, including amounts that may be made available from the Residual Fund or pursuant to the Related Series Supplement.

(b) The Trustee shall pay out of each Debt Service Fund to the Paying Agent for the Related Series of Bonds (i) on each Interest Payment Date, the amount required for the payment of interest on such Bonds then due, (ii) on any redemption date, the amount required for the payment of accrued interest on such Bonds to be redeemed, unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied by the Paying Agent, as applicable, to such payment and (iii) the accrued interest included in the Purchase
Price of any Bonds of the Related Series purchased for retirement pursuant to this Master Indenture, and such amounts shall be applied by the Paying Agent to such payments.

(c) The Trustee shall pay out of each Debt Service Fund to the Paying Agent for the Related Series of Bonds on each Principal Payment Date and redemption date for such Bonds, the amounts then required for the payment of such principal or redemption price, and such amounts shall be applied by the Paying Agent to such payments.

Section 8.3 Revenue Stabilization Fund. (a) Except as provided below, the Trustee shall apply the balance in the Revenue Stabilization Fund ratably to cure deficiencies in the Debt Service Funds as provided in Section 8.2 before any amounts in the Debt Service Reserve Funds are used for such purpose.

(b) Notwithstanding subsection (a), the Trustee shall apply amounts in the Revenue Stabilization Fund to pay the Rebate Amount with respect to any Series of Bonds if so directed in an Officer's Certificate and such other costs related to administering the Indenture and the Outstanding Bonds as may be specified in a Supplemental Indenture.

(c) NVTC shall from time to time cause an NVTC Representative to assess the adequacy of the Revenue Stabilization Requirement under the then-current experience of the timeliness, frequency and amounts of the transfers of funds from the CROC Fund and the need to pay the Rebate Amount with respect to each Series of Bonds for which a Rebate Amount is or may be owed. If at any time such NVTC Representative determines in his or her judgment that the amount of the Revenue Stabilization Requirement should be changed, he or she will provide to the Trustee an Officer's Certificate setting forth the amount of the new Revenue Stabilization Requirement and the date on which the new Revenue Stabilization Requirement will take effect. If the Revenue Stabilization Requirement is to be reduced, the Officer's Certificate will also contain certifications to the effect that as of the date of the Officer's Certificate (i) all required deposits to the various Funds and Accounts established under this Master Indenture and the Supplemental Indentures have been made, (ii) the balance in each Debt Service Reserve Fund is at least equal to its respective DSRF Requirement, (iii) no Event of Default under this Master Indenture or any Series Supplement with respect to any Series of Bonds Outstanding has occurred and is continuing to the best of the knowledge of the signatory, and (iv) the reduction is not expected to materially impair NVTC's ability to make debt service payments on the Bonds or to pay the Rebate Amounts with respect thereto.

(d) On each RSF Valuation Date, the Trustee shall determine if the balance in the Revenue Stabilization Fund is at least equal to the Revenue Stabilization Requirement. In making each such determination, investments in the Revenue Stabilization Fund shall be valued as provided in Section 11.3 below or as otherwise provided in a Supplemental Indenture. If on any RSF Valuation Date the amount in the Revenue Stabilization Fund (i) is less than the Revenue Stabilization Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the deficiency, or (ii) is greater than the Revenue Stabilization Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the surplus.
(e) If the amount in the Revenue Stabilization Fund exceeds the Revenue Stabilization Requirement on any RSF Valuation Date, NVTC may direct the Trustee by an Officer's Certificate to transfer the surplus to the Residual Fund.

Section 8.4 Debt Service Reserve Funds. (a) Except as specifically provided below, the amount in each Debt Service Reserve Fund shall be used solely to cure deficiencies in the amount on deposit in the Related Debt Service Fund that may exist after amounts in the Revenue Stabilization Fund have been exhausted. If there are insufficient funds in a Debt Service Fund to pay the principal of and interest on the Related Series of Bonds when due, then the Trustee shall transfer to such Fund the amount of deficiency first from the Revenue Stabilization Fund as provided in Section 8.3 above and then from the Related Debt Service Reserve Fund.

(b) On each DSRF Determination Date, the Trustee shall determine if the balance in each Debt Service Reserve Fund is at least equal to the Related DSRF Requirement; provided that if any of the Bonds Related to a Debt Service Reserve Fund are Bonds described in Section 5.4, then NVTC shall deliver to the Trustee prior to such DSRF Determination Date an Officer's Certificate setting forth the maximum Principal and Interest Requirements on such Bonds determined in accordance with Section 5.4 mutatis mutandis. In making each such determination, investments in each Debt Service Reserve Fund shall be valued as provided in Section 11.3 below or as otherwise provided in the Related Series Supplement. If on any DSRF Determination Date the amount in any Debt Service Reserve Fund (i) is less than its DSRF Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the deficiency, or (ii) greater than the DSRF Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the surplus.

(c) Any interest earned from the investment of money in a Debt Service Reserve Fund shall be transferred upon receipt to the Revenue Fund, the Related Debt Service Fund, and/or applied to pay any Rebate Amounts in accordance with the Series Supplements and Tax Regulatory Agreements (as confirmed in an Officer's Certificate) to the extent that such transfer will not cause the balance in the Debt Service Reserve Fund to be less than the Related DSRF Requirement. If on any DSRF Determination Date there exists a surplus in a Debt Service Reserve Fund, the Trustee shall transfer such surplus to the Revenue Fund, the Related Debt Service Fund and/or applied to pay any Rebate Amounts in accordance with the Series Supplements and Tax Regulatory Agreements (as confirmed in an Officer's Certificate); provided, however, that if on any DSRF Determination Date there exists or will exist a surplus in a Debt Service Reserve Fund as the result of the payment at maturity, redemption or defeasance under Article XII of a portion of the Bonds of the Related Series on or as of such DSRF Determination Date, then the Trustee is authorized to transfer the surplus (including to an Escrow Fund for any such Bonds to be redeemed or defeased) as specified in (i) a Series Supplement (and confirmed in an Officer's Certificate) or (ii) an Officer's Certificate.

(d) In lieu of maintaining and depositing money or securities in a Debt Service Reserve Fund, NVTC may deposit with the Trustee a DSRF Credit Facility in an amount equal to all or a portion of the applicable DSRF Requirement. Any DSRF Credit Facility will permit the Trustee to draw or obtain under it for deposit in the Debt Service Reserve Fund amounts that, when combined with the other amounts in such Fund, are not less than the applicable DSRF Requirement.
The Trustee will make a drawing on or otherwise obtain funds under any DSRF Credit Facility before its expiration or termination (i) whenever money is required for the purposes for which Debt Service Reserve Fund money may be applied and (ii) unless such DSRF Credit Facility has been extended or a qualified replacement for it delivered to the Trustee, in the event NVTC has not deposited immediately available funds equal to the applicable DSRF Requirement at least two Business Days preceding the expiration or termination of such DSRF Credit Facility.

If NVTC provides the Trustee with a DSRF Credit Facility as provided in this subsection, the Trustee will transfer the corresponding amount of funds then on deposit in the applicable Debt Service Reserve Fund to NVTC, provided NVTC delivers to the Trustee (i) an Opinion of Bond Counsel that such transfer of funds will not adversely affect the excludability from gross income for purposes of federal income taxation of interest on any Bonds the interest on which was excludable on the date of their issuance and (ii) NVTC covenants to comply with any directions or restrictions contained in such opinion concerning the use of such funds.

Section 8.5 Subordinate Debt Service Funds. (a) The Trustee shall promptly deposit the following amounts in each Subordinate Debt Service Fund:

(1) The amount, if any, of the proceeds of the Related Subordinate Obligation, required to be deposited in the Subordinate Debt Service Fund in respect of accrued and/or capitalized interest;

(2) All amounts required to be transferred to the Subordinate Debt Service Fund from the Revenue Fund pursuant to Section 8.1(b); and

(3) Any other amounts required to be paid to the Subordinate Debt Service Fund or otherwise made available for deposit therein by NVTC.

(b) The Trustee shall pay out of each Subordinate Debt Service Fund (i) on each interest payment date, the amount required for the payment of interest on the Related Subordinate Obligations then due and (ii) on any redemption date, the amount required for the payment of accrued interest on the Related Subordinate Obligations to be redeemed, unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied to such payment. The Trustee shall also pay out of the Subordinate Debt Service Fund the accrued interest included in the Purchase Price of any Subordinate Obligations purchased for retirement pursuant to this Master Indenture.

(c) The Trustee shall pay out of each Subordinate Debt Service Fund on each principal payment date and redemption date for the Related Subordinate Obligations, the amounts then required for the payment of such principal or redemption price, and such amounts shall be applied to such payments.
Section 8.6 Residual Fund. (a) NVTC shall hold the Residual Fund and neither such Fund nor any moneys or investments therein shall be pledged to secure the Bonds or the Subordinate Obligations.

(b) NVTC may apply the balance credited to the Residual Fund for any lawful purpose, including to cure any deficiency in any of the other Funds or Accounts established under this Master Indenture.

ARTICLE IX
OPERATION OF CERTAIN SERIES-SPECIFIC FUNDS

Section 9.1 Cost of Issuance Funds. There shall be deposited in each Cost of Issuance Fund the portion of the proceeds of the Related Series of Bonds and such other amounts as may be specified in the Related Series Supplement. NVTC shall use such amounts to pay costs of issuance incurred in connection with the issuance of the Related Series of Bonds. NVTC shall transfer any amounts remaining on deposit in such Fund to the Revenue Fund, the Related Project Fund and/or another Fund or Account established hereunder as may be authorized or directed by the Related Series Supplement or Tax Regulatory Agreement. Investment earnings on any Cost of Issuance Fund may be transferred therefrom periodically as provided in the Related Series Supplement and Tax Regulatory Agreement.

Section 9.2 Project Funds. There shall be deposited into each Project Fund such portion of the proceeds of the Related Series of Bonds and other amounts as may be specified in the Related Series Supplement. NVTC shall use the amounts in each Project Fund in accordance with the requirements of the Related Series Supplement and Tax Regulatory Agreement. Upon the filing with the Trustee of an Officer's Certificate that each Project to be financed from the Related Project Fund is complete the Trustee shall transfer any amounts remaining on deposit in such Project Fund to the Revenue Fund and/or another Fund or Account established hereunder as may be authorized or directed by the Related Series Supplement or Tax Regulatory Agreement. Investment earnings in a Project Fund may be transferred periodically therefrom as provided in the Related Series Supplement and Tax Regulatory Agreement.

ARTICLE X
GENERAL FUND AND ACCOUNT PROVISIONS

Section 10.1 Additional Funds and Accounts. Upon payment of its additional reasonable costs and expenses, if any, the Trustee may create additional Funds and Accounts or subaccounts within any Fund or Account established by this Master Indenture or any Supplemental Indenture if NVTC so directs in a Supplemental Indenture or the Trustee deems such additional Funds, Accounts or subaccounts to be necessary for the proper administration of the various Funds and Accounts. The Trustee shall make transfers to or from such Funds, Accounts or subaccounts so long as required transfers can be made consistently with the provisions of this Master Indenture or any Supplemental Indenture.

Section 10.2 Non-Presentment of Bonds. (a) If any Owner fails to present his or her Bond for payment when its principal becomes due (whether at maturity, by mandatory or optional redemption, by acceleration, or otherwise), all liability of NVTC to the Owner for the
payment of the Bond shall be completely discharged if the Trustee holds for the Owner's benefit money sufficient to pay the principal of and premium, if any, and interest due on such Bond to its maturity or redemption date and thereupon it shall be the Trustee's duty to hold this money, without liability to the Owner for interest on it, for the Owner's benefit, who shall thereafter be restricted exclusively to this money for any claim under this Master Indenture or on the Bond.

(b) Any money which shall have been set aside by the Trustee for the payment of the principal of and premium, if any, and interest on the Bonds and which shall remain unclaimed by the Owners of any of the Bonds for a period of four years and eleven months after the date on which such money shall have become payable, shall, unless otherwise required by law, be paid to NVTC (along with any investment earnings on such money earned after the respective maturity or redemption date), and thereafter the Trustee shall have no further responsibility with respect to such money.

Section 10.3 Trustee's Fees, Costs and Expenses. The Trustee's initial or acceptance fees and expenses for a Series of Bonds shall be paid from the Related Cost of Issuance Fund. NVTC shall pay or provide for the payment of all other fees and expenses of the Trustee as provided in Section 14.2. The Trustee shall not deposit any such payments it receives in the Funds or Accounts established by this Master Indenture.

Section 10.4 Purchase of Term Bonds. (a) Amounts made available by or on behalf of NVTC for such purpose, if so directed by NVTC in an Officer's Certificate, shall be applied by the Trustee prior to the 45th day preceding any mandatory sinking fund redemption date for Term Bonds of the Related Series to the purchase of the Term Bonds that are subject to such sinking fund redemption, at prices (including any brokerage and other charges) not exceeding the redemption price payable for such Term Bonds pursuant to such sinking fund redemption plus unpaid interest accrued to the date of purchase. Upon such purchase of any Term Bond, the Trustee shall then credit an amount equal to the principal of the Bond so purchased toward the next succeeding Amortization Requirement for such Term Bond.

(b) As soon as practicable after the 45th day preceding the date of any mandatory sinking fund redemption for the Term Bonds of the Related Series, the Trustee shall proceed to call for redemption on such redemption date the Term Bonds of the maturity for which sinking fund redemption is required in such amount as shall be necessary to complete the retirement of the principal amount specified for such sinking fund redemption. The Trustee shall so call such Term Bonds for redemption whether or not it then has moneys in the Related Debt Service Fund, as applicable, sufficient to pay the applicable redemption price thereof and interest thereon to the redemption date. The Trustee shall pay out of each such Fund directly to Owners or to the appropriate Paying Agents, on each such redemption date, the amount required for the redemption of the Related Term Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.

ARTICLE XI
SECURITY FOR DEPOSITS AND PERMITTED INVESTMENTS

Section 11.1 Security for Deposits. All amounts deposited with NVTC or the Trustee under the Master Indenture that are not invested pursuant to Section 11.2 below shall be
continuously held in bank accounts which are secured for the benefit of NVTC and the Owners of the Bonds in the manner required and to the full extent permitted by the Virginia Security for Public Deposits Act, Chapter 44 of Title 2.2 of the Virginia Code or any successor provision of law; provided, however, that it shall not be necessary for the Trustee to give security for the deposit of any amounts with it for the payment of the principal of or premium, if any, or interest on any Bonds issued under the Master Indenture, or for any Person to give security for any investments described in Section 11.2 below purchased under the provisions of this Article XI as an investment of such amounts.

**Section 11.2 Permitted Investments.** (a) Subject to the provisions of any Supplemental Indenture, any amounts held in any Fund or Account established by this Master Indenture or any Supplemental Indenture may be separately invested and reinvested by the Trustee, at the request of and as directed in writing by a NVTC Representative, in any investments which are at the time legal investments for public funds of the type to be invested under Virginia law, including without limitation the Investment of Public Funds Act, Chapter 45 of Title 2.2 of the Virginia Code and the Government Non-Arbitrage Investment Act, Chapter 47 of Title 2.2 of the Virginia Code. Notwithstanding anything to the contrary contained herein, NVTC may invest the amounts credited to the Residual Fund to the same extent as provided in subsection A of § 33.2-1525 of the Virginia Code for excess funds in the Transportation Trust Fund.

(b) Subject to the provision of any Supplemental Indenture, all Investments shall be held by or under the control of the Trustee or NVTC, as the case may be, and while so held shall be deemed a part of the Fund or Account in which the amounts were originally held. The Trustee, at the direction of NVTC, shall sell and reduce to cash a sufficient amount of investments whenever the case balance in any Fund or Account is insufficient for its purposes.

**Section 11.3 Valuation of Investments.** (a) Unless otherwise provided in a Supplemental Indenture, NVTC or the Trustee shall value the investments in each Fund and Account established under this Master Indenture or any Supplemental Indenture and held by it or at its direction as of the last Business Day of each month; provided that, notwithstanding the foregoing, the Revenue Stabilization Fund shall be valued only on RSF Valuation Dates and a Debt Service Reserve Fund shall be valued only on its Related DSRF Determination Dates.

(b) Unless otherwise provided in a Supplemental Indenture, each such investment shall be valued (i) at amortized cost if the weighted average life of all investments held in the same Fund or Account is five years or less or (ii) at its fair market value or the amortized cost thereof, whichever is lower, if the weighted average life of all investments held in the same Fund or Account exceeds five years. A DSRF Credit Facility shall be valued at the amount that the Trustee is authorized to draw thereon to pay debt service on the Series of Bonds secured thereby.

**Section 11.4 Investments through Trustee's Bond Department.** The Trustee may make investments permitted by Section 11.2 through its own trust or bond department.
ARTICLE XII
DISCHARGE AND DEFEASANCE

Section 12.1 Discharge. If the following conditions exist:

(a) the principal of any and all of the Series of Bonds and the interest due or to become due thereon together with any redemption premium required by redemption of any of the Bonds prior to maturity shall be paid, or is caused to be paid, or is provided for under Section 12.2 below, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds shall have been paid and discharged in accordance with this Article, and

(b) all of the covenants, agreements, obligations, terms and conditions of NVTC under this Master Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee, the Bond Registrar and the Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof,

then the right, title and interest of the Trustee in the trust estate granted pursuant to Article II above shall thereupon cease and the Trustee, on the request of and at the expense of NVTC, shall release this Master Indenture and the trust estate and shall execute such documents to evidence such release as may be reasonably required by NVTC and shall turn over to NVTC, or to such other Person as may be entitled to receive the same, all balances remaining in any Funds and Accounts established hereunder except for amounts required to pay such Bonds.

Section 12.2 Defeasance. (a) If NVTC shall pay or provide for the payment of the entire indebtedness on particular Bonds in any one or more of the following ways:

(1) by paying or causing to be paid the principal of and premium, if any, and interest on such Bonds, as and when the same shall become due and payable;

(2) by delivering such Bonds to the Trustee for cancellation; or

(3) by depositing with the Trustee (or an escrow agent acceptable to the Trustee), in trust, cash and/or Defeasance Obligations in such amount as will, together with the income or increment to accrue on such Defeasance Obligations (the "Defeasance Amount"), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity dates, without consideration of any reinvestment of the Defeasance Amount, as a Verification Agent shall verify to the Trustee's satisfaction;

and if NVTC shall also pay or provide for the payment of all other sums payable hereunder by NVTC with respect to such Bonds, and, if such Bonds are to be redeemed before their maturity, notice of such redemption shall have been given as provided in Article IV of this Master Indenture (or the corresponding provisions of the Related Series Supplements) or provisions satisfactory to the Trustee shall have been made for the giving of such notice, such Bonds shall
cease to be entitled to any lien, benefit or security under this Master Indenture except as provided in subsection (d) below.

(b) NVTC may at any time surrender to the Trustee for cancellation any Bonds previously authenticated and delivered that NVTC may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired as provided in this Section.

(c) Upon such defeasance all rights of NVTC, including its right to provide for optional redemption of Bonds on dates other than planned pursuant to such defeasance, shall cease unless specifically retained by filing a written notification thereof with the Trustee on or prior to the date the Defeasance Amount is deposited with the Trustee or escrow agent.

(d) When a Bond is deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Master Indenture, except for the purposes of any such payment (to the exclusion of all other Owners) from the Defeasance Amount and except for the provisions of this Section, Articles III and IV (and the corresponding sections of the Series Supplements) and Section 6.1 of this Master Indenture.

ARTICLE XIII
DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS

Section 13.1 Events of Default. (a) The occurrence and continuation of one or more of the following events shall constitute an Event of Default with respect to the Bonds:

(1) default in the payment of any installment of interest in respect of the Bonds of any Series as the same shall become due and payable; or

(2) default in the payment of the principal of or premium, if any, in respect of the Bonds of any Series as the same shall become due and payable either at maturity, upon redemption, or otherwise; or

(3) default in the payment of any Amortization Requirement in respect of any Term Bond as the same shall become due and payable; or

(4) failure on the part of NVTC duly to observe or perform any other of the covenants or agreements on the part of NVTC contained in this Master Indenture, a Series Supplement, a Tax Regulatory Agreement or any Bond, subject to the provisions of Section 13.10 below; or

(5) appointment by a court of competent jurisdiction of a receiver for all or any substantial part of the Regional Revenues and the other Funds and Accounts pledged pursuant to this Master Indenture, or the filing by NVTC of any petition for reorganization of NVTC or rearrangement or readjustment of the obligations of NVTC under the provisions of any applicable Bankruptcy Law.
(b) Notwithstanding any other provision of this Master Indenture, failure to pay the principal or any Amortization Requirement of or interest on any Subordinate Obligation will not constitute an Event of Default with respect to any of the Bonds.

(c) NVTC may, pursuant to a Series Supplement, provide for a particular Series of Bonds different or additional Events of Default and remedies upon the occurrence thereof including, but not limited to, Events of Default upon the occurrence of events specified in any agreement entered into in connection with the delivery of a Bond Credit Facility and acceleration of the full principal amount of such Bonds.

Section 13.2 Remedies Upon Default. (a) If an Event of Default under Section 13.1 above occurs and is continuing, the Trustee may, and upon the written request to the Trustee by the Majority Owners shall, subject to the requirements of Section 14.1(l) below, by written notice to NVTC, declare the principal of the Bonds and all interest accrued thereon to the date of acceleration to be immediately due and payable.

(b) At any time after such a declaration of acceleration has been made and before the entry of a judgment or decree for payment of the money due, the Trustee may, or the Majority Owners may by written notice to NVTC and the Trustee, and subject to the requirements of Section 14.1(l), direct the Trustee to, rescind and annul such declaration and its consequences if:

(1) there has been paid to or deposited with the Trustee by or for the account of NVTC, or provision satisfactory to the Trustee has been made for the payment of a sum sufficient to pay: (i) all overdue installments of interest on the Bonds; (ii) the principal of, and redemption premium, if any, on any Bonds which have become due other than by such declaration of acceleration and interest thereon; (iii) to the extent lawful, interest upon overdue installments of interest and redemption premium, if any; and (iv) all sums paid or advanced by the Trustee hereunder, together with the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel prior to the date of notice of rescission; and

(2) all Events of Default, other than the nonpayment of principal of, redemption premium, if any, and interest on the Bonds which have occasioned such acceleration, have been cured or waived.

(c) No such rescission and annulment shall affect any subsequent default or impair any consequent right arising therefrom.

Section 13.3 Other Remedies. (a) Upon the occurrence and continuation of an Event of Default, the Trustee may in its discretion, and shall at the written request of the Majority Owners, and having been indemnified as provided in Section 14.1(1), pursue any available remedy, at law or in equity, to enforce the payment of the principal of and premium, if any, and interest on the Bonds, to enforce any covenant or condition under this Master Indenture or the Supplemental Indentures or to remedy any Event of Default.
(b) Notwithstanding anything in this Master Indenture or the Supplemental Indentures to the contrary, upon the occurrence and continuation of an Event of Default, the Majority Owners will control and direct all actions of the Trustee in exercising such of the rights and powers conferred by this Section on the Trustee or the Owners.

(c) So long as any Bonds are Outstanding, no owner or holder of any Subordinate Obligation may exercise any remedy under this Master Indenture or any Supplemental Indenture.

Section 13.4 Effect of Discontinuance or Abandonment. If any proceeding taken by the Trustee on account of any default has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee, then NVTC, the Trustee, and the Owners will be restored to their former positions and rights under this Master Indenture and all rights, remedies and powers of the Trustee will continue as though no such proceeding had been taken.

Section 13.5 Restriction on Owners' Actions. In addition to the other restrictions on the rights of Owners to request action upon the occurrence of an Event of Default and to enforce remedies set forth in this Article, no Owner will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Master Indenture or any remedy under this Master Indenture or any Supplemental Indenture or the Bonds, unless (i) an Event of Default has occurred and is continuing of which the Trustee has been notified as provided in Section 14.1(h), or of which by such Section it is deemed to have notice; (ii) the Majority Owners of the Bonds have been made written request of the Trustee to institute the suit, action, proceeding or other remedy, after the right to exercise the powers or rights of action, as the case may be, has accrued, and have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in this Master Indenture or to institute the action, suit or proceeding in its or their name; (iii) there has been offered to the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred as provided in Section 14.1(1) and (iv) the Trustee has not complied with the request within a reasonable time. Such notification, request and offer of indemnity are declared, at the option of the Trustee, to be conditions precedent to the execution of the trusts of this Master Indenture or for any other remedy under this Master Indenture. It is intended that no one or more Owners will have any right to affect, disturb or prejudice the security of this Master Indenture, or to enforce any right under this Master Indenture or the Bonds, except in the manner provided for in this Master Indenture, and that all proceedings at law or in equity will be instituted, had and maintained in the manner provided in this Master Indenture and for the benefit of all Owners. Nothing in this Master Indenture will affect or impair the right of the Owners generally to enforce payment of the Bonds in accordance with their terms.

Section 13.6 Power of Trustee to Enforce. All rights of action under this Master Indenture or under any of the Bonds secured by it which are enforceable by the Trustee may be enforced without the possession of any of the Bonds, or their production at the trial or other related proceedings. Any suit, action or proceedings instituted by the Trustee may be brought in its own name, as trustee, for the equal and ratable benefit of the Owners subject to the provisions of this Master Indenture.
Section 13.7 Remedies Not Exclusive. No remedy in this Master Indenture conferred on or reserved to the Trustee, or on or to the Owners, is intended to be exclusive of any other remedy, and each remedy is cumulative, and is in addition to every other remedy given under this Master Indenture or now or hereafter existing at law, in equity or by statute.

Section 13.8 Waiver of Events of Default; Effect of Waiver. (a) The Trustee shall waive any Event of Default and its consequences at the written request of the Majority Owners. If any Event of Default with respect to the Bonds has been waived as provided in this Master Indenture, the Trustee promptly shall give written notice of the waiver to NVTC and by first class mail, postage prepaid, to all Owners if the Owners had previously been given notice of the Event of Default. No waiver, rescission and annulment will extend to or affect any subsequent Event of Default or impair any right, power or remedy available under this Master Indenture.

(b) No delay or omission of the Trustee or of any Owner to exercise any right, power or remedy accruing upon any default or Event of Default will impair any such right, power or remedy or will be construed to be a waiver of or acquiescence in any such default or Event of Default. Every right, power and remedy given by this Article to the Trustee and to the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 13.9 Application of Money. (a) Any amounts received by the Trustee pursuant to this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of the money, the expenses, liabilities and advances incurred or made by the Trustee and the fees (whether ordinary or extraordinary) of the Trustee and expenses of NVTC in carrying out the provisions of this Master Indenture, be deposited in an appropriate Account that the Trustee will establish pursuant to this Master Indenture. The amounts in such Account shall be applied as follows:

FIRST: To the payment of the persons entitled to it of all installments of interest then due on the Bonds, in order of the maturity of the installments of such interest and, if the money available is not sufficient to pay in full any particular installment, then ratably, according to the amounts due on such installment, to the persons entitled to it, without any discrimination or privilege;

SECOND: To the payment of the persons entitled to it of the unpaid principal or Amortization Requirements of on any of the Bonds which have become due (other than Bonds matured or called for redemption for the payment of which money is held pursuant to the provisions of this Master Indenture), in the order of their due dates and, if the amount available is not sufficient to pay in full such Bonds due on any particular date, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege;

THIRD: To the payment of the persons entitled to it of all installments of interest then due on the Subordinate Obligations, in order of the maturity of the installments of such interest and, if the money available is not sufficient to pay in full any particular installment, then ratably, according to the amounts due on such
installment, to the persons entitled to it, without any discrimination or privilege; and

FOURTH: To the payment of the persons entitled to it of the unpaid principal or Amortization Requirements of any of the Subordinate Obligations that have become due (other than Subordinate Obligations matured or called for redemption for the payment of which money is held pursuant to the provisions of this Master Indenture), in the order of their due dates and, if the amount available is not sufficient to pay in full such Subordinate Obligations due on any particular date, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege.

(b) Whenever money is to be applied pursuant to the provisions of this Section, it will be applied at such times, and from time to time, as the Trustee determines, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee applies such money, it will fix the date on which payment is to be made, and interest on the amount of principal to be paid on such date will cease to accrue. The Trustee will give, in such form as it may deem appropriate, notice to the Owners of the fixing of such payment date.

Section 13.10 Notice of Certain Defaults; Opportunity to Cure Such Defaults. Notwithstanding anything to the contrary in this Master Indenture, no default under Section 13.1(a)(4) will constitute an Event of Default until actual notice of the default is given to NVTC by the Trustee or by the Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds, and NVTC has had (i) 30 days after receipt of the notice with respect to any default in the payment of money or (ii) 90 days after receipt of the notice of any other default to correct the default or to cause the default to be corrected; provided, however, that if the default can be corrected, but cannot within the applicable period, it will not constitute an Event of Default if corrective action is instituted by NVTC within the applicable period and diligently pursued (as determined by the Trustee) until the default is corrected.

Section 13.11 Rights of Bond Credit Provider. Notwithstanding anything contained in this Master Indenture to the contrary, until NVTC has reimbursed a Bond Credit Provider for amounts paid under a Bond Credit Facility to pay the interest on or the principal of any Bonds on any Payment Date, (i) such Bonds shall be deemed to be Outstanding and such Bond Credit Provider shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Bond Credit Facility until such amounts have been reimbursed and (ii) upon presentation to the Trustee, such Bond shall be registered in the name of the Bond Credit Provider or its nominee.

ARTICLE XIV
THE TRUSTEE

Section 14.1 Acceptance of Trusts and Obligations. The Trustee hereby accepts the trusts and obligations imposed upon it by this Master Indenture and agrees to perform such trusts and obligations, but only upon and subject to the following express terms and conditions and no implied covenants or obligations shall be read into this Master Indenture against the Trustee:
(a) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Master Indenture and no duties shall be implied. If an Event of Default has occurred (that has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Master Indenture and the Related Series Supplement, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers under this Master Indenture and perform any of its duties by or through attorneys, accountants, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standards specified in subsection (a) of this Section. The Trustee also shall be entitled to act on the opinion or advice of its counsel concerning all matters of trust and the duties under this Master Indenture, and may be reimbursed for reasonable compensation to all such attorneys, accountants, agents, receivers and employees as may reasonably be employed in connection with this Master Indenture. The Trustee may act on an Opinion of Counsel and shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance on such Opinion of Counsel. In addition, the Trustee may condition any permissive action it is authorized (but not required) to take hereunder on the receipt of an approving Opinion of Counsel.

(c) The Trustee shall not be responsible for any recital or representation in this Master Indenture, in any Supplemental Indenture or in the Bonds (except in respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the filing or re-filing of any financing or continuation statement or other document or instrument, or for insuring any property of NVTC or collecting any insurance money, or for the validity of NVTC's execution of this Master Indenture or of any supplements to it or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of money made by it in accordance with Article XI. The Trustee shall not be responsible for setting, resetting or ascertaining the interest rate on any Variable Rate Bond.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered under this Master Indenture. The bank or trust company acting as Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in the Bonds and may join in any action which any Owner may be entitled to take with like effect as if such bank or trust company were not the Trustee. To the extent permitted by law, such bank or trust company may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not the Trustee.

(e) In acting on any Officer's Certificate, notice, request, consent, certificate, order, direction, affidavit, letter, telegram or other paper or document reasonably believed by the Trustee to be genuine and correct and to have been signed or sent by the proper Person or Persons the Trustee shall be protected. Any action taken by the Trustee under this Master Indenture at the request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the Owner of any Bond shall be conclusive and
binding on all future Owners of the same Bond and on Bonds issued in exchange for it or in place of it.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely on an Officer's Certificate as sufficient evidence of the facts therein contained. Before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by such subsection it is deemed to have notice, may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept an Officer's Certificate to the effect that an attached resolution has been adopted by NVTC as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The Trustee's permissive right to do things enumerated in this Master Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default under this Master Indenture, except defaults arising from the failure by NVTC to make any payments due on the Bonds or the failure by NVTC to file with the Trustee any document required by this Master Indenture to be so filed, unless the Trustee shall be notified of such default by NVTC or by the Owners of not less than twenty-five percent in aggregate principal amount of Bonds then Outstanding.

(i) The Trustee shall not be required to give any bond or surety with respect to the execution of its rights and obligations under this Master Indenture.

(j) Notwithstanding any other provision of this Master Indenture, the Trustee shall have the right, but shall not be required, to demand, as a condition of (i) any action by the Trustee in respect of the authentication of any Bonds, (ii) the withdrawal of any cash, (iii) the release of any property or (iv) any action whatsoever within the purview of this Master Indenture, any showings, certificates (including Officer's Certificates), opinions, appraisals or other information or corporate action or evidence thereof reasonably required by the Trustee, in addition to that required by the terms of this Master Indenture.

(k) All money the Trustee receives shall, until used or applied or invested as provided in this Master Indenture, be held in trust for the purposes for which it was received but need not be segregated from other funds except to the extent required by this Master Indenture or by law. The Trustee shall not be under any liability for interest on any money received under this Master Indenture except as may be agreed upon in writing.

(l) Before taking any action under this Master Indenture, the Trustee may require that indemnity to its satisfaction be furnished to it for the reimbursement of all expenses which may be incurred by it and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its negligence or willful misconduct.
(m) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Indenture arising or caused, directly or indirectly, by circumstances beyond its reasonable control, including by way of example and without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage, epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities or communications services; accidents; labor disputes; and acts of civil protest or military authority or other governmental action; it being understood that the Trustee shall use commercially reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under any such circumstances.

Section 14.2 Fees, Charges and Expenses of Trustee. (a) NVTC covenants and agrees:

(1) to pay to the Trustee compensation for all services rendered by it hereunder and under the other agreements relating to the Bonds to which the Trustee is a party in accordance with terms agreed to from time to time, and, subsequent to default, in accordance with the Trustee's then-current fee schedule for default administration; and

(2) to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Master Indenture, any other agreement relating to the Bonds to which it is a party or in complying with any request by NVTC or any Rating Agency with respect to the Bonds, including the reasonable compensation, expenses and disbursements of its agents and Counsel, except any such expense, disbursement or advance attributable to the Trustee's negligence or bad faith.

(b) If the Trustee incurs expenses or renders services in any proceedings under Bankruptcy Law relating to NVTC, the expenses so incurred and compensation for services so rendered are intended to constitute expenses of administration under Bankruptcy Law.

(c) The obligations of NVTC to make the payments described in this Section shall survive discharge of this Indenture, the resignation or removal of the Trustee and payment in full of the Bonds.

Section 14.3 Notice Required of Trustee. If NVTC fails to make any payment on a Series of Bonds on the day such payment is due and payable, the Trustee shall give notice thereof by telephone, e-mail or facsimile to NVTC on the next succeeding Business Day. If (i) any such failure of NVTC to make a payment on a Series of Bonds continues for thirty days, or (ii) the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding notify the Trustee of any default under this Master Indenture, then the Trustee shall give notice of such default by registered or certified mail to the Owner of each Bond of such Series then Outstanding. The Trustee's failure to give any notice required by this Section shall not subject the Trustee to any liability to any person, firm, corporation or other entity, including, to make
payments under the Bonds and this Master Indenture or waive the Trustee's right to exercise its remedies under this Master Indenture.

**Section 14.4 Intervention by Trustee.** In any judicial proceeding to which NVTC is a party and that in the Trustee's opinion has a substantial bearing on the Owners' interests, the Trustee may intervene on the Owners' behalf and, subject to Section 14.1(1), shall do so if requested by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding. The Trustee's rights and obligations under this Section are subject to the approval of a court of competent jurisdiction.

**Section 14.5 Merger or Consolidation of Trustee.** Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee under this Master Indenture and vested with all the trusts, powers, discretion, immunities, privileges and all other matters as were vested in its predecessor without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties to this Master Indenture, anything herein to the contrary notwithstanding, if such corporation or association satisfies the requirements of the last sentence of Section 14.8.

**Section 14.6 Resignation by Trustee.** If the Trustee desires to resign at any time from the trusts created by this Master Indenture, it shall give notice to NVTC and each Owner of Bonds then Outstanding, but shall continue to serve as Trustee until such time as a successor Trustee is appointed. If a successor Trustee has not been appointed within 30 days, the Trustee shall have the right to petition a court of competent jurisdiction for appointment of a successor Trustee and such resignation shall become effective upon designation of such successor Trustee.

**Section 14.7 Removal of Trustee.** The Trustee may be removed at any time (i) by an instrument or concurrent instruments in writing delivered to the Trustee and to NVTC and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding or (ii) by NVTC by notice in writing given by a NVTC Representative to the Trustee not less than 60 days before the removal date; provided, however, that NVTC shall have no right to remove the Trustee during any time when an Event of Default has occurred and is continuing or when an event has occurred and is continuing or condition exists that with the giving of notice or the passage of time, or both, would be an Event of Default. If applicable, the removed Trustee shall return to NVTC the amount of the Trustee's annual fee allocable to the portion of the then current year remaining after the removal date. Notwithstanding the foregoing, nothing contained in this Master Indenture shall relieve NVTC of its obligation to pay the Trustee's fees and expenses incurred to the effective date of such removal.

**Section 14.8 Appointment of Successor Trustee; Temporary Trustee.** If the Trustee shall resign, be removed, be dissolved, be in the course of dissolution or liquidation or otherwise become incapable of acting hereunder, or if it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, then, unless an Event of Default with respect to any Series of Bonds has occurred and is continuing, a successor may be appointed by NVTC by an instrument in writing signed by a NVTC Representative. If an Event of Default has
occurred and is continuing, a successor may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Owners. In case of such vacancy, NVTC, by an instrument signed by a NVTC Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Owners as provided above and any such temporary Trustee so appointed by NVTC shall immediately and without further act be replaced by the Trustee so appointed by such Owners. Any Trustee appointed under this Section shall be, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms, (i) a bank or trust company within or without the Commonwealth of Virginia, in good standing and having a reported capital, surplus and undivided profits of not less than $50,000,000, or (ii) a subsidiary trust company whose parent bank or bank holding company has undertaken to be fully responsible for the acts and omissions of such subsidiary trust company, and whose capital, surplus and undivided profits, together with that of its parent bank or bank holding company, as the case may be, is not less than $50,000,000.

Section 14.9 Concerning any Successor Trustee. Every successor Trustee appointed under this Master Indenture shall execute, acknowledge and deliver to its predecessor and also to NVTC an instrument in writing accepting such appointment, and thereafter such successor, without any further act, deed or conveyance, shall become fully vested with all the properties, rights, powers, trusts, duties and obligations of its predecessor. Such predecessor shall, nevertheless, on the written request of NVTC or the Trustee's successor, execute and deliver an instrument transferring to such successor Trustee all the properties, rights, powers and trusts of such predecessor under this Master Indenture; and every predecessor Trustee shall deliver all securities and money held by it as Trustee under this Master Indenture to its successor. Should any instrument in writing from NVTC be required by any successor Trustee for more fully and certainly vesting in such successor the properties, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by NVTC. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in each recording office where this Master Indenture may have been filed and/or recorded.

Section 14.10 Trustee Protected in Relying on Resolutions. The resolutions, opinions, certificates and other instruments provided for in this Master Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property, the withdrawal of cash hereunder or the taking of any other action by the Trustee as provided under this Master Indenture, unless the Trustee has actual knowledge or notice to the contrary.

ARTICLE XV
SUPPLEMENTAL INDENTURES AND AMENDMENTS TO THE ASSIGNMENT AND PAYMENT AGREEMENT

Section 15.1 Supplemental Indentures Not Requiring Consent of Owners. NVTC and the Trustee may, without the consent of, or notice to, any of the Owners of the Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with
the terms and provisions of this Master Indenture or any Series Supplement for any one or more of the following purposes:

(a) To cure or correct any ambiguity, formal defect, omission or inconsistent provision in this Master Indenture or in a Series Supplement;

(b) To grant to or confer on the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred on the Owners or the Trustee or either of them;

(c) To permit the appointment of a co-trustee or additional Paying Agents under this Master Indenture;

(d) To subject to the lien and pledge of this Master Indenture additional revenues, properties or collateral;

(e) To provide for the issuance of coupon Bonds if authorized under the Related Series Supplement;

(f) To amend certain provisions of this Master Indenture or any Series Supplement in any manner consistent with Sections 103 and 141 through 150 of the Tax Code (or such other sections of the Tax Code as may be applicable to the Bonds) as in effect at the time of the amendment;

(g) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Master Indenture or any Series Supplement of the Regional Revenues or any other moneys, property or Funds or Accounts;

(h) To modify, amend or supplement this Master Indenture or any Supplemental Indenture as required to permit its qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to permit the qualification of any of the Bonds for sale under the securities laws of any of the states of the United States, and, if NVTC and the Trustee so determine, to add to this Master Indenture or any Supplemental Indenture such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or similar federal statute;

(i) To add to the covenants and agreements of NVTC contained in this Master Indenture or any Supplemental Indenture other covenants and agreements thereafter to be observed for the Owners' protection, including, but not limited to, additional requirements imposed by virtue of a change of law, or to surrender or to limit any right, power or authority therein reserved to or conferred upon NVTC;

(j) To amend, modify or change the terms of any agreements governing any book-entry-only system for any of the Bonds;

(k) In the case of Series Supplements, to provide for the issuance of additional Series of Bonds (including Refunding Bonds) and to provide for such other related matters as may be required or contemplated by or appropriate under this Master Indenture;
(l) To make any changes necessary to comply with the requirements of a Rating Agency, a Bond Credit Provider, or a DSRF Credit Provider that, as expressed in a finding or determination by NVTC (which is included in the Supplemental Indenture), would not materially adversely affect the security for the Bonds;

(m) To make any other changes that (i) will have no adverse effect upon the ratings currently assigned to the applicable Series of Bonds by any Rating Agency, as expressed in a Rating Confirmation or (ii) shall not prejudice in any material respect the rights of the Owners of the Bonds then Outstanding, as expressed in a determination or finding by NVTC (which shall be stated in the Supplemental Indenture, and may be based upon an Opinion of Counsel and/or the opinion of NVTC's financial advisor);

(n) To restate in one document this Master Indenture and all effective Series Supplements and other Supplemental Indentures, which restatement shall then become this Master Indenture for all purposes, effective as of the date of this Master Indenture with respect to matters set forth therein and as of the date of any Supplemental Indenture included in the restatement as to matters set forth in any such Supplemental Indenture, Series Supplements and the Bonds issued thereunder prior to a restatement shall be deemed to relate to the restated Master Indenture without any further action or amendment.

Section 15.2 Supplemental Indentures Requiring Consent. Exclusive of Supplemental Indentures covered by Section 15.1 and subject to the terms and provisions contained in this Section, the Majority Owners shall have the right from time to time, notwithstanding any other provision of this Indenture, to consent to and approve the execution by NVTC and the Trustee of such other Supplemental Indenture or Supplemental Indentures as NVTC shall deem necessary or desirable to modify, alter, amend, add to or rescind, in any particular, any of the terms or provisions contained in this Master Indenture or in any Supplemental Indenture; provided, however, that without the consent and approval of the Owners of all of the affected Bonds then Outstanding nothing in this Master Indenture shall permit, or be construed as permitting (i) an extension of the maturity of the principal of or the interest on any Bond, (ii) a reduction in the principal amount of any Bond or the rate of interest on it, (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds except as otherwise provided herein, or (iv) a reduction in the aggregate principal amount of Bonds required for consent to such Supplemental Indenture.

If at any time NVTC shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of the Supplemental Indenture to be mailed to each Owner of Bonds then Outstanding by registered or certified mail to the address of each such Owner as it appears on the registration books for the Bonds or, if Cede & Co. or other nominee of DTC is the sole Owner, delivered electronically; provided, however, that failure to give such notice by mailing, or any defect in it, shall not affect the validity of any proceedings under this Section. Such notice shall briefly state the nature of the proposed Supplemental Indenture and shall state that copies of it are on file at the Trustee's designated corporate trust office for inspection by all Owners. If, within six months or such longer period as shall be prescribed by NVTC following the giving of such notice, the Majority Owners shall have consented to and approved its execution as provided under this Section, no
Owner of any Bond shall have any right to object to any of the terms and provisions contained in it, or its operation, or in any manner to question the propriety of its execution, or to enjoin or restrain the Trustee or NVTC from executing such Supplemental Indenture or from taking any action under its provisions. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Master Indenture shall be deemed to be modified and amended in accordance therewith.

Bonds owned or held by or for the account of NVTC or any Person controlling, controlled by or under common control with NVTC shall not be deemed Outstanding for the purpose of consent or any calculation of Outstanding Bonds provided for in this Article XV. At the time of any such calculation, NVTC shall furnish the Trustee an Officer's Certificate, upon which the Trustee may rely, describing all Bonds so to be excluded.

Anything contained in this Master Indenture to the contrary notwithstanding, NVTC and the Trustee may enter into any Supplemental Indenture upon receipt of the consent of the Owners of all Bonds then Outstanding.

Section 15.3 Opinion of Counsel Required. The Trustee shall not execute any Supplemental Indenture unless there shall have been filed with the Trustee an Opinion (or Opinions) of Counsel, subject to customary exceptions and qualifications, stating that (i) such Supplemental Indenture is authorized or permitted by this Master Indenture and (ii) upon execution the Supplemental Indenture will be valid and binding on NVTC in accordance with its terms.

Section 15.4 No Unreasonable Refusal. The Trustee shall not unreasonably refuse to enter into any Supplemental Indenture permitted under this Article; provided, however, that such refusal shall not be deemed unreasonable if the Trustee believes in good faith that such Supplemental Indenture will or may prejudice any right of the Owners of the Bonds then Outstanding or adversely affect the rights and immunities, or increase the duties, of the Trustee.

Section 15.5 Amendments to the Assignment and Payment Agreement. The provisions of the Assignment and Payment Agreement as to which the Trustee is a third-party beneficiary shall not be modified or amended in any way to adversely affect or prejudice in any material respect the rights of the Owners without the consent of the Majority Owners. The Trustee may consent to any modification or amendment of the Assignment and Payment Agreement that does not violate the preceding sentence.

ARTICLE XVI
MISCELLANEOUS

Section 16.1 Consents of Owners. Any consent, request, direction, approval, objection or other instrument required by this Master Indenture to be signed and executed by the Owners of the Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agents appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agents, if made in the manner stated in the next sentence, shall be sufficient for any of the purposes of this Master Indenture, and shall be conclusive in the Trustee's favor
with regard to any action taken under such request or other instrument. The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

Section 16.2 Limitation of Rights. With the exception of the rights expressly conferred in this Master Indenture, nothing expressed or mentioned or to be implied from this Master Indenture or the Bonds is intended or shall be construed to give to any person or entity other than the parties to this Master Indenture and the Owners any legal or equitable right, remedy or claim under or in respect to this Master Indenture or any covenants, conditions and agreements contained in it; this Master Indenture and all of the covenants, conditions and agreements in it being intended to be and being for the sole and exclusive benefit of the parties to it and the Owners.

Section 16.3 Limitation of Liability of Directors, Officers, Etc., of NVTC and the Trustee. No covenant, agreement or obligation contained in this Master Indenture shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of NVTC or the Trustee in his or her individual capacity, and neither the directors of NVTC or the Trustee nor any officer, employee or agent thereof executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of their execution or issuance. No director, officer, employee, agent or adviser of NVTC or the Trustee shall incur any personal liability with respect to any action taken by him or her under this Master Indenture or the Act, provided such director, officer, employee, agent or adviser acts in good faith.

Section 16.4 Notices. (a) Unless otherwise provided in this Master Indenture, all demands, notices, approvals, consents, requests, opinions and other communications under this Master Indenture shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail addressed (i) if to NVTC, at 2300 Wilson Boulevard, Suite 230, Arlington, Virginia 22201, Attention: Executive Director; or (ii) if to the Trustee, at 1051 East Cary Street, Suite 600, Richmond, Virginia 23219, Attention: Global Trust Services. NVTC and the Trustee may by notice given under this Section, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

(b) Notwithstanding any other provision of this Master Indenture, NVTC agrees that the Trustee may accept and act upon instructions or directions pursuant to this Master Indenture or any or any Supplemental Indenture sent by unsecured e-mail, facsimile transmission (as described, and subject to the conditions set forth above), portable data format (“PDF”) or other similar unsecured electronic methods (“Electronic Means”) provided however that (i) NVTC shall have previously provided an incumbency or other certificate listing the NVTC Representative with the authority to provide such instructions, which incumbency or other certificate shall be amended whenever a person is to be added or deleted from the listing; and (2) such instruction or direction is in the form of a document signed manually or by way of a digital signature provided via DocuSign (or such other digital signature provider as specified in writing by an NVTC Representative), in English (herein “Digital Signatures”). If NVTC elects to give
the Trustee instruction or direction by Electronic Means and/or with Digital Signatures, and the Trustee in its discretion elects to act upon such instruction or direction, the Trustee's understanding of such instruction or direction shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instruction or direction, notwithstanding such instruction or direction may conflict or be inconsistent with a subsequent written instruction or direction.

NVTC hereby assumes all risks arising out of the use of Electronic Means and/or Digital Signatures for communication of instructions or directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions or directions, and the risk of interception and/or misuse by third parties. The Trustee shall perform callbacks or other measures designed to provide separate confirmation of the instruction or direction that are consistent with the Trustee's internal procedures.

Section 16.5 Successors and Assigns. This Master Indenture shall be binding on, inure to the benefit of and be enforceable by the parties to it and their respective successors and assigns.

Section 16.6 Severability. If any clause, provision or section of this Master Indenture be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections of this Master Indenture, and this Master Indenture shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in it. If any agreement or obligation contained in this Master Indenture be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties to this Master Indenture to the full extent permitted by law.

Section 16.7 Applicable Law. This Master Indenture shall be governed by the laws of the Commonwealth.

Section 16.8 Counterparts. This Master Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Section 16.9 U.S.A. Patriot and Freedom Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Trustee will require documentation from each non-individual person such as a business entity, a charity, a trust, or other legal entity verifying its formation and existence as a legal entity. The Trustee may also request identifying information to sufficiently verify the identities of individuals claiming authority to represent the entity or other relevant documentation.
IN WITNESS WHEREOF, NVTC and the Trustee have caused this Master Indenture to be executed in their respective corporate names by their duly authorized representatives, all as of the date first above written.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ______________________________
    Canek Aguirre
    Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ______________________________
    Stephanie E. Haysley
    Vice President

PRTC has caused this Master Indenture to be executed in its corporate name by its duly authorized representative solely for the purpose of consenting to NVIC’s pledge, assignment and grant of the Revenues set forth in Article II and to its obligations under Section 6.2(b).

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

By: ______________________________
    Victor Anger
    Chair

[Signature Page of Master Indenture of Trust]
FIRST SERIES SUPPLEMENTAL INDENTURE OF TRUST

Between

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

And

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

As Trustee

Dated as of June 1, 2022

______________________________

Relating to $__________
Northern Virginia Transportation Commission
Transportation District Special Obligation Revenue Bonds
(Transfoming Rail in Virginia Program)
Series 2022
(Green Bonds)
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Exhibits:
Exhibit A – Description of ROW Project
Exhibit B – Form of 2022 Bond
Exhibit C – ROW Project Fund Requisition
Exhibit D – Closing Memorandum
FIRST SERIES SUPPLEMENTAL INDENTURE OF TRUST

This FIRST SERIES SUPPLEMENTAL INDENTURE OF TRUST (this "First Series Supplement") is made as of June 1, 2022, between the NORTHERN VIRGINIA TRANSPORTATION COMMISSION ("NVTC"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, and its successors, as trustee (the "Trustee").

RECITALS:

WHEREAS, the Northern Virginia Transportation District ("NVTD") and the Potomac and Rappahannock Transportation District ("PRTD" and, together with NVTD, the "Districts") are bodies corporate and politic created under the Transportation District Act of 1964, § 33.2-1900 et seq. of the Code of Virginia of 1950, as amended (the "Transportation District Act");

WHEREAS, pursuant to the Transportation District Act, NVTC and the Potomac and Rappahannock Transportation Commission ("PRTC" and, together with NVTC, the "Commissions") have been established to manage and control the functions, affairs and property of NVTD and PRTD, respectively, and to exercise all of the rights, powers and authority and perform all of the duties conferred or imposed upon NVTD and PRTD, respectively;

WHEREAS, NVTC and PRTC are engaged in the ownership, operation and maintenance of a commuter rail service known as the Virginia Railway Express ("VRE") presently consisting of trains making round trips on each of two railroad lines originating near Fredericksburg and Manassas, Virginia, and terminating at Union Station in Washington, D.C.;

WHEREAS, the Commissions have entered into a Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express, dated October 3, 1989, as amended (the "Master Agreement"), with the Participating Jurisdictions and the Contributing Jurisdictions (each as defined in the Master Agreement) to establish the contractual obligations between the parties relating to the operation of VRE;

WHEREAS, under Section I.D.(2).(b) of the Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance the costs of the commuter rail service;

WHEREAS, in 2018, the General Assembly created in the state treasury a special nonreverting fund to be known as the Commuter Rail Operating and Capital Fund (the "CROC Fund") pursuant to § 33.2-3500 et seq. of the Code of Virginia of 1950, as amended (the "Virginia Code"), to make funds available to the Commissions to support the costs of operating a commuter rail service; acquiring, leasing, or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities; or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease, or improvement is for the common good of a region of the Commonwealth of Virginia (the "Commonwealth") or the Commonwealth as a whole;

WHEREAS, § 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds and other evidences of debt supported by any funds available in the CROC Fund pursuant to Article 5 of the Transportation District Act;
WHEREAS, on March 26, 2021, the Commissions entered into Passenger Rail Improvements and Funding Agreement (the "Funding Agreement") with the Virginia Department of Rail and Public Transportation ("DRPT");

WHEREAS, DRPT has assigned its rights and duties under the Funding Agreement to the Virginia Passenger Rail Authority ("VPRA");

WHEREAS, the Funding Agreement includes provisions for the Commissions to fund a portion of the capital projects being undertaken by VPRA as part of the Transforming Rail in Virginia program (the "TRV Program"), including VPRA's acquisition of real property for right of way within the VRE operating territory which will be subject to continuing use by the Commissions (as more particularly described in Exhibit A hereto, the "ROW Project");

WHEREAS, the Funding Agreement requires, among other things, that (i) the Commissions, for the benefit of VRE and the TRV Program, issue debt secured by a pledge of the funds received from the CROC Fund (the "CROC-Backed Debt") by no later than November 15, 2022, and (ii) the Commissions pay to VPRA the net proceeds of the CROC-Backed Debt in support of the ROW Project;

WHEREAS, NVTC has executed and delivered to the Trustee a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), under which, among other things, NVTC has provided for the issuance from time to time of bonds to finance and refinance the cost of any Project (as defined in the Master Indenture), and for such other purposes as may be authorized under and pursuant to the Virginia Code and provided for the security for and sources of payment of the debt service on such bonds;

WHEREAS, NVTC has now determined to issue, sell, and deliver the CROC-Backed Debt in the form of a Series of Bonds under the Master Indenture in the original aggregate principal amount of $________ (as more particularly defined below, the "2022 Bonds");

WHEREAS, NVTC will use the proceeds of the 2022 Bonds, along with other available funds, to (i) pay the issuance and financing costs thereof, (ii) fund any reserves required under the Master Indenture and this First Series Supplement, and (iii) make contributions to VPRA to support the ROW Project;

WHEREAS, the Master Indenture provides that, as a condition to the issuance and authentication of any Series of Bonds, NVTC shall deliver to the Trustee a Series Supplement;

WHEREAS, all things necessary to make the 2022 Bonds valid and binding limited obligations of NVTC, when authenticated and issued as provided in this First Series Supplement, and to constitute this First Series Supplement a valid and binding agreement securing the payment of the principal of and premium, if any, and interest on the 2022 Bonds, have been done and performed; and

NOW, THEREFORE, NVTC hereby covenants and agrees with the Trustee and with the Owners, from time to time, of the 2022 Bonds, as follows:
ARTICLE I
FIRST SERIES SUPPLEMENT

Section 1.1 First Series Supplement. This First Series Supplement is authorized and executed by NVTC and delivered to the Trustee pursuant to and in accordance with the Initial Bond Resolution and Articles V and XV of the Master Indenture. All terms, covenants and conditions of the Master Indenture apply with full force and effect to the 2022 Bonds, except as otherwise expressly stated in this First Series Supplement.

Section 1.2 Definitions. All capitalized words and terms used in this First Series Supplement have the meanings set forth in Article I of the Master Indenture. In addition, the following words and terms have the following meanings in this First Series Supplement unless the context clearly requires otherwise:

"2022 Bonds" means the Series of Bonds authorized to be issued under Section 2.1(a) hereof.

"2022 Bond Debt Service Fund" means the Bond Debt Service Fund Related to the 2022 Bonds established pursuant to Section 7.1 of the Master Indenture and Section 4.1 of this First Series Supplement.

"2022 Cost of Issuance Fund" means the Cost of Issuance Fund Related to the 2022 Bonds established pursuant to Section 7.1 of the Master Indenture and Section 4.1 of this First Series Supplement.

"2022 Debt Service Reserve Fund" means the Debt Service Reserve Fund Related to the 2022 Bonds and any Refunding Bonds issued to refund the 2022 Bonds in part established pursuant to Section 7.1 of the Master Indenture and Section 4.1 of this First Series Supplement.

"2022 DSRF Requirement" means, for the 2022 Debt Service Reserve Fund, an amount equal to the maximum Principal and Interest Requirements on the 2022 Bonds in the then-current or any future Fiscal Year. The 2022 DSRF Requirement on the Closing Date is $__________.

"ROW Project" means the Project described in Exhibit A hereto.

"ROW Project Fund" means the Project Fund Related to the 2022 Bonds established pursuant to Section 7.1 of the Master Indenture and Section 4.1 of this First Series Supplement.

"2022 Rebate Fund" means the Rebate Fund Related to the 2022 Bonds established pursuant to Section 7.1 of the Master Indenture and Section 4.1 of this First Series Supplement.

"2022 Tax Regulatory Agreement" means the Federal Tax Certificate and Regulatory Agreement dated the Closing Date made by NVTC for the benefit of the Trustee and the Owners of the 2022 Bonds.

"Authorizing Resolution" means, collectively, the resolution adopted by NVTC on June 2, 2022, and the resolution adopted by PRTC on June 9, 2022, which, among other things,
authorized the execution and delivery of this First Series Supplement and the issuance and sale of the 2022 Bonds.

"Closing Date" means the date of the issuance and delivery of the 2022 Bonds.

"Closing Memorandum" means the Closing Memorandum for the 2022 Bonds, a copy of which is attached as Exhibit D.

"Conditional Redemption" means a redemption in which the Trustee, acting on written instructions set forth in an Officer's Certificate, has stated in the redemption notice to the Owners that (i) the redemption is conditioned upon deposit of funds or (ii) NVTC has retained the right to rescind the redemption, as further described in Section 3.4.

"Dated Date" means the Closing Date.

"DTC" has the meaning set forth in Section 2.3 hereof.

"First Series Supplement" means this First Series Supplement of Trust dated as of June 1, 2022, between NVTC and the Trustee, as it may be modified, altered, amended or supplemented from time to time in accordance with the provisions of the Master Indenture.

"Funding Agreement" has the meaning set forth in the Recitals

"Letter of Representations" means NVTC's Blanket Letter of Representations to DTC dated __________, 2022, as amended from time to time.

"Master Indenture" means the Master Indenture of Trust dated as of June 1, 2022, between NVTC and the Trustee, as the same may be modified, altered, amended and supplemented from time to time in accordance with its terms.

"Partial Refunding Bonds" means any Bonds issued under the Master Indenture to refund and defease the 2022 Bonds in part (for example, to refund and defease only the callable 2022 Bonds).

"Rebate Requirement" means, collectively, the requirements applicable to tax-exempt bonds under Section 148(f)(2) and (3) of the Tax Code.

Section 1.3 Representations of NVTC. NVTC represents that (i) it is duly authorized under the Constitution and laws of the Commonwealth, including particularly and without limitation § 33.2-3502 of the Virginia Code, to issue the 2022 Bonds, to execute this First Series Supplement, and to pledge and grant a security interest in the Revenues, the ROW Project Fund, the 2022 Bond Debt Service Fund and the 2022 Debt Service Reserve Fund as security for the 2022 Bonds in the manner and to the extent set forth in the Master Indenture and this First Series Supplement, (ii) all action on its part necessary for the execution and delivery of this First Series Supplement has been taken and (iii) the 2022 Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of NVTC.
ARTICLE II
AUTHORIZATION AND DETAILS OF 2022 BONDS

Section 2.1 Authorization of 2022 Bonds. (a) There is authorized to be issued pursuant to the Master Indenture a Series of Bonds of NVTC in the original aggregate principal amount of $__________ to be called the "Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)."

(b) The proceeds of the 2022 Bonds shall be used for the purposes set forth in the Recitals.

Section 2.2 Details of 2022 Bonds. (a) The 2022 Bonds shall be dated the Dated Date, shall be issued in denominations of $5,000 and integral multiples of $5,000, shall be numbered from R-1 upwards, sequentially, and shall bear interest, payable on each June 1 and December 1, commencing on December 1, 2022, at the rates set forth below and shall mature, subject to prior redemption, on June in the years and in the amounts set forth in the table on the following page:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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<tbody>
<tr>
<td>2023</td>
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(a) Each 2022 Bond shall bear interest (i) from the Dated Date, if such 2022 Bond is authenticated before December 1, 2022, or (ii) otherwise from the Interest Payment Date that is, or immediately precedes, the date on which such 2022 Bond is authenticated; provided, however, that if at the time of authentication any payment of interest is in default, such 2022 Bond shall bear interest from the date to which interest has been paid. Interest on the 2022 Bonds shall be computed on the basis of a year of 360 days and twelve 30-day months.

(b) Interest on the 2022 Bonds shall be payable by checks or drafts mailed to the Owners thereof at their addresses as they appear on the fifteenth day of the month preceding the Interest Payment Date on the registration books kept by the Trustee. Notwithstanding the foregoing, if (i) the Owner of a 2022 Bond owns at least $1,000,000 in aggregate principal amount of 2022 Bonds and (ii) such Owner has provided satisfactory prior notice to the Trustee...
regarding payment by wire transfer, then interest shall be paid to such Owner by wire transfer. Principal of and premium, if any, on the 2022 Bonds shall be payable to the Owners thereof upon the surrender of the 2022 Bonds at the Trustee's corporate trust office in St. Paul, Minnesota.

(c) Notwithstanding the foregoing, for so long as Cede & Co. or other nominee of DTC is Owner of all of the 2022 Bonds, principal of and premium, if any, and interest on the 2022 Bonds shall be payable as provided in the Letter of Representations.

(d) The principal of and premium, if any, and interest on the 2022 Bonds shall be payable in lawful money of the United States of America.

(e) If the principal of any 2022 Bond is not paid when due (whether at maturity or call for redemption or otherwise), then the overdue principal shall continue to bear interest until paid at the rate set forth in the 2022 Bond.

(f) [All of the 2022 Bonds are Serial Bonds.]

Section 2.3 Form of 2022 Bonds. Each of the 2022 Bonds shall be substantially in the form attached as Exhibit B to this First Series Supplement, with such appropriate variations, omissions and insertions as permitted or required by the Master Indenture or this First Series Supplement. There may be endorsed on any of the 2022 Bonds such legend or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law.

Section 2.4 Authentication of 2022 Bonds. Each 2022 Bond shall bear a certificate of authentication, substantially as set forth in the applicable form of the 2022 Bond attached as an exhibit, duly executed by the Trustee. Subject to the conditions of the Master Indenture, the Trustee shall authenticate each 2022 Bond with the signature of one of its authorized officers, but it shall not be necessary for the same person to authenticate all of the 2022 Bonds. Only such authenticated 2022 Bonds shall be entitled to any right or benefit under the Master Indenture or this First Series Supplement, and such certificate on any 2022 Bond shall be conclusive evidence that the 2022 Bond has been duly issued under and is secured by the provisions of the Master Indenture and this First Series Supplement.

ARTICLE III
REDEMPTION OF 2022 BONDS

Section 3.1 Optional Redemption. (a) NVTC may call the 2022 Bonds for optional redemption only as provided in this section.

(b) The 2022 Bonds maturing on or before December 1, 2032, shall not be subject to redemption at NVTC's option before their respective maturity dates.

(c) The 2022 Bonds maturing on or after December 1, 2033, may be redeemed prior to their respective maturities, at the option of NVTC, from any moneys that may be made available for such purpose, either in whole or in part (in $5,000 increments), on any date and in such order as NVTC may determine on and after December 1, 2032, at 100% of the
principal amount to be redeemed together with the interest accrued thereon to the date fixed for redemption.

(d) Any optional redemption of the 2022 Bonds may be a Conditional Redemption.

Section 3.2 [Reserved for Sinking Fund Redemption of Term Bonds].

Section 3.3 Selection of 2022 Bonds for Redemption. (a) The maturities of the 2022 Bonds to be redeemed by optional redemption shall be selected by NVTC and specified for each optional redemption in an Officer's Certificate.

(b) In the case of any partial redemption of a maturity of the 2022 Bonds, the particular 2022 Bonds to be redeemed shall be selected by DTC in accordance with its procedures or, if the book-entry system has been discontinued, by the Trustee by lot in such manner as the Trustee shall determine.

(c) Each increment of $5,000 of principal amount of 2022 Bonds shall be counted as one 2022 Bond for purposes of selecting 2022 Bonds for a partial redemption.

(d) If a 2022 Bond shall be called for partial redemption, upon its surrender a new 2022 Bond, representing the unredeemed balance of the principal amount of the 2022 Bond, shall be issued to its Owner.

Section 3.4 Notice of Redemption. (a) When directed to do so by a NVTC Representative in writing, the Trustee shall cause notice of the redemption to be mailed by certified or registered mail, or, if Cede & Co. or other nominee of DTC is the sole Owner, delivered electronically, not less than 30 nor more than 60 days before the redemption date, to all Owners of 2022 Bonds to be redeemed at their addresses as they appear on the registration books maintained by the Trustee or, if Cede & Co. or other nominee of DTC is the sole Owner, in accordance with the rules of DTC; provided, however, that the failure to deliver any such notice or any defect in any notice shall not affect the validity of the redemption with respect to any Owners to whom such notice was properly mailed.

(b) Any Conditional Redemption may be rescinded in whole or in part at any time prior to the date fixed for the optional redemption if NVTC delivers an Officer's Certificate to the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Owners. Any 2022 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of NVTC to make funds available in part or in whole on or before the date fixed for redemption shall not constitute an Event of Default.

Section 3.5 Payment of Redemption Price. (a) On or before the date fixed for redemption, funds shall be deposited with the Trustee to pay the redemption price of the 2022 Bonds called for redemption. Provided funds for their redemption are on deposit at the place of payment on the redemption date and the required notice shall have been given, the 2022 Bonds called for redemption shall cease to bear interest from and after the redemption date, shall no
longer be entitled to the benefits provided by the Master Indenture and this First Series Supplement and shall not be deemed to be Outstanding under the provisions of the Master Indenture and this First Series Supplement.

(b) The Trustee shall ensure that CUSIP number identification accompanies all redemption payments on the 2022 Bonds.

ARTICLE IV
ESTABLISHMENT OF ACCOUNTS; APPLICATION OF SALE PROCEEDS

Section 4.1  Establishment of Accounts for the 2022 Bonds.  (a) In accordance with Section 7.1 of the Master Indenture, the 2022 Cost of Issuance Fund, the ROW Project Fund, the 2022 Bond Debt Service Fund, the 2022 Debt Service Reserve Fund, and the 2022 Rebate Fund are hereby established for the 2022 Bonds.

(b) All of the Accounts established pursuant to this Section shall be held by the Trustee, except the 2022 Cost of Issuance Fund which shall be held by NVTC.

(c) As provided in Section 2.1(b) of the Master Indenture, the money and investments held in the ROW Project Fund, the 2022 Bond Debt Service Fund and the 2022 Debt Service Reserve Fund are pledged to secure the 2022 Bonds.

Section 4.2  Application of Sale Proceeds of the 2022 Bonds.  (a) As provided in the Closing Memorandum, on the Closing Date, the Trustee shall apply the purchase price received from the underwriters for the 2022 Bonds ($_________) and [$3,750,000] to be transferred by NVTC from prior disbursements from the CROC Fund (Total: $____________), as follows:

(1) $_________ shall be transferred to NVTC for deposit in the 2022 Cost of Issuance Fund;

(2) $_________ shall be deposited in the ROW Project Fund;

(3) $_________ shall be deposited in the 2022 Debt Service Reserve Fund; and

(4) $_________ shall be deposited in the Revenue Stabilization Fund.

(b) NVTC represents that the amount deposited into the 2022 Debt Service Reserve Fund is equal to the 2022 DSRF Requirement as of the Closing Date.

(c) The initial Revenue Stabilization Requirement is equal to the amount deposited into the Revenue Stabilization Fund as described in subsection (a)(4) and shall remain at such amount unless changed pursuant to Section 8.3(c) of the Master Indenture.
ARTICLE V
APPLICATION OF CERTAIN FUNDS

Section 5.1  2022 Cost of Issuance Fund. (a) NVTC shall apply the amount in the 2022 Cost of Issuance Fund to pay the issuance and financing costs of the 2022 Bonds.

(b) Any amount deposited in the 2022 Cost of Issuance Fund as described in Section 4.2(a)(i) that is not applied in accordance with Section 9.1 of the Master Indenture to pay the costs of issuance of the 2022 Bonds shall be transferred by NVTC to the 2022 Bond Debt Service Fund and applied by the Trustee to pay debt service on the 2022 Bonds before any other amounts therein are so used.

Section 5.2  ROW Project Fund. [Direct payment to VPRA?] (a) The Trustee will apply the amount in the ROW Project Fund to the payment or reimbursement of the costs of the ROW Project as directed by NVTC. Disbursements from the ROW Project Fund shall be made by the Trustee to NVTC or as directed by NVTC upon receipt by the Trustee of a requisition (upon which the Trustee shall be entitled to rely) signed by an NVTC Representative and containing all information called for by, and otherwise being in the form of, Exhibit C.

(b) If the Trustee receives an Officer's Certificate stating that certain amounts in the ROW Project Fund will not be necessary to pay the costs of the ROW Project, the Trustee shall then apply any remaining balance at the direction of an NVTC Representative in such manner as will not, in the Opinion of Bond Counsel delivered to NVTC and the Trustee, have an adverse effect on the tax-exempt status of the 2022 Bonds.

Section 5.3  2022 Bond Debt Service Fund and 2022 Debt Service Reserve Fund and Partial Refunding Bonds. (a) NVTC may elect to have the 2022 Bond Debt Service Fund or the 2022 Debt Service Reserve Fund, or both, provide for the payment of or secure a Series of Partial Refunding Bonds as well as the 2022 Bonds. If made, such election will be included in the Related Series Supplement for the Series of Partial Refunding Bonds.

(b) If NVTC makes the above-described election with respect to the 2022 Debt Service Reserve Fund, then the definition of "2022 DSRF Requirement" as set forth herein shall change to read as follows: "2022 DSRF Requirement" means an amount equal to the maximum Principal and Interest Requirements in the then-current or any future Fiscal Year on the Outstanding 2022 Bonds and the Outstanding Partial Refunding Bonds.

(c) Each monthly transfer into the 2022 Bond Debt Service Fund under Section 8.1(b) of the Master Indenture shall be in an amount not less than the sum of (i) one-sixth of the interest due on the 2022 Bonds on the next ensuing June 1 or December 1 Payment Date and (ii) one-twelfth of the principal due on the 2022 Bonds at maturity or upon mandatory redemption on the next ensuing December 1 Payment Date, with appropriate adjustments for any Payment Dates occurring in calendar year 2022.

Section 5.4  2022 Rebate Fund. The Trustee shall invest and apply amounts on deposit in the 2022 Rebate Fund as directed by Officer's Certificates provided pursuant to and in accordance with the 2022 Tax Regulatory Agreement.
Section 5.5 Residual Fund and CROC Pay-Go Contributions. In addition to the requirements related to the 2022 Bonds and the ROW Project described in the Recitals to this First Series Supplement, the Funding Agreement also requires that for a period not to exceed 10 years (except as such period may be extended as provided in the Funding Agreement) (the "CROC Pay-Go Contribution Period") the Commissions will pay to VPRA the balance of the funds disbursed to the Commissions from the CROC Fund net of the debt service on the CROC-Backed Debt and amounts required to replenish or fund Debt Service Reserves and other Reserve Accounts established with respect to the CROC-Backed Debt (as more particularly defined in the Funding Agreement, the "CROC Pay-Go Contributions"), unless the Commissions substitute other funds for the CROC Pay-Go Contributions as permitted under the Funding Agreement. NVTC intends to make the CROC Pay-Go Contributions from the Residual Fund and represents that the making of such contributions is a "lawful purpose" within the meaning of Section 8.6 of the Master Indenture. Unless otherwise defined herein, each capitalized term used in the Section has the meaning given to it in the Funding Agreement.

ARTICLE VI
SPECIAL COVENANTS

Section 6.1 2022 Tax Regulatory Agreement. (a) NVTC agrees that it will not take any action, or omit to take any action, if any such action or omission would adversely affect the excludability from gross income of interest on the 2022 Bonds under Section 103 of the Tax Code. NVTC agrees that it will not directly or indirectly use or permit the use of any proceeds of the 2022 Bonds or any other funds of NVTC or take or omit to take any action that would cause the 2022 Bonds to be "arbitrage bonds" under Section 148(a) of the Tax Code. To these ends, NVTC will comply with all requirements of Sections 141 through 150 of the Tax Code, including the Rebate Requirement, to the extent applicable to the 2022 Bonds.

(b) Without limiting the generality of the foregoing, NVTC agrees that (i) it will not directly or indirectly use or permit the use of the proceeds of the 2022 Bonds except in accordance with the 2022 Tax Regulatory Agreement and (ii) insofar as the 2022 Tax Regulatory Agreement imposes duties and responsibilities on NVTC, the 2022 Tax Regulatory Agreement is specifically incorporated by reference into this Section.

(c) The Trustee shall comply with all written instructions of an NVTC Representative given in accordance with the 2022 Tax Regulatory Agreement, but the Trustee shall not be required to ascertain whether the instructions comply with the 2022 Tax Regulatory Agreement. The Trustee shall be entitled to receive and may request from time to time from NVTC written instructions from a nationally-recognized bond counsel acceptable to the Trustee regarding the interpretation of Sections 141 through 150 of the Tax Code, and the Trustee agrees that it will comply with such directions (upon which the Trustee and NVTC may conclusively rely) so as to enable NVTC to perform its covenants under this Section.

(d) Notwithstanding any provisions of this Section, if NVTC shall provide to the Trustee an opinion of nationally-recognized bond counsel addressed and acceptable to NVTC and the Trustee to the effect that any action required under this Section by incorporation or otherwise is not required or is no longer require to maintain the excludability from gross income
of the interest on the 2022 Bonds under Section 103 of the Tax Code, NVTC and the Trustee may rely conclusively on such opinion in complying with the provisions of this Section.

**ARTICLE VII**
**MISCELLANEOUS**

**Section 7.1  Successors and Assigns.** This First Series Supplement is binding upon, inures to the benefit of and is enforceable by its parties and their respective successors and assigns.

**Section 7.2  Severability.** If any provision of this First Series Supplement is held invalid by any court of competent jurisdiction, such holding will not invalidate any other provision.

**Section 7.3  Governing Law.** This First Series Supplement will be governed by and construed under the applicable laws of the Commonwealth of Virginia.

**Section 7.4  Counterparts.** This First Series Supplement may be executed in several counterparts, each of which will be an original, and the counterparts will together constitute one and the same instrument.

**Section 7.5  Parties Interested.** Nothing in this First Series Supplement expressed or implied is intended or will be construed to confer upon any Person, other than NVTC, the Trustee and the Owners of the 2022 Bonds, any right, remedy or claim under or by reason of this First Series Supplement, this First Series Supplement being intended for the sole and exclusive benefit of NVTC, the Trustee and the Owners of the 2022 Bonds.

[Signature Page Follows]
IN WITNESS WHEREOF, NVTC and the Trustee have caused this First Series Supplement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ________________________________
    Canek Aguirre, Chair

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ________________________________
    Stephanie E. Haysley, Vice President

[Signature Page of First Series Supplement]
EXHIBIT A

DESCRIPTION OF ROW PROJECT
EXHIBIT B
FORM OF 2022 BOND

REGISTERED          CUSIP
R-__               ______

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA

NORTHERN VIRGINIA TRANSPORTATION COMMISSION
TRANSPORTATION DISTRICT SPECIAL OBLIGATION REVENUE BOND
(TRONSMFORMING RAIL IN VIRGINIA PROGRAM)
SERIES 2022
(GREEN BONDS)

INTEREST RATE       MATURITY DATE       DATED DATE
____%               December 1, 20__     June __, 2022

REGISTERED OWNER:

PRINCIPAL AMOUNT:

NORTHERN VIRGINIA TRANSPORTATION COMMISSION ("NVTC")
acknowledges itself indebted and for value received promises to pay upon surrender of this Bond
at the corporate trust office of U.S. Bank Trust Company, National Association, or its successor,
as trustee and paying agent (the "Trustee") under the Indenture (as defined below), to the
registered owner of this Bond (the "Owner"), or registered assigns or legal representative, the
principal sum stated above on the maturity date stated above, and to pay interest on this Bond
semiannually on each June 1 and December 1, commencing December 1, 2022, at the annual rate
stated above, solely from the sources pledged for such purpose as described below. The
principal of and premium, if any, and interest on this Bond are payable in lawful money of the
United States of America.

"Indenture" means the Master Indenture of Trust dated as of June 1, 2022 (the "Master
Indenture"), between NVTC and the Trustee, as supplemented by the First Series Supplemental
Indenture of Trust dated as of June 1, 2022 (the "First Series Supplement," and together with the
Master Indenture, the "Indenture"), between NVTC and the Trustee. Unless otherwise defined,
each capitalized term used in this Bond has the meaning given it in the Indenture.

Interest is payable (i) from the dated date set forth above (the "Dated Date"), if this Bond
is authenticated before December 1, 2022, or (ii) otherwise from the interest payment date that is,
or immediately precedes, the date on which this Bond is authenticated (unless payment of interest on this Bond is in default, in which case this Bond shall bear interest from the date to which interest has been paid). Interest on this Bond is computed on the basis of a year of 360 days and twelve 30-day months.

Interest is payable by check or draft mailed to the holder of this Bond at the address that appears on the fifteenth day of the month preceding each interest payment date on the registration books kept by the Trustee. Notwithstanding the foregoing, if (i) the Owner of this Bond owns at least $1,000,000 in aggregate principal amount of Bonds (as defined below), and (ii) such Owner has provided satisfactory prior notice to the Trustee regarding payment by wire transfer, then interest shall be paid to such Owner by wire transfer. Notwithstanding anything to the contrary contained in this Bond or in the Indenture, for so long as Cede & Co. or any other nominee of The Depository Trust Company ("DTC") is the Owner of all of the Bonds, the principal of and premium, if any, and interest on this Bond shall be payable pursuant to the additional requirements provided under NVTC’s Blanket Issuer Letter of Representations to DTC dated ____________, 2022.

If the date of maturity of the principal of this Bond or the date fixed for the payment of interest on or the redemption of this Bond shall not be a Business Day (as defined in the Indenture), then payment of principal, premium, if any, and interest need not be made on such date, but may be made on the next succeeding Business Day, and, if made on such next succeeding Business Day, no additional interest shall accrue for the period after such date of maturity or date fixed for the payment of interest or redemption.

This Bond and the issue of which it is a part and the premium, if any, and the interest on them are limited obligations of NVTC and payable solely from the revenues, moneys and other property pledged to the Trustee for such purpose under the Indenture on a parity with the other Bonds issued simultaneously herewith and the other Outstanding Bonds or hereafter to be issued under the Indenture. THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OF THE COMMONWEALTH OF VIRGINIA (THE "COMMONWEALTH") OR ANY POLITICAL SUBDIVISION THEREOF (INCLUDING THE VIRGINIA PASSENGER RAIL AUTHORITY ("VPRA"), ANY PARTICIPATING JURISDICTION OR CONTRIBUTING JURISDICTION (AS DEFINED IN THE INDENTURE) OR ANY OTHER COUNTY OR CITY PRESENTLY COMPRISED BY THE DISTRICTS (AS DEFINED IN THE INDENTURE) OR THAT MAY AGREE TO JOIN THE DISTRICTS) OTHER THAN NVTC. THIS BOND SHALL NOT CONSTITUTE AN INDEBTEDNESS WITHIN THE MEANING OF ANY DEBT LIMITATION OR RESTRICTION EXCEPT AS PROVIDED UNDER THE APPLICABLE PROVISIONS OF THE VIRGINIA CODE.

As required by the Indenture, NVTC represents that (i) the payment of the principal and interest on this Bond does not constitute a claim against the interest of the Virginia Department of Rail and Public Transportation ("DRPT") or VPRA in the Rail Facilities (as defined in the Funding Agreement, which is defined in the Indenture), or any part thereof; (ii) payment of the principal and interest on this Bond is not an obligation, moral or otherwise, of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth, other than NVTC; (iii) neither the full faith and credit nor the taxing power
of the Commonwealth, DRPT, VPRA or any other agency, instrumentality, or political subdivision of the Commonwealth is pledged to the payment of the principal and interest thereon; and (iv) this Bond is a limited obligation of NVTC payable solely from the Revenues and other property pledged therefor.

Also as required by the Indenture, NVTC represents that the sole interest of the Trustee or Owner of this Bond is in the Revenues and other property pledged therefor under the Indenture, and the Trustee or Owner has no rights by lien or otherwise against the title of DRPT or VPRA to or real property interest in the Rail Facilities or any other facilities owned by DRPT or VPRA.

This Bond is one of an issue of $__________ Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "Bonds"), of like date and tenor, except as to number, denomination, rate of interest, privilege of redemption and maturity, issued by NVTC as authorized by the provisions of the Transportation District Act of 1964, Chapter 32, Title 15.1 of the Code of Virginia of 1950, as amended, Section 33.2-3502 of the Code of Virginia of 1950, as amended, and resolutions adopted by NVTC on June 2, 2022, and the Potomac and Rappahannock Transportation Commission ("PRTC" and, collectively with NVTC, the "Commissions") on June 9, 2022. NVTC will use the proceeds of the Bonds, along with other available funds, to (i) pay the issuance and financing costs of the Bonds, (ii) fund any reserves required under the Indenture, and (iii) make contributions to the VPRA to support VPRA's acquisition of real property for right-of-way within the operating territory of the Virginia Railway Express which will be subject to continuing use by the Commissions. The Commissions are engaged in the operation and maintenance of a commuter rail service known as the Virginia Railway Express.

Reference is made to the Indenture and all amendments and supplements to it for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of NVTC and the Trustee, the rights of the Owners of the Bonds and the terms upon which the Bonds are issued and secured. NVTC may from time to time hereafter issue additional bonds ranking equally with or subordinate to the Bonds for certain purposes on the terms provided in the Indenture.

The Bonds may not be called for redemption except as provided in the Indenture and as described in the succeeding numbered paragraphs.

(1) The Bonds maturing on or before December 1, 2032, will not be subject to optional or mandatory redemption.

(2) The Bonds maturing on or after December 1, 2033, may be redeemed before maturity at the option of NVTC from any available moneys on and after December 1, 2032, in whole or in part in $5,000 increments at any time, at 100% of the principal amount of the Bonds to be redeemed, plus interest accrued to the date fixed for redemption.

The maturities of the Bonds to be redeemed by optional redemption shall be selected by NVTC. In the case of any partial redemption of a maturity of the Bonds, the particular Bonds to
be redeemed shall be selected by DTC in accordance with its procedures or, if the book-entry system has been discontinued, by the Trustee by lot in such manner as the Trustee shall determine. Each increment of $5,000 principal amount of Bonds shall be counted as one Bond for purposes of selecting Bonds for a partial redemption. If this Bond shall be called for partial redemption, upon its surrender a new Bond representing the unredeemed balance of the principal amount will be issued to the Owner.

If any of the Bonds are called for redemption, the Trustee shall send notice of the call for redemption identifying the Bonds to be redeemed by first class mail or, if Cede & Co. or other nominee of the Depository Trust Company is the sole Owner of the Bonds, delivered electronically, not less than thirty nor more than sixty days before the date fixed for redemption to the Owner of each Bond to be redeemed at such Owner's address as it appears on the registration books maintained by the Trustee. Provided funds for their redemption are on deposit at the place of payment on the date fixed for redemption, all Bonds called for redemption shall cease to bear interest on such date, shall no longer be secured by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

The Owner of this Bond shall have no right to enforce the provisions of the Indenture or to take any action with respect to any Event of Default under the Indenture or to institute, appear in or defend any suit or other proceedings with respect to it, except as provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplement to it, may be made only to the extent and in the circumstances permitted by the Indenture.

The Bonds are issuable as registered bonds in denominations of $5,000 and integral multiples of $5,000. Upon surrender for transfer or exchange of this Bond at the Trustee's designated corporate trust office, NVTC shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees or Owner, as applicable, a new Bond or Bonds of like date, tenor and of any authorized denomination for the aggregate principal amount any such transferee or Owner is entitled to receive, subject in each case to such reasonable regulations as NVTC or the Trustee may prescribe. When presented for transfer, exchange, redemption or payment, this Bond must be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and substance reasonably satisfactory to NVTC and the Trustee, duly executed by the Owner or by his or her duly authorized attorney-in-fact or legal representative. Any such transfer or exchange shall be at NVTC's expense, except that the Trustee may charge the person requesting such transfer or exchange the amount of any tax or other governmental charge required to be paid with respect to it.

The Owner of this Bond shall be treated as the person exclusively entitled to payment of principal, premium, if any, and interest and the exercise of all other rights and powers of the Owner, except that interest payments shall be made to the person registered as Owner on the fifteenth day of the month preceding each interest payment date.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed.
This Bond shall not become obligatory for any purpose, be entitled to any security or benefit under the Indenture or be valid until the Trustee has executed the Certificate of Authentication appearing on this Bond and inserted the date of authentication.

[Signature Page Follows]
IN WITNESS WHEREOF, the Northern Virginia Transportation Commission has caused this Bond to be signed by the facsimile signature of its Chair, a facsimile of its seal to be printed on it and attested by the facsimile signature of its Executive Director, and this Bond to be dated the Dated Date.

(SEAL) NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ________________________________
    Canek Aguirre, Chair

ATTEST:

By: ________________________________
    Katherine A. Mattice, Executive Director

[Signature Page of the Bond]
CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the above-mentioned Indenture.

Authentication Date: __________, 2022

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ______________________________
    Authorized Signature
ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

________________________________________________________________________
________________________________________________________________________

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE OF TRANSFEREE)

________________________________________________________________________
________________________________________________________________________

this Bond and all rights under it, and irrevocably constitutes and appoints ______________________, attorney, to transfer this Bond on the books kept for its registration, with full power of substitution.

Dated: ___________________ Tax I.D. No. _________________

Signature Guaranteed:

Registro Owner

(NOTE: The signature of the registered owner or owners must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association which is a member of a medallion program approved by The Securities Transfer Association, Inc.)
EXHIBIT C  
ROW PROJECT FUND REQUISITION

[U.S. Bank Trust Company,  
National Association, as Trustee  
1051 East Cary Street, Suite 600  
Richmond, Virginia 23219  
Attn: Global Trust Services]

Requisition No. ___  
Dated: ________

Re: Direction to Make Disbursements from the ROW Project Fund for the Northern Virginia Transportation Commission Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds)

Pursuant to Section 5.2 of the First Supplemental Series Indenture of Trust dated as of June 1, 2022 (the "First Series Supplement"), between the Northern Virginia Transportation Commission ("NVTC"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), the Trustee is directed to disburse from the ROW Project Fund the amount indicated below.

Each capitalized terms not otherwise defined herein has the same meaning as used in the First Series Supplement.

The undersigned certifies as follows:

1. The name(s) and address(es) of the person(s), firm(s) or corporation(s) to whom the disbursement(s) are due and the amounts to be disbursed are as follows:

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Amount</th>
</tr>
</thead>
</table>

[Use an additional page if necessary.]

2. The total amount to be disbursed is $__________.

3. The project for which the obligation(s) to be paid was/were incurred:
4. The undersigned is a "NVTC Representative" within the meaning of the First Series Supplement and the Master Indenture defined therein.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ____________________________________
   NVTC Representative
EXHIBIT D

CLOSING MEMORANDUM

(See Attached)
Northern Virginia Transportation Commission

$[__________]
Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

BOND PURCHASE AGREEMENT

June ___, 2022

Northern Virginia Transportation Commission
2300 Wilson Boulevard
Suite 230
Arlington, Virginia 22201
Attn: Scott Kalkwarf, Director of Finance and Administration

Ladies and Gentlemen:

The undersigned, BofA Securities, Inc. (the "Representative"), offers to enter into this Bond Purchase Agreement (this "Agreement") between the Northern Virginia Transportation Commission ("NVTC"), and the Representative, acting on behalf of itself, [_____] and [______], as the Underwriters (collectively, the "Underwriters"), for the sale by NVTC and the purchase by the Underwriters of NVTC's $[_______] Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"). This offer is made subject to acceptance, which will be evidenced by NVTC's execution and delivery to the Representative of this Agreement at or before [TIME], Richmond, Virginia, time, on June ___, 2022, and, if not so accepted, will be subject to withdrawal by the Representative upon notice delivered to NVTC at any time thereafter.

NVTC has heretofore delivered to the Representative the Official Statement of NVTC with respect to the 2022 Bonds in preliminary form dated June [___], 2022 (the "Preliminary Official Statement"), and will deliver an Official Statement in final form dated the date hereof (as more particularly defined in Section 3 below, the "Official Statement") as provided herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Official Statement.

1. Agreement to Purchase and Sell; Good Faith Deposit.

   (a) Agreement to Purchase and Sell. Upon the terms and conditions, and based upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from NVTC, and NVTC hereby agrees to sell and deliver to the Underwriters, all (but not less than all) of the 2022 Bonds.
(b) Terms of the 2022 Bonds. The 2022 Bonds shall be dated the date of delivery thereof and shall mature in the principal amounts, bear interest at the rates, and be subject to the redemption provisions, all as described in the Official Statement and in Schedule A attached hereto. The aggregate purchase price of the 2022 Bonds shall be $[AGGREGATE PURCHASE PRICE] (representing the sum of (i) the $[PAR AMOUNT] par amount of the 2022 Bonds, [plus original issue premium of $[ORIGINAL ISSUE PREMIUM] or less original issue discount of $[ORIGINAL ISSUE DISCOUNT]], less an underwriting discount of $[UNDERWRITING DISCOUNT] on the 2022 Bonds). Such purchase price shall be payable on the Closing Date (hereinafter defined in Section 9 below) by the Underwriters to NVTC by wire transfer in immediately available funds.

(c) Good Faith Deposit. The Representative has delivered to NVTC, and NVTC acknowledges receipt of, a wire transfer in the aggregate amount of $[GOOD FAITH DEPOSIT], representing the good faith deposit of the Underwriters. At the Closing (as defined in Section 9 below), the good faith deposit, exclusive of any interest earned on such amount which shall accrue to the benefit of NVTC, will be deducted from the amount payable by the Underwriters with respect to the aggregate purchase price of the 2022 Bonds (and applied by NVTC as proceeds of the 2022 Bonds), and the Underwriters will pay $[AMOUNT PAYABLE] (representing the $[AGGREGATE PURCHASE PRICE] aggregate purchase price, less the $[GOOD FAITH DEPOSIT] good faith deposit). If NVTC fails to deliver the 2022 Bonds at the Closing, or if NVTC is unable on or before the Closing to satisfy the conditions to the Underwriters' obligations contained in this Agreement, or if the obligations of the Underwriters are terminated for any reason permitted by this Agreement, the good faith deposit (with no credit for interest thereon) will be returned to the Representative. If the Underwriters fail (other than for a reason permitted in this Agreement) to accept and pay for the 2022 Bonds upon their tender by NVTC as provided in this Agreement, the good faith deposit and any interest earnings thereon will be retained by NVTC as full liquidated damages for such failure and for any and all defaults on the part of the Underwriters, and the delivery of the good faith deposit will constitute satisfaction, and will result in full release and discharge of the Underwriters and their affiliates from all claims and damages for such failure and for any and all defaults.

(d) Public Offering. The Underwriters agree to make a bona fide public offering of all of the 2022 Bonds of each maturity at a price not in excess of the respective initial offering price or a yield not greater than the yield set forth in the front portion of the Official Statement, and subject to Section 7 hereof, after such bona fide public offering the Underwriters may change such prices or yields as they may deem necessary or desirable in connection with the offering and sale of the 2022 Bonds and to sell the 2022 Bonds to dealers (including dealer banks and dealers depositing the 2022 Bonds into investment trusts) and others at prices lower than the initial offering prices or yields greater than the yields indicated in the Official Statement. As used in this subsection (d) the term "public" is defined in Section 7 below. The Representative agrees on behalf of the Underwriters that the 2022 Bonds will only be offered pursuant to the Official Statement and only in jurisdictions where such offer is legal and that a copy of the final version of the Official Statement will be delivered to each purchaser of the 2022 Bonds.

2. Description of the 2022 Bonds; Use of Proceeds.

(a) Authorization of the 2022 Bonds. The issuance of the 2022 Bonds has been authorized by the provisions of the Transportation District Act of 1964, Chapter 19, Title 33.2, of the Code of Virginia of 1950, as amended (the "Act"), Section 33.2-3502 of the Code of Virginia
of 1950, as amended (the "Virginia Code"), and resolutions adopted by NVTC on June 2, 2022 (the "NVTC Resolution"), the Potomac and Rappahannock Transportation Commission ("PRTC" and, together with NVTC, the "Commissions") on June 2, 2022 (the "PRTC Resolution" and, together with the NVTC Resolution, the "Authorizing Resolution") and the Participating Jurisdictions and Contributing Jurisdictions (each as defined in the Preliminary Official Statement).

(b) Terms of and Security for the 2022 Bonds. The terms of and the security for the 2022 Bonds are set forth in a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, Richmond, Virginia, as trustee (together with any successor, the "Trustee"), as supplemented by a First Series Supplemental Indenture of Trust dated as of June 1, 2022 (the "First Series Supplement"), between NVTC and the Trustee. The Master Indenture and the First Series Supplement are referred to collectively herein as the "Indenture." The 2022 Bonds are limited obligations of NVTC, payable solely from Revenues and other property pledged for their payment under the terms of the Indenture. The 2022 Bonds (i) are not a debt of the Commonwealth of Virginia or any political subdivision thereof (including the Member Localities, as defined in the Preliminary Official Statement) other than NVTC and (ii) do not constitute indebtedness within the meaning of any debt limitation or restriction, except as may be provided under the Virginia Code. PRTC has assigned certain moneys to NVTC to be pledged by NVTC as part of the Revenues under the Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"), between NVTC and PRTC.

(c) Use of Proceeds. NVTC will use the proceeds of the 2022 Bonds, together with other available funds, pursuant to the Indenture to pay the issuance and financing costs of the 2022 Bonds, to fund any required reserves, and to make contributions to the Virginia Passenger Rail Authority ("VPRA") to assist with the cost of VPRA's purchase of rail right-of-way from CSX Transportation.

(d) Continuing Disclosure Agreement. To assist the Underwriters in complying with Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (the "Rule"), NVTC [and PRTC] will execute a Continuing Disclosure Agreement dated as of the Closing Date (as defined in Section 9 below) for the benefit of the holders of the 2022 Bonds (the "Continuing Disclosure Agreement"). NVTC will agree in the Continuing Disclosure Agreement to provide or cause to be provided annual financial information and notices of the occurrence of specified events. A description of the Continuing Disclosure Agreement is set forth as Appendix E to the Preliminary Official Statement and the Official Statement. This Agreement, the Indenture, the Assignment and Payment Agreement and the Continuing Disclosure Agreement are hereinafter collectively referred to as the "Basic Documents."


(a) Preliminary Official Statement Deemed Final. The Preliminary Official Statement has been prepared by NVTC and its advisors for use and distribution by the Underwriters in connection with the public offering, sale and distribution of the 2022 Bonds. NVTC hereby confirms that the Preliminary Official Statement was "deemed final" as of its date by NVTC for purposes of paragraph (b)(1) of the Rule, except for omissions permitted by the Rule.
(b) Delivery of Official Statement. NVTC agrees to supply, at NVTC's expense, within the earlier of seven (7) business days from the date hereof or two (2) business days before the Closing, sufficient quantities of the Official Statement to enable the Underwriters to send copies of the Official Statement to any potential customer upon request in compliance with paragraph (b)(4) of the Rule and the rules and regulations of the Municipal Securities Rulemaking Board ("MSRB"). The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by the Rule, NVTC shall make only such other additions, deletions and revisions in the Official Statement that are approved by the Representative. NVTC agrees to deliver to the Underwriters not later than two (2) business days prior to Closing an electronic copy of the Official Statement in a word-searchable portable document format that permits the Underwriters to satisfy their obligations under the rules and regulations of the MSRB and the Securities and Exchange Commission ("SEC"). The Representative agrees to file the Official Statement with the MSRB in compliance with MSRB Rule G-32.

The Official Statement, including the cover page and the appendices, is referred to herein as "Official Statement," except that if the Official Statement has been amended pursuant to subsection (e) below between the date thereof and the date upon which such amendment so occurs, the term "Official Statement" shall refer to the Official Statement as so amended.

(c) Distribution and Use. NVTC hereby authorizes the use and distribution, including in electronic format, by the Underwriters of copies of the Official Statement in connection with the public offering and sale of the 2022 Bonds. NVTC also hereby ratifies and consents to the use and distribution, including in electronic format, by the Underwriters, prior to the date hereof, of the Preliminary Official Statement in connection with the public offering of the 2022 Bonds.

(d) Representations as to NVTC Information. As of the date hereof and until the Closing Date, NVTC represents and agrees that the statements and information in the Official Statement (excluding only the information (i) with respect to overallotment and stabilization, (ii) under the captions "TAX MATTERS," "FINANCIAL ADVISOR," and "UNDERWRITING," and (iii) in Appendices D and F) ("NVTC Information") are and will be, and such NVTC Information in the Preliminary Official Statement as of its date was, true, correct and complete in all material respects; and such NVTC Information in the Official Statement as of its date does not and will not, and such NVTC Information in the Preliminary Official Statement as of its date did not, include any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements and information, in light of the circumstances under which they are or were made, not misleading.

(e) Amendments or Supplements. Between the date hereof and twenty-five (25) days after the "End of the Underwriting Period," as defined in subsection (f) below, (i) NVTC will not adopt or participate in the issuance of any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Representative shall object by providing notice to NVTC and (ii) NVTC covenants and agrees to notify the Representative of the circumstances and details of the occurrence of any event (A) affecting the correctness or completeness of any material statement contained in the Official Statement, or (B) as a result of which the Official Statement as then amended or supplemented contains an untrue statement of a material fact or omits to state a material fact necessary in order to make such statements therein, in light of the circumstances under which they were made, not misleading. If, during the period
commencing on the date hereof through the date twenty-five (25) days after the End of the Underwriting Period, any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Representative, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or "potential customer" (as defined for purposes of paragraph (b)(4) of the Rule), NVTC covenants and agrees, at the request of the Representative and at the expense of NVTC, forthwith to prepare and furnish to the Underwriters a reasonable number of copies of an amendment of or supplement to the Official Statement that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser or potential customer, not misleading; provided, however, that if such event shall occur on or prior to the Closing Date, the Representative in its sole discretion shall have the right to terminate the Underwriters' obligations hereunder by providing notice to NVTC and thereafter the Underwriters will be under no obligation to purchase and pay for the 2022 Bonds, as described in Section 10 hereof. Anything in this subsection (e) to the contrary notwithstanding, in no event shall NVTC be under any obligation to perform any continuing due diligence or monitoring to determine if any event described in this subsection (e) has occurred after the End of the Underwriting Period.

(f) End of the Underwriting Period. The "End of the Underwriting Period" as used in this Bond Purchase Agreement shall mean the Closing Date unless the Representative notifies NVTC on the Closing Date that an Underwriter retains an unsold balance of the 2022 Bonds for sale to the public, in which case it shall be the earlier of the date on which no Underwriter retains an unsold balance of the 2022 Bonds or twenty-five (25) days after the Closing Date. The Representative shall promptly notify NVTC of the occurrence of the End of the Underwriting Period.

4. Representations, Warranties and Agreements of NVTC. NVTC represents and warrants to, and agrees with, the Underwriters as follows:

(a) NVTC has full legal right, power and authority under the Act, Section 33.2-3502 of the Virginia Code, and the Authorizing Resolution, and on the Closing Date will have full legal right, power and authority under NVTC's Charter, the Act and the Authorizing Resolution (i) to enter into the Basic Documents, (ii) to sell, issue and deliver the 2022 Bonds to the Underwriters as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Authorizing Resolution, the Basic Documents and the Official Statement; and NVTC has complied, and will on the Closing Date be in compliance in all respects, with the terms of the Act, Section 33.2-3502 of the Virginia Code, the Authorizing Resolution and the Basic Documents as they pertain to such transactions;

(b) By all necessary official action completed prior to or concurrently with the acceptance hereof, NVTC has duly authorized and approved the execution and delivery of, and the performance by NVTC of the obligations on its part contained in, the 2022 Bonds, the Authorizing Resolution, and the Basic Documents, and the consummation by it of all other transactions contemplated by the Official Statement, the Authorizing Resolution and the Basic Documents; the Basic Documents constitute legal, valid and binding obligations of NVTC, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and the 2022 Bonds, when issued, authenticated and delivered to the
Underwriters in accordance with the Authorizing Resolution will constitute legal, valid and binding limited obligations of NVTC payable solely from the Revenues and other funds pledged for their payment under the Indenture, and will be enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors’ rights;

(c) NVTC is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of the Commonwealth of Virginia or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which NVTC is a party or to which NVTC or any of the property or assets of NVTC are otherwise subject, and no event has occurred and is continuing that constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by NVTC under any such instrument; and the enactment of the Authorizing Resolution, the execution and delivery of the 2022 Bonds and the Basic Documents and the compliance with the provisions on NVTC’s part contained therein, will not conflict in any material respect with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which NVTC is a party or to which NVTC is otherwise subject;

(d) All authorizations, approvals, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction over the matters that are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by NVTC of its obligations under, the Authorizing Resolution, the 2022 Bonds and the Basic Documents have been duly obtained, except for such approvals, consents and orders as are stated in the Official Statement as yet to be obtained or as may be required under the Blue Sky or securities laws of any state or other jurisdiction in connection with the offering and sale of the 2022 Bonds;

(e) The 2022 Bonds conform to the descriptions thereof contained in the Official Statement under the captions "INTRODUCTION," "THE 2022 BONDS," and "SOURCES OF PAYMENT AND SECURITY FOR THE 2022 BONDS"; the Continuing Disclosure Agreement conforms to the description thereof contained in the Official Statement under the caption "CONTINUING DISCLOSURE"; and the proceeds of the sale of the 2022 Bonds will be applied generally as described in the Official Statement under the caption "ESTIMATED SOURCES AND USES OF FUNDS";

(f) Other than as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of NVTC, threatened against NVTC, affecting the corporate existence of NVTC or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the 2022 Bonds or in any way contesting or affecting the validity or enforceability of the 2022 Bonds, the Authorizing Resolution, or the Basic Documents, or contesting the exclusion from gross income of interest on the 2022 Bonds for federal income tax purposes or contesting in any way the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of NVTC or any authority for the issuance of the 2022 Bonds, the enactment of the Authorizing Resolution or the execution and delivery of the Basic Documents, nor, to the best knowledge of NVTC, is there any basis therefor, wherein an unfavorable decision, ruling or
finding would materially adversely affect the validity or enforceability of the 2022 Bonds, the Authorizing Resolution or the Basic Documents or the performance by NVTC of its obligations thereunder;

(g) [The financial statements of, and other financial information regarding Virginia Railway Express ("VRE") or the Commuter Rail Operation and Capital Fund (the "CROC Fund") as it appears in VRE's financial statements in the Official Statement and Appendix B thereof fairly present the financial position and results of the operations of NVTC as of the dates and for the periods therein set forth; and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied];

(h) No person, whether generally or through an enterprise, fund, or account of such person, other than NVTC [and PRTC], is committed by contract or other arrangement structured to support payment of all, or part, of the obligations on the 2022 Bonds for purposes of and within the meaning of the Rule;

(i) To the best of NVTC's knowledge, during the 5-year period ending on the date hereof, except as set forth in the Official Statement, NVTC has not failed in any material respect to comply with all previous undertakings made by it of the type specified in paragraph (b)(5)(i) of the Rule;

(j) During the 5-year period ending on the date hereof, except as set forth in the Official Statement, no notice of the type specified in paragraph (b)(5)(i)(D) of the Rule has been filed by or on behalf of NVTC;

(k) Subject to Section 11 hereof, NVTC shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the 2022 Bonds for offering and sale under the securities or "blue sky" laws of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, NVTC shall not be obligated to accept, or consent to accept, service of process, or to appoint an agent to accept service of process, outside the Commonwealth of Virginia; and

(l) NVTC acknowledges and agrees that: (i) the Underwriters are not acting as a financial advisor within the meaning of Section 15B of the Securities Exchange Act, as amended, (ii) the primary role of the Underwriters, as Underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between NVTC and the Underwriters and the Underwriters have financial and other interests that differ from those of NVTC; (iii) the Underwriters are acting solely as principals and are not acting as financial advisors, financial advisors or fiduciaries to NVTC and have not assumed any advisory or fiduciary responsibility to NVTC with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to NVTC on other matters); (iv) the only obligations the Underwriters have to NVTC with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) NVTC has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

5. **Representations, Warranties and Agreements of the Underwriters.** The Underwriters represent and warrant to, and agree with, NVTC as follows:
(a) The Underwriters shall offer the 2022 Bonds in accordance with the laws of the United States and the Commonwealth of Virginia;

(b) The Representative has been duly authorized to execute this Agreement and, when executed by the Representative and accepted by NVTC, this Agreement shall be a valid and binding obligation of the Underwriters;

(c) The Underwriters shall offer the 2022 Bonds only pursuant to the Preliminary Official Statement and the Official Statement;

(d) The Underwriters shall not make any untrue or misleading statement in connection with the offering and sale of the 2022 Bonds and shall ensure that all information contained in the Preliminary Official Statement and the Official Statement under the caption "UNDERWRITING" is true and correct in all material respects and does not omit any statement necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(e) The Underwriters shall comply with all applicable registration and qualification requirements applicable to the Underwriters or the 2022 Bonds under any securities or "blue sky" laws of any jurisdiction in which such registration or qualification is required;

(f) The Underwriters are in compliance with Rule G-37 with respect to NVTC and are not prohibited thereby from acting as underwriters with respect to securities of NVTC; and

(g) The Underwriters have reasonably determined that NVTC's undertaking pursuant to [Section 2(d)] hereof and in the Continuing Disclosure Agreement to provide continuing disclosure with respect to the 2022 Bonds, assuming NVTC's compliance therewith, is sufficient to effect compliance with the Rule.

6. [Reserved].


(a) The Representative, on behalf of the Underwriters, agrees to assist NVTC in establishing the issue price of the 2022 Bonds and shall execute and deliver to NVTC at Closing an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit 4, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, NVTC and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public (as defined below) of the 2022 Bonds. All actions to be taken by NVTC under this Section to establish the issue price of the 2022 Bonds may be taken on behalf of NVTC by NVTC's financial advisor identified in the Official Statement and any notice or report to be provided to NVTC may be provided to NVTC's financial advisor.

(b) Except for the maturities set forth in Schedule A attached hereto, NVTC represents that it will treat the first price at which ten percent of each maturity of the 2022 Bonds (the "10% Test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% Test).
(c) The Representative confirms that the Underwriters have offered the 2022 Bonds to the public on or before the date of this Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Agreement, the maturities of the 2022 Bonds, if any, for which the 10% Test has not been satisfied and for which NVTC and the Representative, on behalf of the Underwriters, agrees that (i) the Representative will retain all unsold 2022 Bonds of each maturity for which the 10% Test has not been satisfied and not allocate any such 2022 Bonds to any other Underwriter and (ii) the restrictions set forth in the next sentence shall apply (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2022 Bonds, the Representative will neither offer nor sell unsold 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or
2. the date on which the Underwriters have sold at least 10% of that maturity of the 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Representative confirms that:

1. any agreement among Underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

   (A)(i) to report the prices at which it sells to the public the unsold 2022 Bonds of each maturity allocated to it until either all 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% Test has been satisfied as to the 2022 Bonds of that maturity and (ii) to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

   (B) to promptly notify the Representative of any sales of 2022 Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter (as defined below) participating in the initial sale of the 2022 Bonds to the public, and

   (C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

2. any agreement among Underwriters and any selling group agreement relating to the initial sale of the 2022 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each
Underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2022 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2022 Bonds of each maturity allocated to it until either all 2022 Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter that the 10% Test has been satisfied as to the 2022 Bonds of that maturity and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(e) NVTC acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds, as set forth in an agreement among Underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2022 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2022 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. NVTC further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement to comply with its agreement regarding the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2022 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2022 Bonds.

(f) The Underwriters acknowledge that sales of any 2022 Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2022 Bonds to the public shall not constitute sales to the public for purposes of this Section. Further, for purposes of this section:

1. "public" means any person other than an underwriter or a related party to an underwriter,

2. "underwriter" means (i) any person that agrees pursuant to a written contract with NVTC (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2022 Bonds to the public and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) to participate in the initial sale of the 2022 Bonds to
the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2022 Bonds to the public),

(3) a purchaser of any of the 2022 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of this Agreement.

8. Conditions to Underwriters' Obligations. The Underwriters' obligation to purchase and pay for the 2022 Bonds shall be subject to the performance by NVTC of its obligations to be performed hereunder and in the documents delivered at the Closing, and the accuracy in all material respects of the representations and warranties contained hereunder and shall also be subject to the satisfaction of each of the following conditions as of the Closing Date:

(a) There will not be any material error, misstatement or omission in the representations and warranties made by NVTC in this Agreement, which representations and warranties will be deemed to have been made again at and as of the time of the Closing;

(b) The Act, Section 33.2-3502 of the Virginia Code, the Authorizing Resolution and the Basic Documents will be in full force and effect and will not have been amended, modified or supplemented, and the Official Statement will not have been supplemented or amended, except as may have been agreed or consented to by the Underwriters;

(c) [Reserved];

(d) (i) Subsequent to the date as of which information is given in the Official Statement, there shall not have been any material adverse change in or affecting NVTC or the source of payment for the 2022 Bonds, which change or development will materially adversely affect the market price of the 2022 Bonds in the reasonable judgment of the Representative and (ii) NVTC shall have delivered to the Underwriters executed Official Statements by the time, and in the numbers, required by Section 3(b) of this Agreement.

(e) The Representative will have received the Official Statement, and each supplement or amendment, if any, to it, executed on behalf of NVTC by its [authorized representative], a fully-executed copy of each of the Basic Documents and a certified copy of the Authorizing Resolution;

(f) The Representative will have received from McGuireWoods LLP, Bond Counsel for NVTC ("Bond Counsel"), an approving opinion with respect to the 2022 Bonds, dated
the Closing Date and addressed to NVTC, in substantially the form set forth in Appendix D to the Official Statement;

(g) The Representative will have received from Bond Counsel a supplemental opinion with respect to the 2022 Bonds, dated the Closing Date and addressed to the Underwriters, in substantially the form set forth as Exhibit 1 hereto;

(h) Reserved.

(i) The Representative will have received from the General Counsel for VRE an opinion dated the Closing Date and addressed to the Underwriters, in substantially the form set forth as Exhibit 2 hereto;

(j) The Representative will have received from Kaufman & Canoles, as counsel to the Underwriters, an opinion dated the Closing Date and addressed to the Underwriters, in substantially the form set forth as Exhibit 3 hereto;

(k) The Representative will have received a certificate of authorized representatives of NVTC setting forth facts, estimates and circumstances (including covenants of NVTC) in existence on the Closing Date sufficient to support the conclusion that it is not expected that the proceeds of the 2022 Bonds will be used in a manner that would cause any such bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable rules and regulations;

(l) The Representative will have received a certificate of NVTC as to the receipt of payment for the 2022 Bonds;

(m) The Representative will have received a certificate, dated the Closing Date, signed by authorized representatives of NVTC to the effect that (i) the representations and warranties of NVTC contained herein are true and correct in all material respects as of the date of the Closing; (ii) except as described in the Official Statement, no litigation is pending or, to his knowledge, threatened (A) seeking to restrain or enjoin the execution or delivery of any Basic Document, (B) in any way contesting or affecting any authority for the Authorizing Resolution or any Basic Document, (C) in any way contesting the creation, existence or powers of NVTC or the application of the proceeds of the 2022 Bonds, or (D) which, if adversely determined, could materially adversely affect NVTC's financial position or operating condition of NVTC or the transactions contemplated by the Official Statement or any Basic Document; and (iii) NVTC Information in the Official Statement is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(n) The Representative will have received a certificate, dated the Closing Date, signed by NVTC Director of Finance, in form and substance satisfactory to the Underwriters, to the effect that (i) the financial statements of VRE as of June 30, 2021 fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of VRE as of the dates and for the periods therein set forth and (ii) except as disclosed in the Official Statement, since June 30, 2021, no materially adverse change has occurred in the financial position or results of operations of VRE or the CROC Fund as it appears in VRE's financial
statements and VRE has not incurred since June 30, 2021, any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement;

(o) The Representative will have received confirmation of its long-term ratings from Moody's and Standard & Poor's indicating that the 2022 Bonds have been rated [___] and [____], respectively, which rating will be in effect on the Closing Date;

(p) The Representative will have received a second party opinion from Kestrel Verifiers certifying that the 2022 Bonds are designated as Green Bonds consistent with the International Capital Market Association's Green Bond Principles;

(q) The Representative will have received such additional legal opinions, certificates, reports and other evidence as the Underwriters reasonably may deem necessary.

If NVTC shall be unable to satisfy or cause to be satisfied any material (in the sole judgment of the Underwriters) condition to the obligations of the Underwriters contained in this Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate, and neither the Underwriters nor NVTC shall be under any further obligations or liabilities hereunder, except for the return or retention of the good faith deposit as provided in Section 1(c) hereof and the respective obligations of NVTC and the Underwriters for the payment of expenses as provided in Section 11 hereof, which obligations shall continue in full force and effect.

9. Closing. By [TIME] Richmond, Virginia time, on [June 28, 2022], or such other time or date as shall otherwise be mutually agreed upon by NVTC and the Representative (such date is herein sometimes called the "Closing Date"), NVTC will deliver or cause to be delivered to the Underwriters at the New York City office of The Depository Trust Company ("DTC"), the 2022 Bonds and, subject to the terms and conditions hereof, the Underwriters will accept such delivery and pay to NVTC the purchase price of the 2022 Bonds as set forth in Section 1 hereof, such purchase price to be payable by wire transfer of immediately available funds. Such delivery and such acceptance and payment are herein sometimes called the "Closing." Delivery of the other documents as aforesaid shall be made at the offices of Bond Counsel in Richmond, Virginia, or at such other location as shall have been mutually agreed upon by NVTC and the Representative. The 2022 Bonds shall be made available to the Underwriters, or delivered at their direction to such place and at such time as shall be mutually agreed upon, prior to the Closing. At the direction of the Underwriters, NVTC will deliver the 2022 Bonds in definitive form for registration through a book-entry only system of registration as described in the Official Statement, registered in the name of Cede & Co., as nominee for DTC. It is anticipated that the CUSIP identification numbers will be printed on the 2022 Bonds, but neither the failure to print such numbers nor any error with respect thereto shall constitute a cause for failure or refusal by the Underwriters to accept delivery of the 2022 Bonds and to pay the purchase price thereof in accordance with the terms of this Agreement.

10. Termination. The Underwriters may terminate their obligation to purchase the 2022 Bonds by providing notice to NVTC if, between the date hereof and the time of Closing, any of the following events shall occur (each a "Termination Event"): 

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(a) The market price or marketability of the 2022 Bonds, or the ability of the Underwriters to enforce contracts for the sale of the 2022 Bonds, shall be materially adversely affected by any of the following events:

(i) legislation shall be enacted by the Congress of the United States, or a decision shall have been rendered by or adopted by a court of the United States or the Tax Court of the United States, or an order, ruling or regulation shall have been issued by or on behalf of the Treasury Department of the United States or the Internal Revenue Service, with respect to federal income taxation of interest received on obligations of the general character of the 2022 Bonds; or

(ii) legislation shall have been enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling or regulation, by or on behalf of the Commission or any other agency of the federal government having jurisdiction of the subject matter shall be made, to the effect that the 2022 Bonds or the Indenture, as the case may be, are not exempt from the registration requirements of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended; or

(iii) legislation shall have been enacted by the Congress of the United States to become effective on or prior to the Closing, or a decision of a court of the United States shall be rendered, or a stop order, ruling or regulation by or on behalf of the Securities and Exchange Commission or other agency having jurisdiction over the subject matter shall be issued or made, to the effect that the issuance, sale and delivery of the 2022 Bonds, the Indenture or NVTC is in violation of the Securities Act of 1933, as amended, or with the purpose or effect of otherwise prohibiting the offering, issuance, sale or delivery of the 2022 Bonds as contemplated hereby or by the Official Statement or of obligations of the general character of the 2022 Bonds; or

(iv) there shall have occurred (whether or not foreseeable) any engagement in, or escalation of hostilities or other national or international calamity or crisis, or any material adverse change in the financial or economic conditions affecting the United States; or

(v) there shall be in force a general suspension of trading on any national securities exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any national securities exchange whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission, or any other governmental authority having jurisdiction; or

(vi) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or agency in the Commonwealth of Virginia, or a decision by any court of competent jurisdiction within the Commonwealth of Virginia shall be rendered which, in the Representative's reasonable judgment, would render interest received on obligations of the general character of the 2022 Bonds taxable for Commonwealth of Virginia income tax purposes.
(b) An event shall have occurred that makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Preliminary Official Statement or the Official Statement or which is not reflected in the Preliminary Official Statement or the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, NVTC refuses to permit the Preliminary Official Statement or the Official Statement to be supplemented to supply such statement or information, or the effect of the Preliminary Official Statement or the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the 2022 Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2022 Bonds; or

(c) A general banking moratorium shall have been declared by federal, Commonwealth of Virginia or the State of New York authorities; or

(d) Any litigation shall be instituted or be pending on the Closing Date to restrain or enjoin the issuance, sale or delivery of the 2022 Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Act, the Authorizing Resolution, the Basic Documents or the existence or powers of NVTC.

11. Expenses. (a) Except as set forth herein, the Underwriters shall not be under any obligation to pay, and NVTC agrees to pay, any expenses incident to the performance of NVTC's obligations hereunder, including but not limited to: (i) the cost of preparation of the Authorizing Resolution, the Basic Documents and this Agreement; (ii) the costs of the preparation and printing of the definitive 2022 Bonds; (iii) the fees and disbursements of Bond Counsel; (iv) the fees and disbursements of the advisors and consultants retained by NVTC; (v) the cost of publication of all notices of public hearings required for the 2022 Bonds; and (vi) the fees for ratings on the 2022 Bonds.

(b) The Underwriters shall pay their own expenses, including but not limited to: (i) the fees and disbursements of Underwriters' Counsel; (ii) the fees charged by provider(s) of services in connection with any internet road show for the public offering of the 2022 Bonds; (iii) all advertising expenses in connection with the public offering of the 2022 Bonds; (iv) the cost of the preparation and printing of a reasonable number of copies of the Official Statement and any amendments or supplements thereto and a reasonable number of copies required for distribution in connection with the public offering of the 2022 Bonds and (v) all other expenses incurred by it in connection with the public offering and distribution of the 2022 Bonds, including the cost of printing any preliminary and final blue sky memoranda, and all other underwriting documents.

12. Notices. Any notice or other communication to be given to NVTC under this Agreement must be given by delivering the same in writing to NVTC at NVTC's address set forth above, with a copy to Mark Schofield, Chief Financial Officer of VRE, or by email (including any PDF attachments thereto) to scottkalkwarf@novatransit.org with a copy to mschofield@vre.com or to such other mailing or email address as NVTC shall specify in writing; and any notice or other communication to be given to the Representative or to the Underwriter[s] under this Agreement must be given by delivering the same in writing to [___________], Attention: [___________], or by email (including any PDF attachments thereto) to [___________] or to such other mailing or email address as the Representative shall specify in writing.
13. **Parties in Interest and Survival of Representations and Warranties.** (a) This Agreement is made solely for the benefit of NVTC and the Underwriters (including the successors or assigns of the Underwriters), and no other person shall acquire or have any right hereunder or by virtue hereof.

(b) All of the representations, warranties and agreements of NVTC and the Underwriters contained in this Agreement shall remain operative and in full force and effect, and shall survive the delivery of and payment for the 2022 Bonds, regardless of any investigations made by or on behalf of NVTC or the Underwriters.

14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be regarded as an original and all of which will constitute one and the same document.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles.

16. **Effective Date.** This Agreement shall become effective upon the execution of the acceptance hereof by NVTC and shall be valid and enforceable as of the time of such acceptance and approval.

17. **Amendments.** This Agreement may not be changed orally, but only by an agreement in writing and signed by each party against whom enforcement of any waiver, change, modification or discharge is sought. NVTC may not assign its rights or obligations under this Agreement without the written consent of the Representative, which written consent shall not be unreasonably withheld.

18. **Severability.** If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or able to any extent whatever.

19. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings related to such subject matter, and it is agreed that there are no terms, understandings, representations or warranties, express or implied, other than those set forth herein.

[Signature Page Follows]
Very truly yours,

[UNDERWRITERS]

BY: BofA SECURITIES, INC.

By: ____________________________
Name: __________________________
Title: __________________________

By our acceptance of this Bond Purchase Agreement, given this ____ day of ________, 20__, at _____ __.m, we agree to be bound by the provisions of this Bond Purchase Agreement.

NORTHERN VIRGINIA
TRANSPORTATION COMMISSION

By: ____________________________
Name: [__________________________]
Title: [__________________________]
SCHEDULE A

$[PAR AMOUNT]
Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

Maturities, Amounts, Interest Rates, Yields and Prices

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$[__________]  [_____]% 2022 Term Bond due [__________], 20[__], Priced at [_____]% to Yield [_____]%

Schedule A-1
### OPTIONAL REDEMPTION

[The 2022 Bonds maturing on or before [__________], 20[ ], are not subject to optional redemption prior to maturity. The 2022 Bonds maturing on or after [__________], 20[ ], are subject to redemption prior to their respective maturities on or after [__________], 20[ ], at the option of NVTC, in whole or in part (in increments of $[5,000]) at any time, at a redemption price equal to [___]% of the principal amount of such 2022 Bonds to be redeemed, plus the unpaid interest accrued thereon to the date fixed for redemption.]

### MANDATORY REDEMPTION

The 2022 Bonds maturing on [__________], 20[ ], are subject to mandatory redemption in part, on [__________] in the years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount of such 2022 Bonds to be redeemed, plus the unpaid interest accrued thereon to the date fixed for redemption:

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<tr>
<th>Year</th>
<th>Amount</th>
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The 2022 Bonds maturing on [__________], 20[ ], are subject to mandatory redemption in part, on [__________] in the years and in the amounts set forth below, at a redemption price equal to 100% of the principal amount of such 2022 Bonds to be redeemed, plus the unpaid interest accrued thereon to the date fixed for redemption:

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<tr>
<th>Year</th>
<th>Amount</th>
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Schedule A-2
Northern Virginia Transportation Commission
$[______]
Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

Ladies and Gentlemen:

We have delivered to you copies of our approving opinion as Bond Counsel, dated this date, rendered in connection with the issuance by the Northern Virginia Transportation Commission ("NVTC"), of its $[______] $[______] Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"). The 2022 Bonds are issued pursuant to the provisions of the Transportation District Act of 1964, Chapter 19, Title 33.2, of the Code of Virginia of 1950, as amended (the "Act"), Section 33.2-3502 of the Code of Virginia of 1950, as amended, and resolutions adopted by NVTC on June 2, 2022 (the "NVTC Resolution"), and the Potomac and Rappahannock Transportation Commission on June 2, 2022 (the "PRTC Resolution" and, together with the NVTC Resolution, the "Authorizing Resolution"). The terms of and the security for the 2022 Bonds are set forth in a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, Richmond, Virginia (the "Trustee"), and as further supplemented by a First Series Supplemental Indenture of Trust dated as of June 1, 2022 (the "First Series Supplemental Indenture"), between NVTC and the Trustee. The Master Indenture and the First Series Supplemental Indenture are referred to collectively herein as the "Indenture."

You may rely upon our approving opinions as if each was addressed to you.

At your request, we have reviewed, in addition to the proceedings and other papers described in our approving opinions, the following:

(a) The Bond Purchase Agreement dated June [___], 2022 between you and NVTC (the "Purchase Agreement");

(b) The Preliminary Official Statement of NVTC, dated June [___], 2022, with respect to the 2022 Bonds, together with the final version of the Official Statement dated June [___], 2022, with respect to the 2022 Bonds (the "Official Statement");

(c) The Indenture; and
(d) The Continuing Disclosure Agreement dated the date of its execution and delivery, for your benefit and the benefit of the holders of the 2022 Bonds (the "Continuing Disclosure Agreement").

Based on the foregoing and upon such other information and papers as we consider necessary for the purposes of rendering this opinion, we are of the opinion that:

1. The Purchase Agreement, the Indenture and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by NVTC and, assuming their due authorization, execution and delivery by the other parties thereto, constitute valid and legally binding agreements of NVTC, enforceable against NVTC in accordance with their terms. The enforceability of the Purchase Agreement, the Indenture and the Continuing Disclosure Agreement may be limited by the provisions of bankruptcy, insolvency, reorganization, moratorium, or similar laws, now or hereafter in effect, and by equitable principles which may limit the specific enforcement of certain remedies.

2. The offering, sale and delivery of the 2022 Bonds do not require their registration under the Securities Act of 1933, as amended. No opinion is expressed with respect to the necessity of the registration of the 2022 Bonds under the "Blue Sky" or securities laws of any state, federal district, territory or possession of the United States.

In our capacity as Bond Counsel, we have participated in the preparation and have reviewed those portions of the Official Statement contained under the captions "INTRODUCTION," "THE 2022 BONDS," "SOURCES OF PAYMENT AND SECURITY FOR THE 2022 BONDS," "TAX MATTERS," and "CONTINUING DISCLOSURE" and in Appendix D. In our opinion, the statements relating to the 2022 Bonds and the summaries of documents, statutes and opinions contained in the sections of the Official Statement referred to above fairly summarize the material provisions of the 2022 Bonds and the documents, statutes and opinions referred to therein. We offer no other opinion or view as to the information contained in the Official Statement.

Very truly yours,
June [___], 2022

Ladies and Gentlemen:

I am General Counsel of Virginia Railway Express, and have served in such capacity in connection with the issuance and sale by Northern Virginia Transportation Commission ("NVTC") of its $[_________] Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"). The 2022 Bonds are issued pursuant to the provisions of the Transportation District Act of 1964, Chapter 19, Title 33.2, of the Code of Virginia of 1950, as amended (the "Act"), Section 33.2-3502 of the Code of Virginia of 1950, as amended, and resolutions adopted by NVTC on June 2, 2022 (the "NVTC Resolution"), and the Potomac and Rappahannock Transportation Commission on June 2, 2022 (the "PRTC Resolution" and, together with the NVTC Resolution, the "Authorizing Resolution"). The terms of and the security for the 2022 Bonds are set forth in a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, Richmond, Virginia (the "Trustee"), and as further supplemented by a First Series Supplemental Indenture of Trust dated as of June 1, 2022 (the "First Series Supplemental Indenture"), between NVTC and the Trustee. The Master Indenture and the First Series Supplemental Indenture are referred to collectively herein as the "Indenture."

In connection with this opinion, I have examined the Act, the Authorizing Resolution, the Indenture and copies of proceedings and other papers relating to the issuance and sale of the 2022 Bonds by NVTC.

Based on the foregoing, in my opinion, under current law:

1. NVTC has duly authorized, executed and delivered the following documents (the "Basic Documents"):

   (a) The Bond Purchase Agreement dated June [___], 2022, between you and NVTC (the "Purchase Agreement");

   (b) The Indenture;
(c) Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"), between NVTC and PRTC, and

(c) The Continuing Disclosure Agreement dated the date of its execution and delivery, for your benefit and the benefit of the holders of the 2022 Bonds (the "Continuing Disclosure Agreement").

2. The enactment of the Authorizing Resolution by NVTC, the execution and delivery of the Basic Documents and the 2022 Bonds, and compliance with the provisions of each of them, do not and will not conflict with or constitute on the part of NVTC a breach or default under any existing law, regulation, court order or consent decree to which NVTC is subject or by which it is bound or any agreement or instrument to which NVTC is a party or by which NVTC is bound.

3. No consent, authorization or approval of, or filing or registration with, any governmental or regulatory officer or body not already obtained is required to be obtained by NVTC to enter into the Basic Documents or the actions on the part of NVTC contemplated by them.

Based on my familiarity with the affairs of NVTC, but without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement of NVTC dated June [__], 2022, with respect to the 2022 Bonds (the "Official Statement"), nothing has come to my attention that would lead me to believe that the information in the Official Statement under the caption "LITIGATION" contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Very truly yours,

General Counsel
EXHIBIT 3

June [__], 2022

BofA Securities, Inc.
Charlotte, North Carolina

Northern Virginia Transportation Commission

$[_________]
Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

Ladies and Gentlemen:

We have acted as your counsel in connection with your purchase of the Northern Virginia Transportation Commission's ("NVTC") $[_________] Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"), pursuant to a Bond Purchase Agreement, dated June [__], 2022 (the "Bond Purchase Agreement"), between NVTC and you. Capitalized terms used and not defined herein shall have the meanings given such terms in the Bond Purchase Agreement.

We have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents:

(a) The Bond Purchase Agreement;

(b) The Preliminary Official Statement of NVTC, dated June [__], 2022, with respect to the 2022 Bonds, together with the final version of the Official Statement dated June [__], 2022 with respect to the 2022 Bonds (the "Official Statement"); and

(c) The Continuing Disclosure Agreement dated the date of its execution and delivery, for your benefit and the benefit of the holders of the 2022 Bonds (the "Continuing Disclosure Agreement").

Based on the foregoing and upon such other information and papers as we consider necessary for the purposes of rendering this opinion, we are of the opinion that:

1. It is not necessary in connection with the public offering and sale of the 2022 Bonds to register any security under the Securities Act of 1933, as amended.

2. Based upon our participation in the preparation of the Preliminary Official Statement and the Official Statement as your counsel and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, we have no reason to believe (a) that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date (except for the financial and statistical data included therein, the opinions expressed therein by Bond Counsel and the
information contained in the Appendices thereto, as to all of which no view is expressed), contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (b) that the Official Statement (except for the financial and statistical data included therein, the opinions expressed therein by Bond Counsel and the information contained in the Appendices thereto, as to all of which no view is expressed) as of the date of this opinion contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Based upon our review of the Continuing Disclosure Agreement, the undertakings made by NVTC in the Continuing Disclosure Agreement provide a suitable basis for you reasonably to determine that NVTC has undertaken to provide, directly or indirectly through a designated agent, the information required to be provided in connection with the 2022 Bonds pursuant to paragraph (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission, as amended.

We express no view as to compliance by you or NVTC with any Federal or state statute, ruling or regulation applicable to the initial issuance or any subsequent sale of the 2022 Bonds except as expressly set forth herein. We express no opinion as to the treatment of interest on the 2022 Bonds for Federal income tax purposes or for purposes of income taxation by any state, or as to the consequences of the receipt of interest on, or the ownership of, the 2022 Bonds.

This opinion may not be relied upon by or furnished to any other person, firm or corporation without our prior written consent. This opinion letter speaks as of its date, and we do not undertake to advise you of any changes in the opinions expressed herein from matters that might hereafter arise or be brought to our attention.

Very truly yours,
Northern Virginia Transportation Commission
$[________] Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of BofA Securities, Inc. (the "Representative"), on behalf of itself, [UNDERWRITER] and [UNDERWRITER] (together, the "Underwriting Group") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "2022 Bonds").

1. **Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the 2022 Bonds was sold to the Public is the respective price listed in Schedule A.

2. **Initial Offering Price of the Hold-the-Offering-Price Maturities.**
   a) The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the 2022 Bonds is attached to this certificate as Schedule B.

   b) As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) unsold 2022 Bonds of the Hold-the-Offering-Price Maturities shall be retained by the Representative and not allocated to any of the other Underwriters, (ii) for each Maturity of the Hold-the-Offering-Price Maturities, the Representative will neither offer nor sell any of the unsold 2022 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (iii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. The Representative has not offered or sold any unsold 2022 Bonds of any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the 2022 Bonds during the Holding Period.

3. **Defined Terms.**
   a) **General Rule Maturities** means those Maturities of the 2022 Bonds listed in Schedule A hereto as the "General Rule Maturities."
   b) **Hold-the-Offering-Price Maturities** means those Maturities of the 2022 Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."
(c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]) or (ii) the date on which the Underwriters have sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **Issuer** means NVTC of Norfolk, Virginia.

(e) **Maturity** means 2022 Bonds with the same credit and payment terms. 2022 Bonds with different maturity dates, or 2022 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party to an Underwriter.

(g) **Related Party** means an entity that shares with another entity (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(h) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the 2022 Bonds. The Sale Date of the 2022 Bonds is [DATE].

(i) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2022 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this subsection to participate in the initial sale of the 2022 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the 2022 Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Representative's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by NVTC with respect to certain of the representations set forth in the [Tax Certificate] and with respect to compliance with the federal income tax rules affecting the 2022 Bonds, and by [BOND COUNSEL] in connection with rendering its opinion that the interest on the 2022 Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other federal income tax advice it may give to NVTC from time to time relating to the 2022 Bonds. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by the other members of the Underwriting Group.
[REPRESENTATIVE], as Representative

By: ______________________________________
Name: ____________________________________

Dated: [DATE]
SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

**General Rule Maturities:**

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* Priced to the first optional redemption date of [___________], 20[___] at par.

**Hold-The-Price Maturities:**

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* Priced to the first optional redemption date of [___________], 20[___] at par.
SCHEDULE B
PRICING WIRE OR EQUIVALENT COMMUNICATION
(Attached)
In the opinion of Bond Counsel, under current law and assuming the compliance with certain covenants and the accuracy of certain representations and certifications made by NVTC and other persons described herein, interest on the 2022 Bonds (i) is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Tax Code"), (ii) is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed under the Tax Code, and (iii) is exempt from income taxation by the Commonwealth of Virginia. See the section "Tax Matters" regarding certain other tax considerations.

Northern Virginia Transportation Commission

$__________ *

Transportation District Special Obligation Revenue Bonds
( Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

Dated: Date of Delivery Due: June 1 (as shown on the inside front cover)

This Official Statement has been prepared by the Northern Virginia Transportation Commission ("NVTC") to provide information on the above-referenced bonds (the "2022 Bonds"). Selected information is presented on this cover page for the convenience of the reader. To make an informed decision regarding the 2022 Bonds, a prospective investor should read this Official Statement in its entirety.

Security/Payment

The 2022 Bonds are limited obligations of NVTC and payable solely from certain revenues and other property pledged by NVTC for such purpose. The pledged revenues are derived from amounts credited by the Commonwealth of Virginia (the "Commonwealth") to the Commuter Rail Operating and Capital Fund (the "CROC Fund"). The CROC Fund is a special non-reverting fund in the state treasury of the Commonwealth. The CROC Fund consists of (i) "Regional Fuels Tax Revenues" (as defined below) deposited into the CROC Fund pursuant to Section 58.1-2299.20 of the Code of Virginia (the "Virginia Code") up to the statutorily prescribed limit of $15 million, and (ii) other funds as may be set forth in a general appropriation act or allocated by the Commonwealth Transportation Board (the "Transportation Board"). The Regional Fuels Tax Revenues are derived from taxes, including interest and civil penalties, levied by the General Assembly of Virginia (the "General Assembly") for the sales of fuels at wholesale to retail dealers for retail sale in the Member Localities (as defined herein) (the "Regional Fuels Tax"), all of which are located in Northern Virginia. The revenues generated by the Regional Fuels Tax are referred to herein as the "Regional Fuels Tax Revenues." The Regional Fuels Tax is adjusted annually in accordance with the consumer price index, and it is currently 7.7 cents per gallon on gasoline and gasohol and 7.8 cents per gallon on diesel. Deposits of Regional Fuels Tax Revenues into the CROC Fund are subject to appropriation by the General Assembly, and the General Assembly may eliminate or change the Regional Fuels Tax at any time. NVTC has no taxing powers. The 2022 Bonds are not a debt of the Commonwealth of Virginia or any political subdivision thereof (including any Member Locality and PRTC (as defined herein)) other than NVTC. Neither the faith and credit nor the taxing power of the Commonwealth or any of its political subdivisions (including any Member Locality and, as it relates to the pledge of faith and credit, PRTC) is pledged to the payment of the 2022 Bonds. See the sections "Sources of Payment and Security for the 2022 Bonds" and "Commuter Rail Operating and Capital Fund."

Issued Pursuant to

The 2022 Bonds will be issued pursuant to a Master Indenture of Trust dated as of June 1, 2022, and a First Supplemental Indenture of Trust dated as of June 1, 2022.

Purpose

The Bond proceeds will be used (i) to fund a debt service reserve fund for the 2022 Bonds, (ii) to finance contributions to the Virginia Passenger Rail Authority (“VPRA”) to assist with the cost of VPRA’s purchase of rail right-of-way from CSX Transportation and (iii) to pay the issuance and financing costs of the 2022 Bonds. See the sections "Introduction," "Estimated Sources and Uses of Funds," and "Virginia Passenger Rail Authority and TRV Program."

Interest Rates/Yields

See inside front cover.

Interest Payment Dates

June 1 and December 1, beginning December 1, 2022.

Record Dates

Each May 15 and November 15.

Denomination

$5,000 or multiples thereof.

Redemption

See inside front cover and the section "The 2022 Bonds."

Closing/Delivery Date

On or about June __, 2022.

Registration

Book-entry only. See the section "The 2022 Bonds."

Trustee/Paying Agent

U.S. Bank Trust Company, National Association, Richmond, Virginia.

Financial Advisor


Underwriters Counsel

Kaufman & Canoles, a Professional Corporation, Richmond, Virginia.

Bond Counsel

McGuireWoods LLP, Richmond, Virginia.

BoA Securities

American Veterans Group, PBC
Siebert Williams Shank & Co., LLC

Loop Capital Markets
Wells Fargo Securities

Dated: June __, 2022
NORTHERN VIRGINIA TRANSPORTATION COMMISSION

Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)
(Base CUSIP Number _______)†

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$_________ * _____% Term Bond Due June 1, 20__,* Price/Yield _____ %, CUSIP Suffix† __.

Optional Redemption

The 2022 Bonds maturing on or before June 1, [2032],* will not be subject to optional redemption. The 2022 Bonds maturing on and after June 1, [2033],* will be subject to optional redemption, at the sole discretion of NVTC, on and after June 1, [2032],* in whole or in part at any time, at par plus interest accrued thereon to the date fixed for redemption.

Mandatory Redemption

The 2022 Bonds maturing on [June] 1, 20__,* are subject to mandatory sinking fund redemption on [June] 1 in the years and in the amounts set forth below, at par plus accrued and unpaid interest to the date fixed for redemption.

<table>
<thead>
<tr>
<th>Redemption Date (L___ 1)</th>
<th>Principal Amount</th>
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<td>20__</td>
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^ Final Maturity.

* Preliminary, subject to change.
† CUSIP® is a registered trademark of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only, and neither NVTC or the Underwriters make any representation with respect to such numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Bonds.
The 2022 Bonds are being issued under exemptions from any registration requirements under the Securities Act of 1933, as amended, and any registration requirements under the securities laws of the Commonwealth.

No dealer, broker, salesman or other person has been authorized by NVTC to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by NVTC. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2022 Bonds by any person in any jurisdiction in which it is unlawful for such person to make an offer, solicitation or sale. This Official Statement is not to be construed as a contract or agreement between NVTC and the purchasers or owners of any of the 2022 Bonds. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of NVTC or in any other matters described herein since the date hereof or, as in the case of certain information incorporated herein by reference to certain publicly available documents, since the date of such documents.

The information set forth herein has been obtained from NVTC and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by any of such sources as to information provided by any other source. All quotations from, and summaries and explanations of, provisions of law and documents herein do not purport to be complete and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinions and not as representations of fact.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute "forward-looking statements." In this respect, the words, "estimate," "project," "anticipate," "expect," "intend," "believe," and similar expressions identify forward-looking statements. A number of factors affecting NVTC and its financial results could cause actual results to differ materially from those stated in the forward-looking statements. See the section "Investment Considerations." References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

All CUSIP (Committee on Uniform Securities Identification Procedures) numbers shown in this Official Statement have been assigned by an organization not affiliated with NVTC or the Underwriters, and NVTC and the Underwriters are not responsible for the selection or use of the CUSIP numbers. The CUSIP numbers are included solely for the convenience of bondholders and no representation is made as to the correctness of such CUSIP numbers. CUSIP numbers assigned to securities may be changed during the term of such securities based on a number of factors including, but not limited to, the refunding or defeasance of such securities or the use of secondary market financial products. NVTC has not agreed to, and there is no duty or obligation to, update this Official Statement to reflect any change or correction in the CUSIP numbers set forth above. CUSIP is a registered trademark of the American Banker's Association, used by Standard & Poor's in its operation of the CUSIP Service Bureau on their behalf.
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(ii)
OFFICIAL STATEMENT

Northern Virginia Transportation Commission

Transportation District Special Obligation Revenue Bonds
(Transforming Rail in Virginia Program)
Series 2022 (Green Bonds)

INTRODUCTION

This Official Statement has been prepared by the Northern Virginia Transportation Commission ("NVTC") to provide information with respect to the offering of $__________ aggregate principal amount of NVTC's Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"). This Official Statement has been authorized and approved by NVTC for use in connection with the sale of the 2022 Bonds. The issuance of the 2022 Bonds is authorized by the provisions of the Transportation District Act of 1964, Chapter 32, Title 15.1, of the Code of Virginia of 1950, as amended (the "Act"), Section 33.2-2502 of the Code of Virginia (the "Virginia Code"), and resolutions adopted by the governing body of NVTC on June 2, 2022 (the "NVTC Resolution") and the governing body of the Potomac and Rappahannock Transportation District Commission ("PRTC" and together with NVTC, the "Commissions") on June 9, 2022 (the "PRTC Resolution").

This Introduction contains certain information for summary purposes only. Investors must read the entire Official Statement, including the appendices, to obtain information essential to the making of an informed investment decision.

Northern Virginia Transportation Commission

The Northern Virginia Transportation District was created by the 1964 Acts of Assembly of the Commonwealth of Virginia (the "Commonwealth"); Chapter 630 ("Chapter 630") (Chapter 630 and the Act, collectively, the "Authorizing Legislation"), for the purpose of taking advantage of the powers and purposes of transportation districts under the Act. The Northern Virginia Transportation District is a transportation district comprising the Cities of Alexandria, Fairfax and Falls Church and the Counties of Arlington, Fairfax and Loudoun (collectively, the "NVTC Member Localities"), and has all of the powers granted transportation districts in the Act. The Act was adopted for the purpose of developing transportation systems necessary to the orderly growth and development of urban areas of the Commonwealth, for the safety, comfort and convenience of its citizens and for the economical utilization of public funds. The Northern Virginia Transportation District has no taxing power. NVTC is the governing body of the Northern Virginia Transportation District and was created pursuant to the Authorizing Legislation to manage and control the functions, affairs and property of the Northern Virginia Transportation District. The duties and powers of the NVTC are set forth in the Act.

NVTC's mission is to serve the public by providing a forum for elected officials, focusing primarily on public transit; develop strategies; identify funding sources; advocate for additional funding; prioritize funding allocations; oversee transit systems such as the Virginia Railway Express ("VRE") and the Washington Metropolitan Area Transit Authority ("WMATA"); and pursue new transit programs and innovations. NVTC works to improve mobility, safety, and transit customer service; reduce traffic congestion; protect the environment; and stimulate the regional economy; all by increasing the use of transit and ridesharing.

Relationship of the Commissions, VRE and the Commuter Rail Operating and Capital Fund

PRTC is the governing body of the Potomac and Rappahannock Transportation District, which is comprised of the Cities of Manassas, Manassas Park, and Fredericksburg, and the Counties of Prince William, Spotsylvania and Stafford (the "PRTC Member Localities" and together with the NVTC Member Localities, the "Member Localities"). The duties and powers of the PRTC are set forth in the Act. See the sections "Northern Virginia Transportation Commission," "Potomac and Rappahannock Transportation Commission," and "Virginia Railway Express." Pursuant to the Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express dated as of October 3, 1989 (as amended from time to time, the

* Preliminary, subject to change.
"Master Agreement"), as amended, among the Commissions, the Counties of Fairfax, Prince William, Spotsylvania, and Stafford and the Cities of Fredericksburg, Manassas, and Manassas Park, as Participating Jurisdictions (collectively, the "Participating Jurisdictions") and the County of Arlington and the City of Alexandria, as Contributing Jurisdictions (collectively, the "Contributing Jurisdictions"), NVTC and PRTC jointly own and operate the VRE. VRE is a joint project undertaken by NVTC and PRTC and primarily consists of trains providing commuter rail service on two railroad lines, such service originating from the areas of Fredericksburg and Manassas, Virginia, to Union Station in Washington, D.C. See the section "Virginia Railway Express."

Population in the Commonwealth is expected to grow from 8.5 million to 10 million over the next 25 years, with approximately 20 percent of such growth expected in Northern Virginia. In December 2019, the Commonwealth announced the $3.7 billion Transforming Rail in Virginia Program ("TRV Program"), an initiative aimed to alleviate growing traffic congestion. In 2021, the Commonwealth finalized agreements with Amtrak, CSX Transportation ("CSXT") and VRE to expand and improve passenger, commuter, and freight rail in Virginia and to create a vital connection in America's national rail network between the Northeast and Southeast corridors. TRV is an extensive program of capital improvements, which includes the construction of a new passenger-dedicated two-track Long Bridge across the Potomac River. The projects included in the TRV Program will occur in phases over the next decade and beyond. Generally, the TRV Program is intended to improve the capacity and reliability of both commuter and intercity passenger (Amtrak) rail services while maintaining freight interoperability in the corridor.

In 2018, the Virginia legislature created the Commuter Rail Operating and Capital Fund (the "CROC Fund"). The CROC Fund is dedicated to retaining, maintaining, improving, and developing commuter rail-related infrastructure improvements and operations that are "essential to the Commonwealth's continued economic growth, vitality, and competitiveness. VRE is the only commuter railroad currently operating in Virginia and the only eligible recipient of funding from the CROC Fund. Subject to the provisions in the Master Indenture, monies deposited into the CROC Fund may be used to support the cost of commuter rail operations as well as to make necessary capital investments and improvements included in the TRV Program, either on a pay-as-you-go ("Pay-Go") basis or through the issuance of debt. Additionally, the CROC Fund may be used as matching funds for state and federal grants.

The Virginia Code currently provides that up to $15 million annually is dedicated to the CROC Fund from fuel tax revenues generated in the NVTC and PRTC regions. This funding is then disbursed from the CROC Fund to the Commissions to be applied to VRE's use on commuter rail operating and capital projects. Funding in the amount of $1.25 million per month began flowing into the CROC Fund during fiscal year 2019, which began on July 1, 2018. To date, VRE has programmed $45 million of CROC funds (covering fiscal years 2019, 2020, and 2021) towards its L'Enfant and Crystal City station improvement projects.

In March 2021, VRE entered into a Funding Agreement with the Virginia Department of Rail and Public Transportation ("DRPT"), which was subsequently assigned to the new Virginia Passenger Rail Authority ("VPRA"). See the subsection "Funding Agreement" in the section "Assignment and Payment Agreement and Funding Agreement" and the section "Virginia Passenger Rail Authority and the TRV Program." In accordance with this agreement, VRE will contribute $15 million of annual CROC funding for a ten-year period (commencing on July 1, 2021) as either debt service on the 2022 Bonds or pay-as-you-go capital to support certain projects in the TRV Program.

The Commissions entered into an Agreement for the Assignment, Payment and Allocation of Disbursement From the Commuter Rail Operating and Capital Fund dated as of June 1, 2022 (the "Assignment and Payment Agreement"). Under the terms of the Assignment and Payment Agreement, the Commissions agreed that (i) NVTC would serve as the recipient of all funds disbursed to both NVTC and PRTC from the CROC Fund and (ii) commencing on the issue date of the 2022 Bonds and for so long as the Master Indenture remains in effect, NVTC would immediately transfer all such funds to the Trustee for deposit in the Revenue Fund established under the Master Indenture. See subsection "Assignment and Payment Agreement" in the section "Assignment and Payment Agreement and Funding Agreement."
The 2022 Bonds

The issuance of the 2022 Bonds is authorized by the provisions of (i) the Act and Section 33.2-3502 of the Virginia Code, (ii) the NVTC Resolution, and (iii) the PRTC Resolution. As required under the Master Agreement, the issuance of the 2022 Bonds has been further approved by the Operations Board of VRE and the governing bodies of each of the Participating Jurisdictions and Contributing Jurisdictions. The 2022 Bonds are being issued as senior lien debt pursuant to a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), as supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2022 (the "First Supplemental Indenture" and collectively, with the Master Indenture, the "Indenture"), each between NVTC and U.S. Bank Trust Company, National Association, as trustee for the 2022 Bonds (the "Trustee").

The 2022 Bonds are the first series of bonds issued by NVTC under the Indenture. The 2022 Bonds and any additional bonds issued in the future under the Indenture are referred to collectively as the "Bonds." The 2022 Bonds are limited obligations of NVTC and payable solely from the revenues and other property pledged by NVTC for such purpose. The pledged revenues consist of (i) all revenues paid or payable to the Commissions or the Trustee from the CROC Fund in accordance with Section 33.2-3500 of the Virginia Code and the Assignment and Payment Agreement, (ii) any other revenues as may be set forth in a general appropriation act or allocated by the Commonwealth Transportation Board (the "Transportation Board") in substitution for or in addition to the revenues described in (i), and (iii) any and all other revenues that may be identified as revenues under a supplemental indenture. The pledged revenues are derived from (i) Regional Fuels Tax Revenues deposited into the CROC Fund pursuant to Section 58.1-2299.20 of the Virginia Code of Virginia (the "Code") up to the statutorily prescribed limit of $15 million and (ii) other funds as may be set forth in a general appropriation act or allocated by the Transportation Board (collectively, the "Revenues"). The Regional Fuels Tax Revenues consist of taxes, including interest and civil penalties, levied by the General Assembly of Virginia (the "General Assembly") for the sales of fuels at wholesale to retail dealers for retail sale in the Member Localities (the "Regional Fuels Tax"), all of which are located in Northern Virginia. See the subsection "Sources of the Revenues" in the section "Commuter Rail Operating and Capital Fund."

Purpose of the 2022 Bonds

NVTC will use the proceeds of the 2022 Bonds (i) to fund a debt service reserve fund for the 2022 Bonds, (ii) to finance contributions to VPRA to assist with the cost of VPRA's purchase of rail right-of-way from CSXT and (iii) to pay the issuance and financing costs of the 2022 Bonds. Such right of way acquisition is a key component of the TRV Program and instrumental for the future expansion of passenger rail service in Virginia, including future VRE service. See the subsection "Funding Agreement" in the section "Assignment and Payment Agreement and Funding Agreement" and the section "Virginia Passenger Rail Authority and TRV Program."

Green Bond Designation of the 2022 Bonds

NVTC has designated the 2022 Bonds are "Green Bonds" based upon the reduction of expected regional automobile vehicles miles traveled, congestion, and, as a result, carbon emissions in VRE's service area.

In accordance with the International Capital Markets Association ("IMCA"), Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance, in part or in full, new and/or existing eligible Green Projects and which are aligned with the four core components of the Green Bond Principles ("GBP"). The four core components are: 1. Use of Proceeds; 2. Process for Project Evaluation and Selection; 3. Management of Proceeds; and 4. Reporting.

VRE established a Green Bond Framework (the "Framework"), which provides how the proceeds of the 2022 Bonds will be used in a manner consistent with its environmental priorities and the GBP. The Framework specifically provides that the right of way acquisition further described in the subsection "Purpose of the Bonds" is an integral component of the TRV Program and essential to the future expansion of passenger rail service in the Commonwealth. The additional commuter and intercity passenger services envisioned in the TRV Program will divert millions of automobiles and truck trips from the Commonwealth's roadways to rail each year. This shift will significantly reduce the Commonwealth's leading source of climate pollution. Moreover, the additional passengers carried by rail transit will reduce regional automobile vehicles miles traveled and congestion while reducing pollution such as carbon emissions in the VRE service area.
Kestrel Verifiers has determined that the 2022 Bonds are in conformance with the four core components of the ICMA Green Bond Principles, as described in Kestrel Verifiers' "Second Party Opinion", which is attached hereto as Appendix G.

Independent Second Party Opinion on Green Bonds Designation and Disclaimer

For over 20 years, Kestrel Verifiers has been consulting in sustainable finance. Kestrel Verifiers, a division of Kestrel 360, Inc. is an Approved Verifier accredited by the Climate Bonds Initiative (CBI) and an Observer for the ICMA Green Bond Principles and Social Bond Principles. Kestrel Verifiers reviews transactions in all asset classes worldwide for alignment with ICMA Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines and the Climate Bonds Initiative Standards and criteria.

The Second Party Opinion issued by Kestrel Verifiers does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the 2022 Bonds. Designations by Kestrel Verifiers are not a recommendation to any person to purchase, hold, or sell the 2022 Bonds and such labeling does not address the market price or suitability of the 2022 Bonds for a particular investor and does not and is not in any way intended to address the likelihood of timely payment of interest or principal when due.

In issuing the Second Party Opinion, Kestrel Verifiers has assumed and relied upon the accuracy and completeness of the information made publicly available by the NVTC or that was otherwise made available to Kestrel Verifiers.

THE 2022 BONDS

Description of the 2022 Bonds

The 2022 Bonds will be issued as fully registered Bonds in book-entry form. The 2022 Bonds will be dated their date of delivery, will be issued in denominations of $5,000 or integral multiples of $5,000, and will bear interest from the dated date thereof, payable semiannually on each June 1 and December 1, beginning December 1, 2022, at the rates and will mature on the dates and in the amounts set forth on the inside front cover of this Official Statement. Interest on the 2022 Bonds will be computed on the basis of a year of 360 days and twelve 30-day months. Interest will be payable to the registered owners of the 2022 Bonds at their addresses as they appear on the fifteenth day of the month preceding the interest payment date on the registration books kept by the Trustee. Principal of, premium, if any, and interest on the 2022 Bonds will be paid by the Trustee to The Depository Trust Company ("DTC") for distribution as described in the subsection "Book-Entry Only System" below and in Appendix F.

One fully registered Bond for each maturity, in the applicable aggregate principal amount of such maturity, will be registered in the name of Cede & Co. and deposited with DTC, in accordance with the Indenture. So long as the 2022 Bonds are required to be registered in the name of Cede & Co., as nominee for DTC, or a successor securities depository or a nominee therefor, transfers of ownership interests in the 2022 Bonds will be settled through the book-entry only system of DTC or such successor securities depository, if any. For a description of DTC and its book-entry only system, see the subsection "Book-Entry Only System" below and Appendix F.

Optional Redemption

The 2022 Bonds maturing on or before June 1, 20[32],* will not be subject to optional redemption. The 2022 Bonds maturing on and after June 1, 20[33],* will be subject to optional redemption prior to their respective maturities on and after June 1, 20[32],* at the sole option of NVTC, in whole or in part (in increments of $5,000), at any time, at par plus interest accrued on the principal amount to be redeemed to the date fixed for redemption.

* Preliminary, subject to change.
Mandatory Sinking Fund Redemption

The 2022 Bonds maturing on June 1, 20[ ], are subject to mandatory sinking fund redemption on June 1 in the years and in the amounts set forth below, at par plus accrued and unpaid interest to the date fixed for redemption.

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<tr>
<th>Redemption Date (June 1)</th>
<th>Principal Amount</th>
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<tbody>
<tr>
<td></td>
<td>Final Maturity.</td>
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</table>

Selection of Bonds for Redemption

If less than all of the 2022 Bonds are called for optional redemption, the maturities of the 2022 Bonds to be redeemed will be called in such order as NVTC may determine. If less than all of the 2022 Bonds of any maturity are called for optional or mandatory redemption, the 2022 Bonds to be redeemed will be selected by DTC, as hereafter defined, or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, will be selected by the Trustee by lot in such manner as the Trustee in its discretion may determine. In either event, each portion of $5,000 principal amount shall be counted as one Bond for such purpose.

Notice of Redemption

Notice of redemption will be given by the Trustee by registered or certified mail not less than 30 nor more than 60 days before the redemption date to DTC, or, if DTC is no longer serving as securities depository for the 2022 Bonds, to the substitute securities depository, or if none, to the registered owners of the 2022 Bonds to be redeemed at their addresses shown on the registration books maintained by the Trustee. Such notice of redemption also will be given to certain securities depositories and certain national information services which disseminate such redemption notices. Such notice may state that the redemption of the 2022 Bonds to be redeemed is conditioned upon the occurrence of certain future events, including, without limitation, the deposit of moneys, in an amount sufficient to effect the redemption, with the Trustee on or before the date fixed for redemption. All Bonds called for redemption will cease to bear interest on the specified redemption date, provided funds sufficient for the redemption of such Bonds in accordance with the Master Indenture are on deposit with the Trustee. If such moneys are not available on the redemption date, such Bonds or portions thereof will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption. On presentation and surrender of the 2022 Bonds called for redemption at the place or places of payment, such Bonds will be paid and redeemed provided sufficient funds are on deposit with the Trustee. During the period that DTC or its nominee is the registered owner of the 2022 Bonds, the Trustee will not be responsible for mailing notices of redemption to the actual beneficial owners of the 2022 Bonds (the "Beneficial Owners").

Book-Entry Only System

Appendix F contains a description of DTC’s procedures and recordkeeping with respect to beneficial ownership interests in the 2022 Bonds, payments of principal and interest on the 2022 Bonds to DTC, its nominee, Direct Participants, Indirect Participants or Beneficial Owners (each as defined in Appendix F), confirmation and transfer to beneficial ownership interests in the 2022 Bonds and other bond-related transactions by and between DTC, Direct Participants, Indirect Participants and Beneficial Owners. Such description is based solely on information furnished by DTC and neither NVTC nor the Underwriters make any representations about such information.  So long as DTC or its nominee, Cede & Co., is the registered owner of the 2022 Bonds, any such notices of redemption will be mailed solely to DTC and distribution of such notices to Direct Participants and Indirect Participants will be the sole responsibility of DTC, and distribution of such notices to Beneficial Owners will be the sole responsibility of the Direct Participants and Indirect Participants.
SOURCES OF PAYMENT AND SECURITY FOR THE 2022 BONDS

Limited Obligations

The 2022 Bonds are limited obligations of NVTC and payable solely from certain revenues and other property pledged by NVTC for such purpose. The pledged revenues are derived from amounts credited by the Commonwealth to the CROC Fund. The CROC Fund consists of (i) Regional Fuels Tax Revenues deposited into the CROC Fund pursuant to Section 58.1-2299.20 of the Virginia Code equal to the statutorily prescribed limit of $15 million and (ii) other funds as may be set forth in a general appropriation act or allocated by the Transportation Board. The 2022 Bonds are not a debt of the Commonwealth or any political subdivision thereof (including any Member Localities and PRTC) other than NVTC. Neither the faith and credit nor the taxing power of the Commonwealth, DRPT, VPRA or any other agency, instrumentality or any of its political subdivisions (including any Member Localities and PRTC) is pledged to the payment of the 2022 Bonds. NVTC has no taxing powers.

Payment of principal of and interest on the 2022 Bonds (i) does not constitute a claim against VPRA’s interest in the railroad tracks on which VRE passenger rail service operates, and those stations, platforms, and other railroad assets that are utilized by the VRE passenger rail service, or any part thereof and (ii) is not an obligation of the Commonwealth or VPRA, or any other agency, instrumentality, or political subdivision of the Commonwealth, moral or otherwise. The 2022 Bonds are not secured by any mortgage or lien on any transportation facilities of the Commonwealth, the Commissions, Participating Jurisdictions or the Contributing Jurisdictions or by a pledge of the revenues derived from any such facility. If NVTC should fail to make any payment on the 2022 Bonds when due, the Trustee and the owners of the 2022 Bonds shall have no right to take possession of any transportation facilities or to exclude the Commonwealth, NVTC, Participating Jurisdictions or the Contributing Jurisdictions from possession of them.

NVTC’s authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly. Neither the General Assembly nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of Regional Fuels Taxes or the Revenues for the benefit of the holders of the 2022 Bonds, NVTC, PRTC, VRE, the Trustee or any other person or entity. See the subsection "Risks of Non-Appropriation, Diversion of Appropriations and Future Legislative Actions" in the section "Investment Considerations."

Security for the 2022 Bonds and Flow of Funds

The 2022 Bonds and any other Bonds issued and outstanding under the Indenture will be equally and ratably payable from and secured by (i) the Revenues and (ii) moneys held in certain funds established under the Indenture and pledged to the payment thereof, including the Revenue Stabilization Fund and the Debt Service Reserve Fund for the 2022 Bonds. See “Summary of the Indenture” in Appendix A. The pledge of Revenues and funds established under the Indenture pledged to the payment of the 2022 Bonds is senior to any pledge of such revenues to any Subordinate Obligations that may be issued under the Master Indenture.

Future series of Bonds are expected to be payable from and secured by the Revenues on parity with the 2022 Bonds, except with respect to any Debt Service Reserve Fund that may be established with respect to a series of Bonds, as provided under the Indenture. See the subsection “Additional Bonds” below.

Substantially all of the deposits in the CROC Fund are derived from the Regional Fuels Tax Revenues. Although permitted under the Virginia Code, no Commonwealth general fund appropriation has been made to the CROC Fund. The amount of the Regional Fuels Tax Revenues deposited into the CROC Fund, are appropriated by the General Assembly and transferred from the CROC Fund to the Commissions on a monthly basis. See the subsection “General” in the section "Commuter Rail Operating and Capital Fund." Pursuant to Section 58.1-2299.20 of the Virginia Code, following the deposit of Regional Fuels Tax Revenues into the CROC Fund, any remaining Regional Fuels Tax Revenues are then deposited into the Washington Metropolitan Area Transit Authority Capital Fund and then to the Commissions for other permitted uses.

The Revenues are statutorily prescribed to be paid to NVTC and PRTC pursuant to Section 33.2-3500B. The amount distributed to NVTC and PRTC is determined by multiplying $15 million by a fraction, the numerator of which is NVTC or PRTC’s share of funding for VRE and the denominator of which is the total funding provided by the Commissions for VRE. While the Virginia Code prescribes the Revenues to be deposited with each
Commission, NVTC and PRTC have entered into the Assignment and Payment Agreement, wherein the Commissions agreed that (i) NVTC would serve as the recipient of all Revenues disbursed to both NVTC and PRTC by the Comptroller from the CROC Fund (whether or not such Revenues are disbursed directly to PRTC) and (ii) commencing on the issue date of the 2022 Bonds and for so long as the Master Indenture remains in effect, NVTC would immediately transfer all such funds to the Trustee for deposit in the Revenue Fund in the Master Indenture.

As outlined in the chart below, once the Revenues are disbursed from NVTC to the Trustee pursuant to the Assignment and Payment Agreement, Revenues are required under the Indenture to be applied first for deposit, ratably, into the Debt Service Fund for the 2022 Bonds and the Debt Service Funds established for future Series of Bonds, the amounts necessary to pay debt service on the 2022 Bonds and the other Bonds. Amounts in the Debt Service Funds will be used to pay debt service on the 2022 Bonds and the other Bonds as and when due.

Any Revenues remaining after the deposits into the Debt Service Funds will be then applied to cure deficiencies in the Revenue Stabilization Fund or any Debt Service Reserve Funds established as additional security for any series of Bonds, to cure any deficiencies in the Revenue Stabilization Fund, and to pay Subordinate Obligations as provided in the Indenture. Any Revenues remaining will be transferred to the Residual Fund and may be applied by NVTC to, among other things fund any lawful purposes. Further, from Fiscal Year 2022 through Fiscal Year 2031 or such later date provided under the Funding Agreement, the Commissions will use all Revenues remaining after debt service payments and funding or replenishment of reserves as required under the Master Indenture to support the TRV Program as CROC Pay-Go Contributions (as further described in the subsection "Funding Agreement" under the section "Assignment and Payment Agreement and Funding Agreement").

The table on the following page outlines the flow of revenues from origination as Regional Fuels Taxes through the funds in the Indenture as pledged Revenues.
NVTC Fuels Tax Revenue collected by DMV distributed first to CROC Fund, second to WMATA, third for other NVTC uses.

PRTC Fuels Tax Revenue collected by DMV distributed first to CROC Fund, second for other PRTC uses.

CROC Fund

Any deficiencies in Debt Service Fund first cured by Revenue Stabilization Fund and second by Debt Service Reserve Fund.

WMATA

Other PRTC Uses

Comptroller distributes CROC Fund revenues to NVTC (for both NVTC & PRTC) on a monthly basis.

Upon receipt of the revenues from the CROC Fund, NVTC immediately transfers revenues to the Trustee-held Revenue Fund.

NVTC

DMV Held

Comptroller Held

NVTC Held

Trustee Held

Revenue Fund

First, monthly transfers to the Debt Service Fund.

Debt Service Fund

Second, transfers to the Revenue Stabilization Fund until balance equals Revenue Stabilization Requirement.

Revenue Stabilization Fund

Third, transfers to the Debt Service Reserve Fund until balance equals DSF Requirement.

Debt Service Reserve Fund

Fourth, transfers to any Subordinate Debt Service Fund.

Subordinate Debt Service Fund

Fifth, to the credit of the Residual Fund any balance remaining.

Residual Fund
NVTC's authority to receive any or all of the Revenues may be eliminated, changed or limited at any time by action of the General Assembly and neither the General Assembly nor NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any Regional Fuels Tax or the Revenues for the benefit of the holders of the Bonds, the Trustee or any other person or entity.

**Revenue Stabilization Fund.** Except as provided below, the balance in the Revenue Stabilization Fund will be applied ratably to cure deficiencies in the Debt Service Funds before any amounts in any Debt Service Reserve Funds are used for such purpose. Notwithstanding the foregoing, the amounts in the Revenue Stabilization Fund will be used to pay the Rebate Amount (as defined in the Master Indenture) with respect to any series of Bonds as directed in an Officer's Certificate and other costs related to administering the Master Indenture and the Outstanding Bonds as may be specified in a Supplemental Indenture.

NVTC will from time to time cause an NVTC Representative (as defined in the Master Indenture) to assess the adequacy of the Revenue Stabilization Requirement (as defined in the Master Indenture) under the then-current experience of the timeliness, frequency and amounts of the transfers of funds from the CROC Fund and the need to pay the Rebate Amount with respect to each series of Bonds for which a Rebate Amount is or may be owed. If at any time, such NVTC Representative determines in his or her judgment that the amount of the Revenue Stabilization Requirement should be changed, he or she will provide to the Trustee an Officer's Certificate setting forth the amount of the new Revenue Stabilization Requirement and the date on which the new Revenue Stabilization Requirement will take effect. If the Revenue Stabilization Requirement is to be reduced, the Officer's Certificate will also contain certifications to the effect that as of the date of the Officer's Certificate (i) all required deposits to the various Funds and Accounts established under the Master Indenture and the Supplemental Indentures have been made, (ii) the balance in each Debt Service Reserve Fund is at least equal to its respective DSRF Requirement, (iii) no Event of Default under the Master Indenture or any Series Supplement with respect to any Series of Bonds Outstanding has occurred and is continuing to the best of the knowledge of the signatory, and (iv) the reduction is not expected to materially impair NVTC's ability to make debt service payments on the Bonds or to pay the Rebate Amounts with respect thereto.

On each RSF Valuation Date (as defined in Appendix A – "Definitions and Summaries of the Indenture and Other Documents") , the Trustee will determine if the balance in the Revenue Stabilization Fund is at least equal to the Revenue Stabilization Requirement. In making each such determination, investments in the Revenue Stabilization Fund will be valued as provided in the Master Indenture or as otherwise provided in a Supplemental Indenture. If on any RSF Valuation Date the amount in the Revenue Stabilization Fund (i) is less than the Revenue Stabilization Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the deficiency, or (ii) is greater than the Revenue Stabilization Requirement, the Trustee will promptly notify NVTC of such fact and the amount of the surplus.

If the amount in the Revenue Stabilization Fund exceeds the Revenue Stabilization Requirement on RSF Valuation Date, NVTC may direct the Trustee by an Officer's Certificate to transfer the surplus to the Residual Fund.

**Debt Service Reserve Fund.** Except as specifically below, the amount in the Debt Service Reserve Fund established for the 2022 Bonds will be used solely to cure deficiencies in the amount on deposit in the Related Debt Service Fund (as further described in Appendix A – "Definitions and Summaries of the Indenture and Other Documents") and only with respect to the 2022 Bonds. If there are insufficient funds in the Related Debt Service Fund to pay the principal of and interest on the 2022 Bonds when due, then the Trustee shall transfer the amount of deficiency from the amount, if any, on deposit in the Debt Service Reserve Fund to such Debt Service Fund.

The Reserve Requirement for the 2022 Bonds has been set at an amount equal to the maximum Principal and Interest Requirements on the 2022 Bonds in the then-current or any future Fiscal Year. The amount of the Reserve Requirement on the issue date of the 2022 Bonds is $[_______] and the Debt Service Reserve Fund for the 2022 Bonds will be fully funded on the issue date from the proceeds of the 2022 Bonds. The First Supplemental Indenture permits NVTC to elect to allow the Debt Service Reserve Fund to provide for the payment of and to secure any Series of Additional Bonds issued to refund the 2022 Bonds in part.

As described in the "Definitions and Summaries of the Indenture and Other Documents" in Appendix A, in lieu of maintaining and depositing money or securities in the Debt Service Reserve Fund, NVTC may deposit with the Trustee a DSRF Credit Facility in an amount equal to all or a portion of the Reserve Requirement. The Trustee will make a drawing on or otherwise obtain funds under any DSRF Credit Facility before its expiration or termination (i) whenever money is required for the purposes for which Debt Service Reserve Fund money may be applied and (ii)
unless such DSRF Credit Facility has been extended or a qualified replacement for it delivered to the Trustee, in the event NVTC has not deposited immediately available funds equal to the applicable Reserve Requirement at least two Business Days preceding the expiration or termination of such DSRF Credit Facility.

Additional Bonds. NVTC may issue one or more series of additional Bonds under the Indenture on parity with the 2022 Bonds upon satisfaction of various conditions. The Indenture provides that additional Bonds may be issued only (i) to finance or refinance the costs of the projects authorized for NVTC funding under the Virginia Code, (ii) to refund any Bonds issued under the Indenture, and (iii) for a combination of such purposes.

The Indenture requires as a condition to the issuance of any Additional Bonds for non-refunding purposes the filing with the Trustee of a certificate to the effect that, during any twelve consecutive months of the twenty-four months preceding the issuance of the Additional Bonds, the Revenues were not less than 2.00 times the maximum annual Principal and Interest Requirements during the current or any future Fiscal Year on the Bonds Outstanding and the Series of Bonds to be issued. See the section "Summary of the Indenture" in Appendix A.

Pursuant to Section 33.2-3502 of the Virginia Code, Bonds may be supported by any funds available in the CROC Fund, provided that the total amount of debt service for all outstanding Bonds may not exceed 66 percent of the revenues dedicated to the CROC Fund under Section 58.1-2299.20 of the Virginia Code.

In addition, NVTC is permitted to issue Subordinate Obligations secured by the Revenues; provided such debt is subject and subordinate to the payment of any Bonds and to the deposits required to be made under the Indenture and such Subordinate Obligations cannot be declared immediately due and payable upon the occurrence of a default under it if payment of the Bonds has been accelerated as described in the subsection "Summary of the Indenture" in Appendix A.

ESTIMATED SOURCES AND USES OF FUNDS

Set forth below are the amount and components of the proceeds of the sale of the 2022 Bonds and certain other available funds and the application of the proceeds on the date of delivery of the 2022 Bonds:

<table>
<thead>
<tr>
<th>Sources:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Amount of Bonds</td>
<td>$</td>
</tr>
<tr>
<td>[Available CROC Funds]</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Uses:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit to Project Fund</td>
<td>$</td>
</tr>
<tr>
<td>Deposit to Revenue Stabilization Fund</td>
<td></td>
</tr>
<tr>
<td>Deposit to Debt Service Reserve Fund</td>
<td></td>
</tr>
<tr>
<td>Deposit to Cost of Issuance Fund*</td>
<td></td>
</tr>
<tr>
<td>Underwriters' Discount</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
</tr>
</tbody>
</table>

*Includes costs of credit ratings, printing, financial advisor, bond counsel, trustee and related parties and services.

COMMUTER RAIL OPERATING AND CAPITAL FUND

General

Pursuant to Title 33.2, Chapter 35, the General Assembly established the CROC Fund, a special non-reverting fund established in the state treasury on the books of the Comptroller of Virginia. The CROC Fund consists of (i) the Regional Fuels Tax Revenues and (ii) other funds as may be set forth in a general appropriation act or allocated by the Transportation Board. Interest earned on moneys in the CROC Fund remains in and is
credited to the CROC Fund. Any moneys remaining in the CROC Fund, including interest thereon, at the end of each fiscal year of the Commonwealth does not revert to the Commonwealth's general fund, but remains in the CROC Fund.

The Virginia Code currently provides that the amount to be deposited into the CROC Fund annually totals $15 million. The amount of Regional Fuels Tax Revenues credited to the CROC Fund from each of the Commissions is determined by multiplying $15 million by a fraction, the numerator of which is such transportation district's share of funding for the VRE and the denominator of which shall be total funding provided by both transportation districts for VRE. In accordance with Section 33.2-1900 et seq of the Virginia Code, the Revenues disbursed from the CROC Fund will be distributed monthly by the Comptroller to NVTC and PRTC. The Assignment and Payment Agreement enables NVTC to serve as the recipient of all funds disbursed to both NVTC and PRTC by the Comptroller from the CROC Fund and directs PRTC to send its share of the CROC Funds to NVTC. See the subsection "Assignment and Payment Agreement" in the section "Assignment and Payment Agreement and Funding Agreement." For the fiscal year starting July 1, 2021, the percentage credited to the CROC Fund from NVTC's collection area for Regional Fuels tax is 63.2% or $9.465 million and the percentage credited to the CROC Fund from PRTC's collection area for Regional Fuels tax is 36.9% or $5.535 million. Such percentages are subject to change based on changes in VRE ridership trends from each of PRTC and NVTC.

Section 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds or other debt supported by Revenues. Under the Assignment and Payment Agreement, the Commissions have agreed that NVTC will serve as the issuer of the debt obligations supported by the Revenues and that NVTC will receive all Revenues disbursed from the CROC Fund to the Commissions, including PRTC's share. Accordingly, commencing with issuance of the 2022 Bonds and for as long as the Master Indenture is in effect, NVTC will immediately transfer all such funds to the Trustee under the Master Indenture. See subsection "Assignment and Payment Agreement" in the section "Assignment and Payment Agreement and Funding Agreement."

Once the Revenues are disbursed from NVTC to the Trustee pursuant to the Assignment and Payment Agreement, Revenues are required under the Indenture to be applied first for deposit into any Debt Service Funds, which will be used to pay debt service on the 2022 Bonds and the other senior lien Bonds as and when due. After the payment of debt service on any Bonds, any Revenues remaining will then be deposited into the Revenue Stabilization Fund, which will be used to pay the Rebate Amount (as defined in the Master Indenture) with respect to any series of Bonds as directed in an Officer's Certificate and other costs related to administering the Master Indenture. Any remaining Revenues will then be applied to cure deficiencies in any Debt Service Reserve Funds established as additional security for any series of Bonds, to cure any deficiencies in the Revenue Stabilization Fund, and to pay Subordinate Obligations as provided in the Indenture. Any Revenues remaining will be transferred to the Residual Fund and may be applied by NVTC to, among other things fund any lawful purposes. See the Flow of Funds table in the subsection "Security for the 2022 Bonds" in the section "Sources of Payment and Security for the 2022 Bonds."

Revenues in the Residual Fund may be used to support, subject to the terms of the Funding Agreement and Assignment and Payment Agreement, the cost of operating commuter rail service; acquiring, leasing or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease or improvement is for the common good of a region of the Commonwealth or the Commonwealth as a whole. CROC Pay-Go Contributions, as further described in the Section "Assignment and Payment Agreement and Funding Agreement," will be paid from the Residual Fund. CROC Funds may also be used as matching funds for federal grants to support commuter rail projects. Such capital projects, including tracks and facilities constructed, and property, equipment, and rolling stock purchases, with funds from the CROC Fund must be owned, leased or otherwise subject to the continuing use of the Commissions for the useful life of the projects and property, equipment and rolling stock, as determined by the Commissions, and must be made available for use by all commuter rail operations and common carriers using the railway system to which they connect under the trackage rights or operating agreements between the parties. The Commissions may transfer ownership of any tracks or property to the Commonwealth.

Sources of the Revenues

Funding for the CROC Fund is derived primarily from the Regional Fuels Tax imposed by Code Section 58.1-2299.20(A)(1) in the Member Localities, along with other funds as may be set forth in the general appropriation act or allocated to by the Transportation Board. The Regional Fuels Tax is discussed in detail below.
Regional Fuels Tax. The Regional Fuels Tax is imposed upon every distributor who engages in business of selling fuels at wholesale to retail dealers for retail sale in any county or city that is a member of any transportation districts in which a rapid heavy rail commuter mass transportation system operating on an exclusive right-of-way and a bus commuter mass transportation system are owned, powered, or controlled by an agency or commission as defined Section 33.2-1901 of the Virginia Code. VRE, which is owned and operated by the Commissions, constitutes a rapid heavy rail commuter transportation system under the statutory language. Consequently, the Regional Fuels Tax is levied in the Member Localities.

The Regional Fuels Tax was initially levied at a rate of 2 percent of retail sales of fuel in the NVTC and PRTC jurisdictions, beginning in 1981. The 2013 Virginia General Assembly enacted comprehensive reforms to Virginia's transportation funding programs, and in conjunction with such legislation, effective July 1, 2013, the Regional Fuels Tax was now based on 2.1% of the statewide average distributor price per gallon of gasoline and diesel fuels. Under the omnibus legislation affecting transportation initiatives and funding in the Commonwealth enacted by Chapter 1230 of the Acts of the General Assembly of the Commonwealth of Virginia, 2020 Reconvened Session ("Chapter 1230"), beginning with Fiscal Year 2021, commencing July 1, 2020, the Regional Fuels Tax was converted to a cents-per-gallon tax (initially 7.6 cents/gallon on gasoline and 7.7 cents/gallon on diesel). Since July 1, 2021, the tax rate is required to be adjusted annually based on the greater of (i) the change in the United States Average Consumer Price Index for all items, all urban consumers (CPI-U), as published by the Bureau of Labor Statistics for the U.S. Department of Labor for the previous year, or (ii) zero. The current rates as adjusted are 7.7 cents per gallon on gasoline and gasohol and 7.8 cents per gallon on diesel.

A list of the historical rates for the Regional Fuels Tax since 2020 is provided in the table below.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Gasoline (cents per gallon)</th>
<th>Diesel (cents per gallon)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020(^1)</td>
<td>7.6</td>
<td>7.7</td>
</tr>
<tr>
<td>2021(^2)</td>
<td>7.6</td>
<td>7.7</td>
</tr>
<tr>
<td>2022(^3)</td>
<td>7.7</td>
<td>7.8</td>
</tr>
</tbody>
</table>

Source: Virginia Department of Motor Vehicles
\(^1\)Fiscal Year 2020 tax rate determined based upon 2.1% of the statewide average distributor price per gallon as described in the preceding paragraph.
\(^2\)Fiscal Year 2021 tax rate on a set cents-per-gallon basis pursuant to Chapter 1230.
\(^3\)Fiscal Year 2022 tax rate on a cents-per-gallon basis as adjusted for such year by the change in the CPI-U index as described in the preceding paragraph.

Regional Fuels Tax Payment Procedure. The Regional Fuels Tax is administered and collected by wholesale distributors of motor fuels who sell to retail dealers. The Regional Fuels Tax amounts collected by such distributors are paid to the Commissioner of the Department of Motor Vehicles ("DMV") each month.

Wholesale distributors selling motor fuels to retail dealers in Member Localities are required to collect the Regional Fuels Tax from such retail dealers by separately stating the amount of the tax and adding it to the sales price or charge. Such distributors are required to remit the collected amounts to DMV by midnight of the 20th day of the second month succeeding the month of collection. However, remittance of the tax for the month of May must be received by DMV no later than the last business day of June. Once received by DMV, Regional Fuels Tax Revenues are credited by the Comptroller of Virginia for deposit into the CROC Fund on a monthly basis.

To ensure compliance with collection and payment procedures for the Regional Fuels Tax, DMV's External Audit Division audits the records of wholesale distributors to determine whether the appropriate amount of tax has been paid and to determine whether distributor filing procedures contain any material deficiencies that could result in reporting and payment errors. While the primary goal of the DMV audit program is to ensure compliance, DMV has the power to impose assessments on wholesale distributors to collect unpaid or under-paid fuels taxes discovered during an audit.
After Regional Fuels Tax Revenues are credited by the Comptroller of Virginia to the CROC Fund, the Revenues disbursed from the CROC Fund will be transferred monthly by the Comptroller to the Commissions, to be held by NVTC pursuant to the Assignment and Payment Agreement and then subsequently transferred as Revenues to the Trustee for deposit into the Revenue Fund. Thereafter, the Trustee will apply the Revenues as set forth in the Master Indenture, including payments of debt service on the 2022 Bonds and to satisfy other Master Indenture funding requirements. NVTC is entirely dependent on the Virginia Department of Taxation, which oversees the administration of all of the tax laws of the Commonwealth, the DMV, and the Virginia Department of Accounts to collect and credit the Regional Fuels Tax Revenues to the CROC Fund, and to transfer amounts therefrom to NVTC pursuant to the Assignment and Payment Agreement. NVTC has agreed to transfer such revenues to the Trustee for deposit under the Master Indenture. See the subsection "Assignment and Payment Agreement" in the section "Assignment and Payment Agreement and Funding Agreement."

**HISTORICAL REGIONAL FUELS TAX REVENUES**

The tables in this section are provided to show the historical Regional Fuels Tax revenues received by the Commissions. These revenues account for each Commissions' share of the $15 million deposited annually into the CROC Fund and transferred to the Commissions.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>NVTC</th>
<th>PRTC</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>$37,539,124</td>
<td>$18,571,127</td>
<td>$56,110,251</td>
</tr>
<tr>
<td>2007</td>
<td>38,179,100</td>
<td>19,627,531</td>
<td>57,806,631</td>
</tr>
<tr>
<td>2008</td>
<td>42,344,055</td>
<td>22,428,708</td>
<td>64,772,763</td>
</tr>
<tr>
<td>2009</td>
<td>35,644,948</td>
<td>18,597,606</td>
<td>54,242,554</td>
</tr>
<tr>
<td>2010</td>
<td>36,135,996</td>
<td>20,316,515</td>
<td>56,452,511</td>
</tr>
<tr>
<td>2011</td>
<td>43,812,756</td>
<td>27,197,946</td>
<td>71,010,702</td>
</tr>
<tr>
<td>2012</td>
<td>47,848,439</td>
<td>30,825,415</td>
<td>78,673,854</td>
</tr>
<tr>
<td>2013</td>
<td>47,126,588</td>
<td>31,608,825</td>
<td>78,735,413</td>
</tr>
<tr>
<td>2014</td>
<td>49,247,910</td>
<td>34,899,261</td>
<td>84,147,171</td>
</tr>
<tr>
<td>2015</td>
<td>37,863,773</td>
<td>24,832,142</td>
<td>62,695,915</td>
</tr>
<tr>
<td>2016</td>
<td>29,590,766</td>
<td>18,704,192</td>
<td>48,294,958</td>
</tr>
<tr>
<td>2017</td>
<td>30,581,805</td>
<td>20,516,891</td>
<td>51,098,696</td>
</tr>
<tr>
<td>2018</td>
<td>35,552,756</td>
<td>23,256,152</td>
<td>58,808,908</td>
</tr>
<tr>
<td>2019</td>
<td>55,572,550</td>
<td>38,547,408</td>
<td>94,119,958</td>
</tr>
<tr>
<td>2020</td>
<td>49,111,156</td>
<td>35,921,702</td>
<td>85,032,858</td>
</tr>
<tr>
<td>2021</td>
<td>45,386,860</td>
<td>34,718,809</td>
<td>80,105,669</td>
</tr>
</tbody>
</table>
DEBT SERVICE REQUIREMENTS

The following table sets forth for each Fiscal Year the amounts needed in each annual period for payment of principal of and interest on the 2022 Bonds, as of the date of the issuance of the 2022 Bonds. The 2022 Bonds are the first series of Bonds to be issued under the Master Indenture.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>2022 Bond Principal</th>
<th>2022 Bond Interest</th>
<th>Total Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20[]</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<td>20[]</td>
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<tr>
<td>20[]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20[]</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$____________</td>
<td>$____________</td>
<td>$____________</td>
</tr>
</tbody>
</table>

Based on the debt service shown in the table above and the expectation of an annual $15 million transfer from the CROC Fund, projected debt service coverage on 2022 Bonds for Fiscal Years 20[__] through 20[__] is projected at 2.00x.

ASSIGNMENT AND PAYMENT AGREEMENT AND FUNDING AGREEMENT

Assignment and Payment Agreement

Pursuant to the Assignment and Payment Agreement the Commissions have addressed the manner in which funds from the CROC Fund are disbursed to the Commissions and the process by which the Commissions will determine the specific purposes for which funds from the CROC Fund will be expended.

Under the terms of the Assignment and Payment Agreement, the Commissions agreed that (i) NVTC would serve as the recipient of all funds disbursed to both NVTC and PRTC by the Comptroller from the CROC Fund and (ii) commencing on the issue date of the 2022 Bonds and for so long as the Master Indenture remains in effect, NVTC would immediately transfer all such funds to the Trustee for deposit in the Revenue Fund in the Master Indenture. Additionally, PRTC irrevocably and unconditionally assigned to NVTC all revenues that would be disbursed to PRTC from the CROC Fund pursuant to § 33.2-3500.B of the Virginia Code commencing on the issue date of the 2022 Bonds and continuing for so long as the Master Indenture remains in force and effect. PRTC additionally authorized and consented to the transfer to the Revenue Stabilization Fund certain funds previously disbursed from the CROC Fund and held by NVTC. NVTC is required to notify the Comptroller and all representatives of the Commonwealth assisting the Comptroller in the monthly disbursement of funds from the CROC Fund of NVTC’s roles in this respect and must request that funds from the CROC Fund be disbursed as directed by NVTC for the benefit of the Commissions. NVTC has taken such action.
The Assignment and Payment Agreement also requires that PRTC provide any direction to all representatives of the Commonwealth regarding how disbursement of funds from the CROC Fund to PRTC will be made as may be necessary for NVTC to be the recipient. PRTC has taken such action. NVTC is required to provide quarterly reports to the Commissions about the funds in the CROC Fund, including monthly disbursements received from the Comptroller, amounts expended and the purposes of the expenditures, the amount of the funds from the CROC Fund held by NVTC and investment and interest earnings.

Funding Agreement

The Commissions agreed to issue the 2022 Bonds to fulfill provisions of the Passenger Rail Improvements and Funding Agreement dated March 26, 2021 (the "Funding Agreement"), between the Commissions and the DRPT and as assigned to VPRA. The Commissions and DRPT, as assigned to VPRA, entered into the Funding Agreement to support the TRV Program initiatives and in anticipation of a substantial increase in commuter passenger rail services provided by VRE between Washington, D.C. and the various participating Virginia cities. VPRA agreed to acquire certain rail property and undertake a program of capital projects (the "Projects") under the Funding Agreement. The Funding Agreement provides that a condition precedent to its effectiveness is VPRA and CSX Transportation, Inc. ("CSXT") closing the conveyance from CSXT to VPRA of a passenger easement over the portion of a railroad right-of-way generally about 100 feet wide extending approximately 144.8 miles from CSXT milepost at CFP 112 to about CSXT milepost A 29.04, which includes both (i) a right of way to be acquired by VPRA and (ii) a remaining portion of right-of-way to be retained by CSXT adjacent to VPRA's right-of-way (the "RF&P Corridor"). At the time of the issuance of the Bonds, all of the condition precedents will be completed. The Commonwealth has completed two of the three required payments to CSXT for its right-of-way and the proceeds of the 2022 Bonds will include a portion of the funds for the planned final payment to CSXT in November 2022.

The Funding Agreement sets forth a two part commitment relating to the CROC Funds. First, in connection with the acquisition of certain portions of real estate within the RF&P Corridor, the Commissions each agreed to pay to DRPT the net proceeds of certain debt incurred by the NVTC (the "CROC-Backed Debt Proceeds") in support of the Projects. The Funding Agreement provides that the aforementioned debt be secured by a pledge of deposits into the CROC Fund ("CROC-Backed Debt"). The 2022 Bonds will fulfill this requirement for the issuance of CROC-backed debt. In accordance with the Master Indenture, the Assignment and Payment Agreement and the Funding Agreement, the CROC-Backed Debt Proceeds will be used to fund the Projects. Specifically, the CROC-Backed Debt Proceeds will be used to support the acquisition costs of certain real property within the RF&P Corridor within the VRE operating territory, which is more particularly described under the subsection "Purpose of the 2022 Bonds" in the section "Introduction" and the section "Virginia Passenger Rail Authority and TRV Program."

Second, the Funding Agreement also requires that any excess Revenues remaining following the payment of debt service from Fiscal Year 2022 through Fiscal Year 2031 or other date, as permitted under the Funding Agreement, (the "Pay-Go Period") shall be transferred to DRPT to be used for certain TRV projects in the Program (the "CROC Pay-Go Contributions"). Any excess Revenues above debt service on the 2022 Bonds does not flow to VRE for its use until the conclusion of the Pay-Go Period except to the extent VRE secures other funding to meet the Pay-Go obligation.
Pursuant to the Act, NVTC has 21 Commissioners. These Commissioners consist of five nonlegislative citizen members from Fairfax County, three nonlegislative citizen members from Arlington County, two nonlegislative citizen members from Loudoun County, two nonlegislative citizen members from the City of Alexandria, one nonlegislative member from the City of Falls Church, one nonlegislative member from the City of Fairfax, four members appointed by the Speaker of the House of Delegates who may be members of the House of Delegates, two members of the Senate appointed by the Senate Committee on Rules, and the Chairman of the Transportation Board or his designee to serve ex officio with voting privileges. The current Commissioners of NVTC are set forth below:

<table>
<thead>
<tr>
<th>Voting Members</th>
<th>Term Expires</th>
<th>Appointing Bodies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canek Aguirre, Chair</td>
<td>December 31, 2024</td>
<td>City of Alexandria</td>
</tr>
<tr>
<td>Dalia A. Palchik, Vice Chair</td>
<td>December 31, 2023</td>
<td>Fairfax County</td>
</tr>
<tr>
<td>Matt de Ferranti, Secretary-Treasurer</td>
<td>December 31, 2022</td>
<td>Arlington County</td>
</tr>
<tr>
<td>Katie Cristol, Immediate Past Chair</td>
<td>December 31, 2023</td>
<td>Arlington County</td>
</tr>
<tr>
<td>Walter Alcorn</td>
<td>December 31, 2023</td>
<td>Fairfax County</td>
</tr>
<tr>
<td>Sarah Bagley</td>
<td>December 31, 2024</td>
<td>City of Alexandria</td>
</tr>
<tr>
<td>John J. Bell</td>
<td>Term continues until replaced</td>
<td>Virginia Senate</td>
</tr>
<tr>
<td>Nick Clemente</td>
<td>Term continues until replaced</td>
<td>House of Delegates Appointee</td>
</tr>
<tr>
<td>Adam Ebbin</td>
<td>Term continues until replaced</td>
<td>Virginia Senate</td>
</tr>
<tr>
<td>John Foust</td>
<td>December 31, 2023</td>
<td>City of Fairfax</td>
</tr>
<tr>
<td>Libby Garvey</td>
<td>December 31, 2024</td>
<td>Arlington County</td>
</tr>
<tr>
<td>Aimee S. Gilroy</td>
<td>Term continues until replaced</td>
<td>House of Delegates Appointee</td>
</tr>
<tr>
<td>Matthew Letourneau</td>
<td>December 31, 2023</td>
<td>Loudoun County</td>
</tr>
<tr>
<td>Jeffrey C. McKay</td>
<td>December 31, 2023</td>
<td>City of Fairfax</td>
</tr>
<tr>
<td>David L. Meyer</td>
<td>December 31, 2022</td>
<td>City of Fairfax</td>
</tr>
<tr>
<td>M. David Skiles</td>
<td>Term continues until replaced</td>
<td>House of Delegates Appointee</td>
</tr>
<tr>
<td>Paul C. Smedberg</td>
<td>Term continues until replaced</td>
<td>Commonwealth Appointee</td>
</tr>
<tr>
<td>David Snyder</td>
<td>December 31, 2025</td>
<td>City of Falls Church</td>
</tr>
<tr>
<td>John C. Tuck III</td>
<td>Term continues until replaced</td>
<td>House of Delegates Appointee</td>
</tr>
<tr>
<td>Michael R. Turner</td>
<td>December 31, 2023</td>
<td>Loudoun County</td>
</tr>
<tr>
<td>James R. Walkinshaw</td>
<td>December 31, 2023</td>
<td>Fairfax County</td>
</tr>
</tbody>
</table>
Principal NVTC Staff

Katherine A. Mattice – NVTC Executive Director

Katherine (Kate) A. Mattice has served as the executive director of the NVTC since 2016. Ms. Mattice brings to this position more than two decades of experience managing complex policy, budget, strategic planning and performance management programs at both the regional and federal level. She joined NVTC in 2014 as its director of transit programs and policy following 13 years with the Office of Budget and Policy at the Federal Transit Administration. Prior to public service, Ms. Mattice was a management consultant to several high-profile energy and transportation programs at the U.S. Department of Energy. Ms. Mattice holds a master's in public administration from the Maxwell School at Syracuse University and a bachelor's in political science from the University of California, San Diego.

Scott Kalkwarf – NVTC Director of Finance and Administration

Scott Kalkwarf has served as the director of finance and administration of the NVTC since 2000. In this role, Mr. Kalkwarf has led the financial management of NVTC, overseeing all aspects of the NVTC's various financial activities. Prior to NVTC, Mr. Kalkwarf served over 15 years in many capacities within the public accounting profession, specializing in life, property and casualty insurance where he performed audits, prepared regulatory financial filings, as well as contracted audit and consulting work for several state insurance departments. Mr. Kalkwarf graduated from Shippensburg University where he earned a bachelor's of science in Business Administration degree in Accounting. Mr. Kalkwarf is a Certified Public Accountant licensed by the Commonwealth of Virginia.

Allen Fye – NVTC Director of Programs and Policy

Allan Fye has served as the director of programs and policy for the NVTC since 2018. Mr. Fye brings to this position more than 15 years of experience in the public sector, working for a transit agency, metropolitan planning organization and local governments. He has extensive experience in developing and implementing transit and transportation policy; budget development and oversight; strategic planning; and program management at both the regional and local level. Mr. Fye holds a master's in public administration from the Graduate School of Public and International Affairs at the University of Pittsburgh and a bachelor's in political science from the University of Pittsburgh.

Other Operations of NVTC

NVTC provides a policy forum for the member jurisdictions. NVTC's annual administrative budget for the fiscal year ending June 30, 2021, is $3,763,500 and is funded primarily by the NVTC Member Localities and the Commonwealth. In FY2021, NVTC received and disbursed approximately $220 million of funds, as trust funds, on behalf of its member jurisdictions. These amounts represent revenues held for member jurisdictions, and is therefore only disbursed by NVTC on specific instructions from the member jurisdictions. A Contributing or Participating Jurisdiction of VRE must designate whether all or a portion of its share of such trust funds may be used for its local subsidy contribution to VRE. The Bonds are limited obligations of NVTC and are only secured by Revenues as described in the section "Security and Sources of Payment for the Bonds," and are not secured or payable from other NVTC funds or property.

NVTC is involved in a wide array of activities unrelated to VRE, the administration of Revenues, or the issuance and administration of the 2022 Bonds. In addition to allocating state, regional and federal transit assistance and its demonstrations of innovative transit services, NVTC acts as a strong advocate of public transit through carefully targeted initiatives. NVTC has led planning for transit provision in the Dulles Airport corridor, a study of improved interjurisdictional bus routes, and is working on a regional fare integration project using smartcard technology. NVTC additionally oversees the project funding process for I-66 Inside the Beltway toll revenue by agreement with the Commonwealth and, by agreements with the Commonwealth and with PRTC, manages the project funding process for I-395 toll revenue received by NVTC and PRTC from the Commonwealth.
THE POTOMAC AND RAPPAHANNOCK TRANSPORTATION
DISTRICT COMMISSION

Purpose

The Potomac and Rappahannock Transportation District was created on August 1, 1986, pursuant to the Act, for the purpose of taking advantage of the powers and purposes of transportation districts under the Act. The Potomac and Rappahannock Transportation District is a transportation district comprised of the Cities of Manassas, Manassas Park, and Fredericksburg, and the Counties of Prince William, Spotsylvania and Stafford. The Potomac and Rappahannock Transportation District has no taxing power. PRTC is the governing body of the Potomac and Rappahannock Transportation District and was created pursuant to the Act to manage and control the functions, affairs and property of the Potomac and Rappahannock Transportation District.

Membership

PRTC has 17 Commissioners. One Commissioner is the Chairman of the Transportation Board or his designee who serves in an ex officio capacity with voting privileges (the "CTB Chair"), and the remaining Commissioners (including the three members representing the General Assembly) are elected officials of the appointing bodies set forth below. The Commissioners (with the exception of the CTB Chair) are appointed by the governing bodies of the respective members. Each governing body may appoint designated alternate members for its Commissioners. Alternates need not be elected members of the appointing governing body and may exercise all of the powers and duties of a Commissioner absent from a meeting.

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The following sets forth the current membership of PRTC, the expiration dates of the members' terms, their affiliations and the entity of which they are an elected official:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Term Expires</th>
<th>Appointing Bodies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victor Angry, Chair</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
<tr>
<td>Jeanette Rishell, Vice Chair</td>
<td>December 1, 2024</td>
<td>City of Manassas Park</td>
</tr>
<tr>
<td>Pamela Sebesky, Secretary</td>
<td>Term continues until replaced</td>
<td>City of Manassas</td>
</tr>
<tr>
<td>Deborah Frazier, Treasurer</td>
<td>December 31, 2022</td>
<td>Spotsylvania County</td>
</tr>
<tr>
<td>Tinesha Allen, At-Large</td>
<td>December 31, 2022</td>
<td>Stafford County</td>
</tr>
<tr>
<td>Margaret Franklin, Immediate Past Chair</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
<tr>
<td>Andrea Bailey</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
<tr>
<td>George Barker</td>
<td>December 31, 2023</td>
<td>Virginia Senate</td>
</tr>
<tr>
<td>Kenny Boddy</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
<tr>
<td>Vacant</td>
<td>-</td>
<td>House of Delegates</td>
</tr>
<tr>
<td>Vacant</td>
<td>-</td>
<td>House of Delegates</td>
</tr>
<tr>
<td>Monica Gary</td>
<td>December 31, 2022</td>
<td>Stafford County</td>
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<tr>
<td>Lori Hayes</td>
<td>December 1, 2022</td>
<td>Spotsylvania County</td>
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<tr>
<td>Matthew Kelly</td>
<td>December 31, 2023</td>
<td>City of Fredericksburg</td>
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<tr>
<td>Jeanine Lawson</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
<tr>
<td>Jennifer DeBruhl</td>
<td>Term continues until replaced</td>
<td>Chairman, Commonwealth Transportation Board</td>
</tr>
<tr>
<td>Yesli Vega</td>
<td>December 31, 2023</td>
<td>Prince William County</td>
</tr>
</tbody>
</table>

Robert A. Schneider, Executive Director

Robert A. Schneider, PhD has a master's degree in public administration and a doctorate in political science from the University of Tennessee, Knoxville. He also holds a bachelor's in political science and history from Western Carolina University. Dr. Schneider is the Executive Director of the PRTC. Before joining PRTC, he was the Executive Director at The COMET in Columbia, South Carolina, General Manager at ValleyRide in Boise, Idaho and formerly served as Director of Program Administration and Chief Operating Officer for Knoxville Area Transit.

Joyce Embrey, Director of Finance and Administration

Joyce Embrey joined the PRTC in March 1994. As the Director of Finance and Administration, she is responsible for all accounting, payroll, budgeting, and financial reporting for PRTC. Before joining PRTC, Ms. Embrey was the Assistant Accounting Manager at Prince William County, held a similar position at Stafford County, and was a senior auditor with the public accounting firm, Grant Thornton. Ms. Embrey is a certified public accountant and earned her bachelor of business administration degree in accounting from James Madison University.

Other Operations of PRTC and its Officers

PRTC provides a forum for discussion and decisions on transportation matters within its district. PRTC administers various sources of state, federal and local funding for the district's transportation needs. PRTC supports numerous transportation services within its district, including various studies relating to transportation within the
member jurisdictions, and prepares applications for Commonwealth and federal grants for transportation projects. PRTC develops and updates annually its regional transportation plan. The plan details the state of the existing transportation systems in the district and recommends those improvements necessary to handle projected growth and maintain or improve transportation service levels.

PRTC is involved in numerous activities unrelated to the issuance of the 2022 Bonds. In addition to PRTC's partnership with NVTC in providing rail service on the VRE, PRTC also provides a number of other transit services through management of a contract with a private bus operator. OmniRide is PRTC's commuter bus service to Washington, D.C., the Pentagon and Crystal City from both eastern Prince William County and Manassas. OmniLink, introduced by PRTC in 1995, provides local bus service made up of five routes within the Prince William and Manassas areas.

The Commission provides free ridesharing information through OmniMatch, another of the OmniRide family of services offered by PRTC. OmniMatch will put a customer in touch with other commuters whose origins, destinations, and hours are compatible. By agreement with the Commonwealth and an agreement with NVTC and PRTC, NVTC manages the project funding process for I-395 toll revenue received by NVTC and PRTC from the Commonwealth.

**VIRGINIA RAILWAY EXPRESS**

VRE is a joint project undertaken by NVTC and PRTC and consists of trains presently providing commuter rail service on two railroad lines, such service originating from the areas of Fredericksburg and Manassas, Virginia, to Union Station in Washington, D.C. VRE is the name for a commuter rail transit program owned and operated by PRTC and NVTC and any reference to VRE within this Official Statement means those activities that are carried out jointly or individually by NVTC and PRTC to operate VRE's commuter rail activities. Pursuant to the Master Agreement, NVTC and PRTC jointly own and operate the VRE. Specifically, the Master Agreement establishes the contractual obligations between the Commissions, Participating Jurisdictions, and Contributing Jurisdictions relating to operation of VRE. The below map illustrates VRE's current service area and stations:

![VRE Map](image)

VRE was initially financed with the proceeds of the revenue bonds backed by farebox collections (none of which remain outstanding), Federal and Commonwealth grants, appropriations from the Participating and Contributing Jurisdictions and certain ridership revenues. Service on the Manassas line commenced on June 22, 1992, and service on the Fredericksburg line commenced on July 20, 1992. The VRE currently operates with 69 passenger railcars and 13 locomotives. Currently, 30 weekday trains run on the two lines, serving 19 stations with one additional station under design and expected to be placed in service in calendar year 2023.
The trains are operated on existing tracks of CSXT, Norfolk Southern Railway Company ("Norfolk Southern") (collectively, the "Freight Railroads"), VPRA, and the National Railroad Passenger Service Corporation ("Amtrak") pursuant to Operating Access Agreements. The commuter rail service is operated by Keolis Rail Services Virginia, Inc. pursuant to a Purchase of Service Agreement.

Operations of the VRE are managed on behalf of the Commissions by a joint committee called the Operations Board and the VRE Chief Executive Officer established under the Master Agreement. The Operations Board consists of fifteen members based on jurisdictional ridership, including nine commissioners from PRTC and five commissioners from NVTC and the Chairman of the Transportation Board or his designee who serves ex officio with voting privileges. The Operations Board serves as an advisory body to the Commissions' Commissioners, discharges a range of authority delegated to it by the Commissions, and oversees the development and operation of the VRE. The Operations Board is responsible for making recommendations to the Commissions with respect to the VRE's management, operation and acquisition of property. In this advisory capacity, it is responsible for overseeing the management of all monies attributable to the VRE, including federal and Commonwealth grant funds and local contributions.

The Master Agreement charges the Operations Board with the task of annually preparing and revising the budget for the VRE and a six-year financial plan for approval by the Commissions as part of the annual budget process.

Rich Dalton, Chief Executive Officer

A seasoned rail veteran, Rich Dalton is the Chief Executive Officer of the VRE. Mr. Dalton, who joined VRE in 2009, has served in several capacities, including Director of Rail Equipment and Services, Deputy CEO/Chief Operating Officer and Acting Chief Executive Officer. Prior to joining VRE, Mr. Dalton spent 20 years in the private sector, focusing on customer service, operations, and technical solutions for the rail industry. He was forward deployed in various sea commands in the United States Navy. His bachelor's and master's in business administration were earned at Sam Houston State University in Huntsville, Texas. In addition to his role at VRE, Mr. Dalton is active in the industry. He is an ex-officio member of the VPRA board of directors, a non-voting member of the Northeast Corridor Commission, a member of the board of the Virginia Transit Association and a member of the American Public Transportation Association Commuter Rail CEO committee.

Mark Schofield, Chief Financial Officer

Mark L. Schofield has been the Chief Financial Officer of the VRE since July 2017. From 2012 to 2017 he was the Director of Financial Planning and Analysis for the Washington Metropolitan Area Transit Authority (WMATA), and from 2004 to 2012 he was a Consulting Manager with AECOM focusing on the governance and funding of public transportation and toll road projects. Prior to that he was Assistant Professor of Transport and Logistics at the Malaysia University of Science and Technology and was an analyst supporting complex litigation in areas such as securities fraud and labor discrimination. Mr. Schofield received his Bachelor’s degree in mathematics from Wake Forest University, his Master of Arts in economics from the University of Chicago, and his Master of Science in transportation from the Massachusetts Institute of Technology.

Stephen A. MacIsaac, Chief Legal Officer and General Counsel

Stephen A. MacIsaac is the General Counsel for the NVTC and for the PRTC for matters related to the VRE Commuter Rail service. As such, Mr. MacIsaac serves as counsel to the VRE Operations Board, a joint committee of NVTC and PRTC. He has served in the capacity of general counsel since the start of the VRE service. Prior to becoming a contract employee of the Commissions in June 2021, Mr. MacIsaac served as the Arlington County Attorney from July 2000 until June 2021, and was a member of the Prince William County Attorney's Office beginning in 1982 where he served as Deputy County Attorney from 1989 until July 2000. Mr. MacIsaac received his undergraduate degree from Tufts University and his law degree from the Washington College of Law at American University.

VIRGINIA PASSENGER RAIL AUTHORITY AND TRV PROGRAM

In 2020, the General Assembly created the VPRA by Chapter 1230 of the 2020 Acts of Assembly. VPRA is governed by a Board of Directors consisting of 15 members consisting of 12 nonlegislative citizen members, appointed by the Governor, a designee of the President and Chief Executive Officer of the National Passenger Rail Corporation, the chief executive officer of VRE, and the Director of the DRPT. The purpose of VPRA is to
promote, sustain, and expand the availability of passenger and commuter rail service in the Commonwealth and to increase ridership of such services by connecting population centers with passenger and commuter rail service and increasing the availability of such service.

VPRA administers all capital expansion projects, infrastructure, and land acquisitions relating to the TRV Program, which is intended to double Amtrak state-supported service and increase VRE service in Virginia over the next ten years. In response to growing traffic congestion and predicted population increase in Northern Virginia, the TRV Program includes a $3.9 billion Interstate 95 Corridor initiative. In March 2021, the Commonwealth finalized agreements with Amtrak, CSXT, and VRE to expand and improve passenger, commuter, and freight rail in Virginia. The Commissions and DRPT entered into the Funding Agreement, which was subsequently assigned to VPRA, in anticipation of a substantial increase in commuter passenger rail services provided by VRE between Washington, D.C. and the various participating Virginia localities. The Funding Agreement provides that the 2022 Bonds will be used to fund VPRA acquisition of certain CSXT right of way and thereby further support the TRV Program initiative. See the subsection "Funding Agreement" in the section "Assignment and Payment Agreement and Funding Agreement."

INVESTMENT CONSIDERATIONS

Risks of Non-Appropriation and Future Legislative or Administrative Actions Affecting Revenues

The Availability of Revenues is Subject to Appropriation. The General Assembly is responsible for setting the Regional Fuels Tax from which the Revenues are derived and for appropriating such revenues from the state budget to be available for the payment of the 2022 Bonds. NVTC makes no representation that the General Assembly will maintain the Regional Fuels Tax, the rate of such tax or continue to make appropriations of amounts to or for deposit into the CROC Fund. In addition, NVTC makes no representation that the General Assembly will not repeal or materially modify the legislation creating the CROC Fund or imposing the Regional Fuels Tax. The General Assembly is not legally required to make the aforementioned appropriations or to refrain from repealing or modifying such legislation. Legislative considerations regarding the Commonwealth's budget priorities could materially impact the NVTC's continued receipt of Revenues.

Under the Virginia Constitution, no appropriation is valid for more than two years and six months after the adjournment of the session of the General Assembly at which the appropriation was made. The General Assembly of the Commonwealth is not obligated to make any future appropriations, and NVTC makes no representation that the General Assembly will keep the CROC Fund in existence or that appropriations of Revenues will be made by the General Assembly in any future fiscal year of the Commonwealth. As a practical matter there is no effective remedy if the General Assembly fails to appropriate funds for the CROC Fund in the Commonwealth's budget.

The General Assembly convened its regular session on January 12, 2022, to consider, among other legislation, the Commonwealth's budget for the 2022-2024 biennium, and adjourned sine die on March 12, 2022, without finalizing amendments to the existing budget for the current 2020-2022 biennium or adopting the 2022-2024 biennial budget.

Governor Glenn Youngkin has proposed that the General Assembly consider utilizing a portion of the Commonwealth's excess revenues in a manner that will create various forms of tax relief. Governor Youngkin has put forward several possible tax-relief measures including eliminating the grocery tax, doubling the standard deduction, providing a tax rebate, eliminating taxes on $40,000 in veterans' retirement income, and suspending various fuel taxes for a certain period of time and deferring the most recent state-wide rate increase in fuel taxes (excluding similar regionally imposed taxes). A bill reflecting the Governor's proposals has been introduced for consideration by the General Assembly during the special session discussed below. However, there is no basis to predict whether the General Assembly will accept or modify the Governor's various proposals for tax relief as it considers amendments to the existing budget for the current 2020-2022 biennium and adopts a new budget for the 2022-2024 biennium.

A special session of the General Assembly convened on April 4, 2022, to finalize and approve the budget bills. As of the date of this Official Statement, such session is ongoing. Once the General Assembly has approved or revised the budget bills, the Governor will review the bills and will either sign them, veto the bills in their entirety or certain line items, or recommend amendments. If the Governor recommends amendments and/or vetoes the bills or any line items, the bills will return to the General Assembly for consideration and action during a reconvened session which is required to be held on the sixth Wednesday after adjournment of the special session.
The Virginia Constitution provides that no funds are to be paid out of the state treasury unless appropriated by law by the General Assembly. The General Assembly has never failed to adopt a budget by the start of a new biennium. Should that situation arise, there is no definitive guidance from the courts of the Commonwealth as to whether the Governor of the Commonwealth possesses any emergency or implied executive spending powers in the absence of a budget or other appropriation therefor having been enacted by the General Assembly.

Sunset Provision. Chapter 1230 of the 2020 Acts of Assembly is a broad-based transportation initiative that provides not only for the collection and application of Revenues, but also restructured the Commonwealth's transportation funding arrangements, including changing the Regional Fuels Tax from its previous tax rate to the current tax rate structure as described herein for the purpose, among others, of generating additional revenues to fund transportation improvements throughout the Commonwealth. However, enactment Clause 10 of Chapter 1230 states that the provisions of Chapter 1230 generating additional state revenue for transportation shall expire on December 31 of any year in which the General Assembly appropriates or transfers any of such additional revenues for any non-transportation-related purpose. Accordingly, the appropriation or transfer of any revenues generated pursuant to Chapter 1230 for a purpose that is not transportation-related, could result in the expiration of all revenue provisions of Chapter 1230, including in particular authorization for the Regional Fuels Tax, if the General Assembly does not take action to override such sunset provision. The General Assembly has in the past enacted legislation containing similar sunset provisions, has taken action to activate the provision and has simultaneously taken action to override such activation through a "savings clause."

No assurance can be given that the General Assembly will not take action in the future that could activate the sunset provision of Chapter 1230, and no assurance can be given that, if such activation occurs, the General Assembly will take action to override such sunset provision. In such event, it is possible that the rights of bondholders under the Indenture could be impaired without any recourse by either the Trustee or the bondholders.

Economic Conditions Affecting the CROC Fund

The availability of Revenues in the CROC Fund is dependent on a number of economic factors. The revenues consists of the Regional Fuels Tax as described in subsection "Sources of the Revenues" in the section "Commuter Rail Operating and Capital Fund," which may fluctuate based on, among other things, the condition of the economies of the Member Localities, the Commonwealth and the United States, population growth, income and employment levels, levels of tourism, weather conditions, fuel prices, road conditions, and the availability of alternate modes of transportation. There can be no assurance that downturns in any of the numerous factors affecting these revenues will not significantly affect the availability of revenues in the CROC Fund and the ability of NVTC to make timely payments on the 2022 Bonds if the other elements of the Revenues are not available therefor.

Factors that May Impact Collection of Regional Fuels Tax for Deposit into the CROC Funds

Many factors beyond the control of NVTC may adversely affect the level of Revenues in the future. Such factors include, but are not limited to: the possibility of reduction in supplies of motor vehicle fuel or special fuel; imposed or recommended governmental restrictions on the sale and use of such fuels; other governmental activity which indirectly or directly affects the consumption of fuels subject to the Regional Fuels Tax, including increased fuel efficiency standards; voluntary conservation; increases in the cost of motor vehicle fuel and/or special fuels which may result in less usage; reduced fuel consumption by more modern, fuel-efficient vehicles; increased usage of vehicles employing alternate technologies (such as electric cars) which do not consume fuels subject to the Regional Fuels Tax; or any other activities or innovations that result in less use of motor fuels in the future. Investors should note that a component of the Commonwealth's energy policy is the promotion of the use of motor vehicles that utilize alternate fuels.

Fluctuations in Fuel Prices and Fuel Usage May Reduce Revenues

Improved automobile fuel economy, the increased adoption of electric and hybrid vehicles, increases in telecommuting, and the economic and societal impacts of the COVID-19 pandemic have had, and are expected to continue to have, a material adverse effect on fuel tax revenues throughout the United States. In addition, reductions or fluctuations in fuel prices may have a significant effect on the level of Revenues that can be expected in any period from the Regional Fuels Tax.
No Mortgage

Payment of the principal of and interest on the 2022 Bonds is not secured by any deed of trust, mortgage or other lien on any of the Projects (as the term is defined in Appendix A – "Definitions and Summaries of the Indenture and Other Documents") or any portion thereof or any property within the Member Localities.

Limitation on Remedies

The remedies available to the Owners upon a default under the Indenture are in many respects dependent upon judicial action, which is often subject to discretion and delay under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code. The various legal opinions to be delivered concurrently with delivery of the 2022 Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of credits generally, now of hereafter in effect; to usual equity principles which shall limit the specific enforcement under laws of the Commonwealth as to certain remedies; to the exercise by the United States of America of the powers delegated to it by the United States Constitution; and to the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the Commonwealth and its governmental bodies, in the interest of serving an important public purpose.

Loss of Premium Upon Early Redemption

Purchasers of Bonds at a price in excess of their principal amount (that is, as a premium) should consider the fact that the 2022 Bonds are subject to redemption prior to maturity at a redemption price equal to their principal amount plus accrued interest under certain circumstances. See the subsections "Optional Redemption" and "Mandatory Sinking Fund Redemption" in the section "The 2022 Bonds."

No Redemption of Bonds in the Event of Taxability

The 2022 Bonds are not subject to redemption prior to maturity upon the occurrence of an event which has the effect of rendering interest on the 2022 Bonds includable in the gross income of the owners of the 2022 Bonds for purposes of federal income taxation. No provision is made in the Indenture for any increase or other adjustment in the rate of interest payable on the 2022 Bonds in the event of such an occurrence.

Market for the 2022 Bonds

No assurance can be given that a secondary market for the 2022 Bonds will develop following the completion of the offering of the 2022 Bonds.

Cybersecurity

NVTC relies on a technology environment to conduct its operations. As such, NVTC may face multiple cybersecurity threats, including, but not limited to, hacking, viruses, malware, ransomware, and other such attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by NVTC will be completely successful to guard against and prevent cyber threats and attacks. The result of any such attack could impact operations and/or digital networks and the costs of remedying any such damage could be significant. NVTC has not experienced any significant cybersecurity incident to date.
CERTAIN LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the 2022 Bonds will be subject to the approving opinions of McGuireWoods LLP, Richmond, Virginia, Bond Counsel, which will be furnished at the expense of NVTC upon delivery of the 2022 Bonds, substantially in the form of the opinion letter set forth in Appendix D. Bond Counsel's opinions will be limited to matters relating to the authorization and the validity of the 2022 Bonds and to the federal income status of interest on the 2022 Bonds, as described in the section "Tax Matters." Bond Counsel has not been engaged to investigate the financial resources of NVTC, the Commonwealth or the ability to provide for payment of the 2022 Bonds, and Bond Counsel's opinion will make no statement as to such matters or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase the 2022 Bonds.

Certain legal matters will be passed upon for the Underwriter (as hereinafter defined) by their counsel, Kaufman and Canoles, a Profession Corporation, Richmond, Virginia.

TAX MATTERS

Opinion of Bond Counsel – Federal Income Tax Status of Interest

Bond Counsel's opinion regarding the federal income tax status of the interest on the 2022 Bonds will state that, under current law and assuming continuing compliance with the Covenants (as hereinafter defined), interest on the 2022 Bonds (i) is excludable from gross income for purposes of federal income taxation under Section 103 of the Virginia and (ii) is not a specific item of tax preference for the purposes of the federal alternative minimum tax imposed under the Tax Code. See Appendix D - "Form of Bond Counsel Opinion Letter."

Bond Counsel's opinion speaks as of its date, is based on current legal authority and precedent, covers certain matters not directly addressed by such authority and precedent, and represents Bond Counsel's judgment as to the excludability of interest on the 2022 Bonds for federal income tax purposes. Bond Counsel's opinion does not contain or provide any opinion or assurance regarding the future activities of NVTC, PRTC or any other persons or entities or about the effect of future changes in the Code, the applicable regulations, or the interpretation or the enforcement thereof by the Internal Revenue Service (the "IRS") and the courts.

Although Bond Counsel is of the opinion that interest on the 2022 Bonds is excludable from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, 2022 Bonds may otherwise affect the federal tax liability of an owner of the 2022 Bonds. The nature and extent of these other federal tax consequences depend on the owner's particular tax status and levels of other income or deductions. Bond Counsel will express no opinion regarding any such other tax consequences and prospective purchasers of the 2022 Bonds should consult their own tax advisors with respect thereto.

Reliance and Assumptions; Effect of Certain Changes

In delivering its opinion regarding the federal income tax treatment of interest on the 2022 Bonds, Bond Counsel is relying upon certifications of representatives of NVTC, PRTC, the Underwriters, as hereinafter defined, and other persons as to facts material to the opinion, which Bond Counsel has not independently verified.

In addition, Bond Counsel is assuming continuing compliance with the Covenants by NVTC and PRTC. The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied after the issuance of the 2022 Bonds in order for interest on the 2022 Bonds to be and remain excludable from gross income for purposes of federal income taxation. These requirements include, by way of example and not limitation, restrictions on the use, expenditure and investment of the proceeds of the 2022 Bonds and the use of the property financed or refinanced by the 2022 Bonds, limitations on the source of the payment of and the security for the 2022 Bonds, and the obligation to rebate certain excess earnings on the gross proceeds of the 2022 Bonds to the United States Treasury. The tax compliance agreement for the 2022 Bonds contains covenants (the "Covenants") under which NVTC and PRTC have agreed to comply with such requirements. Failure by NVTC or PRTC to comply with the Covenants could cause interest on the 2022 Bonds to become includable in gross income for federal income tax purposes retroactively to their date of issue. If such a failure were to occur, the available enforcement remedies may be limited by applicable provisions of law and, therefore, may not be adequate to prevent interest on the 2022 Bonds from becoming includable in gross income for Federal income tax purposes.
Bond Counsel has no responsibility to monitor compliance with the Covenants after the date of issue of the 2022 Bonds.

Certain requirements and procedures contained, incorporated or referred to in the tax compliance agreement, including the Covenants, may be changed and certain actions may be taken or omitted subject to the terms and conditions set forth in such agreement. Bond Counsel expresses no opinion concerning any effect on the excludability of interest on the 2022 Bonds from gross income for federal income tax purposes of any such subsequent change or action that may be made, taken or omitted upon the advice or approval of counsel other than Bond Counsel.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral federal income tax matters with respect to the 2022 Bonds. It does not purport to address all aspects of federal taxation that may be relevant to a particular owner thereof. Prospective purchasers of the 2022 Bonds, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal tax consequences of owning or disposing of the 2022 Bonds.

Prospective purchasers of the 2022 Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers including, without limitation, banks and other financial institutions, certain insurance companies, dealers in tax-exempt obligations, certain corporations (including S corporations and foreign corporations), certain foreign corporations subject to the "branch profits tax," individual recipients of Social Security or Railroad Retirement benefits, owners of an interest in a financial securitization trust, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers attempting to qualify for the earned income tax credit.

Original Issue Discount

2022 Bonds purchased in the initial public offering with yields higher than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "original issue discount." Each such 2022 Bond is referred to below as an "OID Bond." The excess of (i) the stated amount payable at the maturity (excluding qualified stated interest) of any OID Bond over (ii) the issue price of the OID Bond as determined under Section 1273 of the Code (which may differ from the price shown on the inside front cover page of this Official Statement) constitutes the amount of original issue discount, which is treated in the same manner as interest on the 2022 Bonds for federal income tax purposes.

The Code provides that the amount of original issue discount accrues in accordance with a constant interest method based on the compounding of interest. In the case of an original owner of an OID Bond, the amount of original issue discount that is treated as having accrued on such OID Bond is added to the owner's adjusted basis in determining, for federal income tax purposes, gain or loss upon the disposition of the OID Bond (including its sale, redemption or payment at maturity). The amounts received upon such disposition that are attributable to accrued original issue discount will be excludable from the gross income of the owner for federal income tax purposes.

The accrual of original issue discount and its effect on the redemption, sale or other disposition of OID Bonds that are not purchased in the initial public offering may be determined according to rules that differ from those described above.

In addition, original issue discount that accrues in each year to an owner of an OID Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed in this section. Consequently, the owner of an OID Bonds should be aware that the accrual of original issue discount in each year may result in additional distribution requirements or other collateral federal income tax consequences although such owner has not received cash attributable to such original issue discount in such year.

Prospective purchasers of OID Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the original issue discount accrued upon sale or redemption of such OID Bonds (including OID Bonds not purchased in the initial public offering) and with respect to the state and local tax consequences of owning OID Bonds.
Original Issue Premium

2022 Bonds purchased in the initial public offering with yields lower than their applicable interest rates, as shown on the inside cover page hereof, have been sold with "bond premium." Each such 2022 Bond is referred to below as an "OIP Bond." The excess of (i) the owner's basis in the OIP Bond immediately after acquisition over (ii) the amount payable at maturity (excluding qualified stated interest) as determined under Section 171 of the Code constitutes the amount of the bond premium. Under the Code, the bond premium is amortized based on the owner's yield over the remaining term of the OIP Bond (or, in the case of certain callable OIP Bonds, to an earlier call date that results in a lowest yield on the OIP Bond). The owner of an OIP Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period against the bond premium allocable to that period. No deduction is allowed for such amortization of bond premium even though the owner is required to decrease the adjusted basis in the owner's OIP Bond by the amount of the amortizable bond premium, which will result in an increase in the gain (or decrease in the loss) recognized for federal income tax purposes upon a sale or disposition of the OIP Bond prior to its maturity.

Prospective purchasers of any OIP Bonds should consult their own tax advisors regarding the treatment of bond premium for federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, sale, exchange, or other disposition of, and amortization of bond premium on, such OIP Bonds.

Information Reporting and Backup Withholding

Prospective purchasers should be aware that the interest on the 2022 Bonds is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. In addition, interest on the 2022 Bonds may be subject to backup withholding if the interest is paid to an owner who or which (i) is not an "exempt recipient" and (ii) (A) fails to furnish an accurate U.S. taxpayer identification number in the manner required, (B) has been notified of a failure to report all interest and dividends required to be shown on federal income tax returns or (C) fails to certify under penalty of perjury that the owner is not subject to withholding. Individuals generally are not exempt recipients, although corporations and other entities generally are.

The reporting and backup withholding requirements do not in and of themselves affect the excludability of interest on the 2022 Bonds from gross income for federal income tax purposes, and amounts withheld under the backup withholding rules may be refunded or credited against the owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS.

Internal Revenue Service Audits

The IRS has established a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the 2022 Bonds, the IRS will, under its current procedures, treat NVTC as the taxpayer. As such, the beneficial owners of the 2022 Bonds will have only limited rights, if any, to participate in the audit or any administrative or judicial review or appeal thereof. Any action of the IRS, including but not limited to the selection of the 2022 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the marketability or market value of the 2022 Bonds.

Opinion of Bond Counsel – Virginia Income Tax Consequences

In accordance with Section 33.2-1920 of the Virginia Code, the transfer the 2022 Bonds and the income from the 2022 Bonds, including the interest thereon, any profit made on their sale, is exempt from taxation by the Commonwealth and by any governmental subdivision thereof. Bond Counsel will express no opinion regarding (i) other tax consequences arising with respect to the 2022 Bonds under the laws of the Commonwealth or (ii) any consequences arising with respect to the 2022 Bonds under the tax laws of any state or local jurisdiction other than the Commonwealth and its governmental subdivisions. Prospective purchasers of the 2022 Bonds should consult their own tax advisors regarding such other Virginia tax consequences or the tax status of interest on the 2022 Bonds in a particular state or local jurisdiction other than the Commonwealth.

Changes in Federal and State Tax Law and Regulations

Legislation affecting tax-exempt obligations is regularly considered by the U.S. Congress and various state legislatures. Such legislation may affect changes in federal or state income tax rates and the application of federal or
state income tax laws (including the substitution of another type of tax) or may repeal or reduce the benefit of the excludability of interest on the tax-exempt obligations from gross income for federal or state income tax purposes.

The U.S. Department of the Treasury and the IRS and state regulatory authorities are continuously drafting regulations and other guidance to interpret and apply the provisions of the Code and state law. Proceedings affecting tax-exempt obligations may be filed in federal or state courts at any time. Such guidance and the outcome of such court proceedings could modify the federal or state tax treatment of tax-exempt obligations.

There can be no assurance that legislation proposed or enacted after the date of issue of the 2022 Bonds, regulatory interpretation of the Code, or state laws or actions by a court involving either the 2022 Bonds or other tax-exempt obligations will not have an adverse effect on the 2022 Bonds' federal or state tax status, marketability or market price or on the economic value of the tax-exempt status of the interest on the 2022 Bonds.

Prospective purchasers of the 2022 Bonds should consult their own tax advisors regarding the potential consequences of any such proposed or pending federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

**LEGALITY FOR INVESTMENT**

The 2022 Bonds are securities in which all public officers and bodies of the Commonwealth and its governmental subdivisions and all insurance companies, trust companies, banks, banking associations, investment companies, executors, administrators, trustees, and other fiduciaries may properly and legally invest funds, including capital in their control or belonging to them.

No representation is made as to the eligibility of the 2022 Bonds for investment or for any other purpose under the laws of any other state.

**LITIGATION**

There is no litigation now pending or threatened to restrain or enjoin the issuance, sale, execution or delivery of the 2022 Bonds or in any way contest or affect the validity of the 2022 Bonds, any proceeding of NVTC taken with respect to their issuance or sale, or any appropriation of funds to pay debt service on the 2022 Bonds.

**CONTINUING DISCLOSURE**

*Rule 15c2-12 in General.* Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), prohibits an underwriter from purchasing or selling municipal securities unless it has determined that the issuer of such securities and/or other persons deemed to be materially "obligated persons" (hereinafter referred to as "MOPs" and each, a "MOP") have committed to provide (i) on an annual basis, certain financial information, including when and if available audited financial information and operating data ("Annual Reports"), to the Municipal Securities Rulemaking Board (the "MSRB") via the MSRB's Electronic Municipal Market Access system ("EMMA"), the internet address of which is http://emma.msrb.org/, or any successor system and (ii) notice of various events described in Rule 15c2-12 ("Event Notices"), to the MSRB.

As summarized in Appendix E, NVTC will undertake to provide, for the benefit of the holders of the 2022 Bonds, to provide to the MSRB (i) Annual Reports with respect to itself as issuer and (ii) Event Notices as required. NVTC has not previously undertaken to provide continuing disclosure.

**RATINGS**

Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") assigned the 2022 Bonds ratings of Aa1 and AA, respectively.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time. Such ratings reflect only the respective views of such organizations. Reference should be made to the individual rating agency for a fuller explanation of the significance of the rating assigned by such rating agency. There is no assurance that the ratings will remain in effect for any given period of time or that they will not be revised downward or withdrawn entirely by any of the rating agencies if, in the judgment of the rating agency,
circumstances so warrant. Any such downward revision or withdrawal of ratings may have an adverse effect on the market price of the 2022 Bonds.

**UNDERWRITING**

The 2022 Bonds are being purchased by the Underwriters pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") between NVTC and __________, as representative of the Underwriters. The Bond Purchase Agreement sets forth the obligation of the Underwriters to purchase the 2022 Bonds at an aggregate purchase price of $________ (representing the sum of the $________ par amount of the 2022 Bonds, plus net original issue premium of $_________, less an underwriting discount of $________ on such Bonds) and is subject to certain terms and conditions, including the approval of certain legal matters by counsel. The Bond Purchase Agreement provides that the Underwriters will purchase all of the 2022 Bonds if any are purchased. The Underwriters may offer and sell the 2022 Bonds to certain dealers (including dealers depositing the 2022 Bonds into investment trusts) and others at prices different from the public offering prices stated on the cover page of this Official Statement. The public offering prices may be changed from time to time at the discretion of the Underwriters.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for NVTC for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of NVTC.

BofA Securities, Inc., an Underwriter of the 2022 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("Merrill"). As part of this arrangement, BofA Securities, Inc. may distribute securities to Merrill, which may in turn distribute such securities to investors through the financial advisor network of Merrill. As part of this arrangement, BofA Securities, Inc. may compensate Merrill as a dealer for their selling efforts with respect to the 2022 Bonds.

**FINANCIAL ADVISOR**

NVTC and PRTC have retained PFM Financial Advisors LLC, Arlington, Virginia, as financial advisor (the "Financial Advisor") in connection with the issuance of the 2022 Bonds. Although the Financial Advisor assisted in the preparation and review of this Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement. The Financial Advisor is not engaged in the business of underwriting municipal securities.

**MISCELLANEOUS**

The foregoing summaries or descriptions of provisions in the Act, the Indenture, the 2022 Bonds and the Master Agreement and all references to other materials not purporting to be quoted in full are only brief outlines of certain provisions thereof and do not constitute complete statements of such documents or provisions. Reference is hereby made to the complete documents relating to such matters for further information, copies of which may be obtained from the office of NVTC.

So far as any statements made in this Preliminary Official Statement involve matters of opinion or of estimates, whether or not expressly stated, they are set forth as such and not as representations of fact. No representation is made that any of the statements will be realized. Neither this Preliminary Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the holder of the 2022 Bonds.
The purpose of this Preliminary Official Statement is to supply information to prospective buyers of the 2022 Bonds. All quotations from and summaries and explanations of laws contained in this Preliminary Official Statement do not purport to be complete and reference is made to such laws for full and complete statements of their provisions.

NVTC has deemed this Preliminary Official Statement final as of its date within the meaning of Rule 15c2-12, except for the omission of certain information permitted to be omitted under Rule 15c2-12.

The distribution of this Preliminary Official Statement has been duly authorized by NVTC.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ________________________________

Canek Aguirre, Chairman
DEFINITIONS AND SUMMARIES OF THE INDENTURE AND OTHER DOCUMENTS
DEFINITIONS

In addition to the terms previously defined in this Official Statement, the following words used in this Appendix A will have the following meanings unless a different meaning clearly appears from the context:

"Account" means any account established in a Fund with respect to a Related Series of Bonds or otherwise pursuant to the terms of the Master Indenture or any Supplemental Indenture.

"Accreted Value" means with respect to Capital Appreciation Bonds of any Series, the amount set forth in the Related Series Supplement as the amount representing the initial public offering price plus the accreted and compounded interest on such Bonds as of any point in time.

"Agency Obligations" means senior debt obligations of U.S. government-sponsored agencies that are not backed by the full faith and credit of the U.S. government, including, but not limited to, Federal Home Loan Mortgage Corporation debt obligations, Farm Credit System consolidated system wide bonds and notes, Federal Home Loan Banks consolidated debt obligations, Federal National Mortgage Association debt obligations, Student Loan Marketing Association debt obligations, Resolution Funding Corporation debt obligations, and U.S. Agency for International Development guaranteed notes.

"Amortization Requirement" as applied to any Term Bonds of any maturity for any Bond Year, means the principal amount or amounts fixed by, or computed in accordance with the terms of, the Related Series Supplement for the retirement of such Term Bonds by mandatory purchase or redemption on the Principal Payment Date or Dates established by such Series Supplement.

"Annual Budget" means the administrative expense budget of NVTC for any Fiscal Year as adopted by NVTC, as it may be amended from time to time throughout such Fiscal Year.

"Assignment and Payment Agreement" means the Assignment and Payment Agreement between NVTC and PRTC dated as of June 1, 2022.

"Assumed Debt Service" means for any Fiscal Year the aggregate amount of principal and interest which would be payable on all Bonds if each Excluded Principal Payment were amortized on a substantially level debt service basis or other amortization schedule provided by NVTC for a period commencing on the date of calculation of such Assumed Debt Service and ending on the earlier of (i) the date specified by NVTC or (ii) 39 years from the date of calculation, such Assumed Debt Service to be calculated on a level debt service basis or other amortization schedule provided by NVTC, based on a fixed interest rate equal to the rate at which NVTC could borrow for such period, as expressed in an Officer's Certificate (which shall be based upon the opinion of NVTC's financial advisor or of a third party consultant reasonably acceptable to the Trustee).

"Bankruptcy Law" means Title 11 of the United States Code, as it is amended from time to time and any successor to or replacement of such Title and any other applicable federal or state bankruptcy, insolvency or other similar law.

"Bond" or "Bonds" means any or all NVTC Debt issued pursuant to Article V, but excludes Subordinate Obligations.

"Bond Counsel" means (i) McGuireWoods LLP or (ii) other counsel selected by NVTC which is nationally recognized as experienced in matters relating to obligations issued or incurred by states and their political subdivisions.

"Bond Credit Facility" means a line of credit, letter of credit, standby bond purchase agreement, municipal bond insurance or similar credit enhancement or liquidity facility established to provide credit or liquidity support for all or any portion of a Series of Bonds as provided in the Related Series Supplement.
"Bond Credit Provider" means, as to all or any portion of a Series of Bonds, the Person providing a Bond Credit Facility, as designated in the Related Series Supplement in respect of such Bonds.

"Business Day" means any day on which commercial banking institutions generally are open for business in New York and Virginia.

"Capital Appreciation Bonds" means Bonds the interest on which is compounded and accumulated at the rates and on the dates set forth in the Related Series Supplement and is payable upon redemption or on the maturity date of such Bonds or on the date, if any, upon which such Bonds become Current Interest Bonds.

"Commonwealth" means the Commonwealth of Virginia.

"Contributing Jurisdictions" means, collectively, the County of Arlington and the City of Alexandria any other localities which may be added in such capacity under an amendment to the Master Agreement.

"Cost of Issuance Fund" means the Cost of Issuance Fund established with respect to a Series of Bonds.

"CROC Fund" means the Commuter Rail Operating and Capital Fund as established under § 33.2-3500 of the Virginia Code, which consists of funds deposited therein pursuant to § 58.1-2299.20 of the Virginia Code and such other funds as may be set forth by the General Assembly in a general appropriations act or allocated by the Commonwealth Transportation Board.

"Current Interest Bonds" means Bonds the interest on which is payable currently on the Interest Payment Dates provided therefor in the Related Series Supplement.

"Custodian" means a bank or trust company that is (i) organized and existing under the laws of the United States or any of its states and (ii) selected by NVTC and acceptable to the Trustee.

"Debt Service Fund" means the Debt Service Fund established with respect to a Series of Bonds.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established with respect to a Series of Bonds. No Debt Service Reserve Fund shall secure any Subordinate Obligations.


"Defeased Municipal Obligation Certificates" means evidence of ownership of a proportionate interest in specified Defeased Municipal Obligations, which Defeased Municipal Obligations are held by a Custodian.

"Defeased Municipal Obligations" means obligations of the Commonwealth or any county, city, town, district, authority, agency, political subdivision or other public body of the Commonwealth that are rated in the highest rating category by any Rating Agency, provision for the payment of the principal of and redemption premium, if any, and interest on which has been made by the deposit with a trustee or escrow agent of Government Obligations or Government Certificates, the maturing principal of and interest on which, when due and payable, will along with any cash held by the trustee or escrow agent provide sufficient money to pay the principal of, redemption premium, if any, and interest on such obligations.

"DRPT" means the Virginia Department of Rail and Public Transportation.

"DSRF Credit Facility" means a letter of credit, surety bond or similar credit enhancement facility acquired by NVTC to substitute for cash or investments required to be held in a Debt Service Reserve Fund for any Series of Bonds pursuant to the Related Series Supplement.

"DSRF Credit Provider" means the Person providing a DSRF Credit Facility.
"DSRF Determination Date" means (i) the tenth day after each Interest Payment Date related to the Series of Bonds secured by a Debt Service Reserve Fund, or, if such day is not a Business Day, on the first Business Day thereafter or (ii) any other date set forth in a Series Supplement or an Officer's Certificate for the valuation of a Debt Service Reserve Fund.

"DSRF Requirement" means, with respect to a Debt Service Reserve Fund established for a Series of Bonds, (i) the maximum Principal and Interest Requirements on such Bonds in the then-current or any future Fiscal Year or (ii) such other amount as specified in the Related Series Supplement.

"Escrow Fund" means an escrow fund relating to a Series of Refunding Bonds that may be established pursuant to the Related Series Supplement.

"Event of Default" means any of the events enumerated in the subsection "Events of Default and Remedies Upon Default" below.

"Excluded Interest Payment" means each payment of interest on obligations that NVTC has specified in a Related Series Supplement or in an Officer's Certificate to be payable from or secured by funds or revenues that do not constitute the Revenues.

"Excluded Principal Payment" means each payment of Principal on obligations that NVTC has specified in a Related Series Supplement or in an Officer's Certificate to be payable from or secured by funds or revenues that do not constitute the Revenues.

"Fiscal Year" means the twelve-month period commencing on July 1 of one year and ending on June 30 of the following year.

"Fund" means any fund established pursuant to the terms of the Master Indenture or any Supplemental Indenture.

"Funding Agreement" the Passenger Rail Improvements and Funding Agreement dated March 26, 2021, between NVTC, PRTC and DRPT. DRPT has assigned its rights and duties under the Funding Agreement to VPRA, as amended from time to time.

"GAAP" means generally accepted accounting principles, existing from time to time, as applicable to state and local governmental units.

"Government Certificates" mean certificates representing ownership of United States Treasury bond principal at maturity or interest coupons for accrued periods, which bonds or coupons are held in the capacity of custodian by a Custodian that is independent of the seller of such certificates.

"Government Obligations" means direct obligations of, or obligations the payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America.

"Hedge Agreement" means, without limitation, (i) any contract known as or referred to or which performs the function of an interest rate swap agreement, currency swap agreement, forward payment conversion agreement, or futures contract; (ii) any contract providing for payments based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices; (iii) any contract to exchange cash flows or payments or series of payments; (iv) any type of contract called, or designed to perform the function of, interest rate floors, collars, or caps, options, puts, or calls, to hedge or minimize any type of financial risk, including, without limitation, payment, currency, rate, or other financial risk; and (v) any other type of contract or arrangement that NVTC determines is to be used, or is intended to be used, to manage or reduce the cost of any Bonds, to convert any element of any Bonds from one form to another, to maximize or increase investment return, to minimize investment return risk, or to protect against any type of financial risk or uncertainty.
"Hedge Payments" means amounts payable by NVTC pursuant to any Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

"Hedge Period" means the period during which a Hedge Agreement is in effect and has not been terminated.

"Hedge Receipts" means amounts payable by any Swap Provider pursuant to a related Hedge Agreement, other than termination payments, fees, expenses, and indemnity payments.

"Interest Account" means the Interest Account of a Debt Service Fund.

"Interest Payment Date" means any June 1 or December 1, as the case may be; provided, however, that "Interest Payment Date" may mean, if so provided in a Series Supplement, such other date or dates provided therein or permitted thereby.

"Interest Period" means the period from and including an Interest Payment Date to and including the day before the next Interest Payment Date, except for the first Interest Period for each Series of Bonds will be the period from and including the date specified in the Supplemental Indenture authorizing the Series of Bonds to and including the day before the first Interest Payment Date.

"Interest Requirement" for any Interest Payment Date, as applied to all of the Current Interest Bonds or a portion thereof, means the total of the interest regularly scheduled to become due on such Bonds on such Interest Payment Date. Interest expense shall be excluded from the definition of Interest Requirement to the extent that (i) they constitute Excluded Interest Payments or (ii) proceeds of any Bonds or other funds (including, without limitation, amounts in Related Debt Service Funds or Debt Service Reserve Funds) are held by the Trustee to pay such interest. Unless NVTC shall otherwise provide in a Supplemental Indenture, interest expense on Bond Credit Facilities drawn upon to purchase but not to retire Bonds, to the extent such interest exceeds the interest otherwise payable on such Bonds, shall not be included in the determination of an Interest Requirement.

"Majority Owners" means the Owners of greater than 50% of the aggregate principal amount of the Bonds Outstanding.

"Master Agreement" means the Master Agreement for Provisions of Commuter Rail Services in Northern Virginia – Establishment of Virginia Railway Express dated October 2, 1989, between the Commissions, the Participating Jurisdictions, and Contributing Jurisdictions, as it may be amended from time to time.

"Master Indenture" means the Master Indenture of Trust dated as of June 1, 2022, between NVTC and the Trustee, as the same may be modified, altered, amended and supplemented in accordance with its terms by one or more Series Supplements and other Supplemental Indentures.

"NVTC" or "Authority" means the Northern Virginia Transportation Commission.

"NVTC Debt" means any bonds, notes or other evidences of debt that NVTC is permitted to issue under the Virginia Code.

"NVTC Representative" means (i) any of the Chair, Vice Chair, Executive Director, or Director of Finance of NVTC, (ii) either the Chief Executive Officer or Chief Financial Officer of VRE, or (iii) any other member, officer or employee of NVTC or VRE authorized by resolution of NVTC to perform the act or sign the document in question.

"Officer's Certificate" means a certificate signed by an NVTC Representative and filed with the Trustee, upon which the Trustee may conclusively rely.

"Opinion" or "Opinion of Counsel" means a written opinion of any attorney or firm of attorneys, who or which may be Bond Counsel or counsel for NVTC or the Trustee.
"Optional Tender Bonds" means any Bonds issued under the Master Indenture a feature of which is an option on the part of the Owners of such Bonds to tender to NVTC, or to the Trustee, any Paying Agent or other representative for such Owners, or to an agent of any of the foregoing, all or a portion of such Bonds for payment or purchase.

"Outstanding" when used in reference to the Bonds and as of a particular date, means all such Bonds authenticated and delivered under the Master Indenture except:

(a) Any Bond canceled or required to be canceled by the Trustee at or before such date;

(b) Any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered under the Master Indenture;

(c) Any Bond deemed paid under Article XII of the Master Indenture except that any such Bond shall be considered Outstanding until its maturity or redemption date only for the purpose of actually being paid and for purposes of Articles III and IV and Section 6.1 (or the corresponding provisions of the Related Series Supplement, as the case may be); and

(d) Any Bond not deemed Outstanding under, but only to the extent provided for in, Section 15.2 of the Master Indenture.

"Owner" means the registered owner of any Transportation Bond.

"Participating Jurisdictions" means, collectively, the Counties of Fairfax, Prince William, Spotsylvania, and Stafford and the Cities of Manassas, Fredericksburg and Manassas Park and any other localities which may be added in such capacity under an amendment to the Master Agreement.

"Paying Agent" means any national banking association, state bank, bank and trust company or trust company appointed by NVTC to fulfill the duties of a "paying agent" for the Bonds or any portion thereof as commonly understood in the municipal bond market and meeting the qualifications of, and subject to the obligations of, the Trustee in the Master Indenture. Unless otherwise provided in a Supplemental Indenture, the Trustee shall be the Paying Agent.

"Payment Date" means a date that is an Interest Payment Date or a Principal Payment Date or both.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Principal" or "principal" means (i) with respect to a Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unpaid interest) except when used in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an Event of Default in which case "principal" means the initial public offering price of the Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) and (ii) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of an Amortization Requirement, if applicable, or at maturity.

"Principal Account" means the Principal Account of a Debt Service Fund.

"Principal and Interest Requirements" for any Payment Date or for any period means the sum of the Principal Requirements and the Interest Requirements for such date or such period, respectively.

"Principal Payment Date" means any June 1 upon which the principal amount of any Transportation Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of an Amortization Requirement or such other date or dates as may be provided by the Related Series Supplement.
"Principal Period" means the period from and including a Principal Payment Date to and including the day before the next Principal Payment Date, except the first Principal Period for each Series of Bonds will be the twelve months immediately preceding the first Principal Payment Date unless some other period is specified in the Supplemental Indenture authorizing the Series of Bonds.

"Principal Requirement" means for any Principal Payment Date, as applied to all Bonds or a portion thereof, the total of the principal regularly scheduled to become due on such Principal Payment Date. Principal payments shall be excluded from the definition of Principal Requirement to the extent that proceeds of any such Bonds or other funds are held by the Trustee to pay such Principal.

"Project" means any project or purpose that is eligible for financing with funds disbursed from the CROC Fund under Chapter 35 of Title 33.2 of the Virginia Code or other applicable law.

"Project Fund" means the Project Fund to be established as with respect to a Series of Bonds.

"PRTC" means the Potomac and Rappahannock Transportation Commission.

"Purchase Price" means the purchase price established in any Series Supplement for Optional Tender Bonds as the purchase price to be paid for such Bonds upon an optional or mandatory tender of all or a portion of such Bonds.

"Rating Agency" means, with respect to any Bonds Outstanding, any nationally recognized credit rating agency if and for so long as such rating agency, at the request of NVTC, maintains a rating on such Bonds.

"Rating Confirmation" means written evidence that no rating that has been requested by NVTC and is then in effect from a Rating Agency with respect to a Series of Bonds will be withdrawn, reduced, or suspended solely as a result of an action to be taken hereunder.

"Rebate Amount" means the liability of NVTC under Section 148 of the Tax Code (including any "yield reduction payments") with respect to any Series of Bonds as may be calculated or specified (including with such reserves or error margin as NVTC may deem appropriate) in accordance with the Related Series Supplement or the Related Tax Regulatory Agreement.

"Rebate Fund" means the Rebate Fund to be established with respect to a Series of Bonds.

"Refunding Bonds" shall have the meaning set forth in the subsection "Issuance of Bonds" below.

"Reimbursement Account" means any Reimbursement Account that may be established in a Related Debt Service Fund by a Related Series Supplement and in accordance with this Master Indenture.

"Reimbursement Obligation" means any reimbursement obligations of NVTC for principal or interest drawings on any Bond Credit Facility or DSRF Credit Facility with respect to which moneys in a Debt Service Fund, or Reimbursement Account thereof, are pledged or payable pursuant to the provisions of this Master Indenture or Related Series Supplement.

"Related" means (i) when used with respect to any Fund, Account or Series of Bonds, the Fund, Account or Series of Bonds so authorized, designated or established by this Master Indenture and the Series Supplement authorizing a particular Series of Bonds, (ii) when used with respect to a Series Supplement, Tax Regulatory Agreement or other document contemplated hereunder, such document authorizing or related to a particular Series of Bonds or Supplemental Indenture related thereto and (iii) when used with respect to a Bond Credit Facility, DSRF Credit Facility or Reimbursement Obligation, the Bond Credit Facility or DSRF Credit Facility securing a particular Series of Bonds and the Reimbursement Obligation entered into in connection therewith.

"Residual Fund" means the Residual Fund established under the Master Indenture.
"Revenue Fund" means the Revenue Fund established under the Master Indenture.

"Revenue Stabilization Fund" means the Revenue Stabilization Fund established under the Master Indenture.

"Revenue Stabilization Requirement" means $0 or such other amount as may be specified and changed from time to time pursuant to the Indenture.

"Revenues" means, in any period, (i) all revenues paid or payable to the Commissions or the Trustee from the CROC Fund in accordance with Section 33.2-3500 of the Virginia Code and the Assignment and Payment Agreement, (ii) any other revenues allocated by the Commonwealth Transportation Board or appropriated by the General Assembly in substitution for or in addition to the revenues described in (i), and (iii) any and all other revenues that may be identified as Revenues pursuant to a Supplemental Indenture.

"RSF Valuation Date" means (i) the tenth day after each Interest Payment Date, or, if such day is not a Business Day, on the first Business Day thereafter or (ii) any other date set forth in a Series Supplement or an Officer's Certificate for the valuation of the Revenue Stabilization Fund.

"Serial Bonds" means the Bonds of a Series that are stated to mature in semiannual or annual installments and that are so designated in the Related Series Supplement.

"Series" means all of the Bonds of a particular series authenticated and delivered pursuant to the Master Indenture and the Related Series Supplement and identified as such pursuant to such Series Supplement, and any such Bonds of such Series thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Master Indenture and such Series Supplement, regardless of variations in lien status, maturity, interest rate, sinking fund installments or other provisions.

"Series Supplement" means a Supplemental Indenture providing for the issuance of a Series of Bonds, as such Series Supplement may be modified, altered, amended and supplemented by a Supplemental Indenture in accordance with the provisions of the Master Indenture.

"SIFMA" means the Securities Industry and Financial Markets Association and its successors.

"SIFMA Swap Index" means, on any determination date, the rate calculated, on the basis of the seven day high grade market index comprised of tax exempt variable rate demand obligation reset rates, by Bloomberg (or successor organizations) and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA as the SIFMA Municipal Swap Index on such date.

"Subordinate Debt Service Fund" means a Subordinate Debt Service Fund established for a series or issue of Subordinate Obligation as described in Section 7.1 of the Master Indenture.

"Subordinate Obligations" means any other NVTC Debt that is made specifically subordinate as to payment and security to the Bonds.

"Supplemental Indenture" means any indenture supplementary to or amendatory of the Master Indenture or any Supplemental Indenture or Series Supplement now or hereafter duly executed and delivered in accordance with the provisions of the Master Indenture, including a Series Supplement.

"Swap Provider" means, with respect to a Hedge Agreement, the Person that is identified in such agreement as the counterparty to, or contracting party with, NVTC.

"Swap-Related Bonds" means all or any portion of Bonds with respect to which NVTC has entered into a Hedge Agreement identified as relating to such Bonds, whether or not such Hedge Agreement constitutes a "qualified hedge" under the Tax Code.
"Tax Code" means the Internal Revenue Code of 1986, as amended, as in effect upon the issuance of and thereafter applicable to any Series of Bonds and the regulations of the U.S. Department of the Treasury promulgated thereunder as in effect upon the issuance of and thereafter applicable to such Bonds.

"Tax Regulatory Agreement" means, with respect to any Series of Bonds, the Tax Certificate and Regulatory Agreement, dated the date of the issuance of the Related Series of Bonds, or similar document entered into by NVTC for the benefit of the Owners of the Bonds of such Series, as the same may be modified, altered, amended or supplemented pursuant to its terms.

"Term Bonds" means all or some of the Bonds of a Series, other than Serial Bonds, that shall be stated to mature on one or more dates and that are so designated in the Related Series Supplement.

"Trustee" means U.S. Bank Trust Company, National Association, as trustee and its successors serving in the same capacity under the Master Indenture.

"Variable Rate Bonds" means any Bonds the interest rate on which is not established, at the time such Bonds are issued, at a single numerical rate for the entire term of such Bonds.

"Verification Agent" means (i) a firm of nationally-recognized independent certified public accountants or (ii) any other qualified firm acceptable to NVTC and the Trustee.

"Virginia Code" means the Code of Virginia of 1950, as amended.

"Virginia Code" means the Code of Virginia of 1950, as amended, and any successor provisions of law.

"VPRA" means the Virginia Passenger Rail Authority.

SUMMARY OF THE INDENTURE

The following, in addition to the information presented in the sections "Bonds" and "Sources of Payment and Security for the 2022 Bonds," summarizes certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive and is qualified by reference to the Indenture and any additional supplemental agreements in their entireties, copies of which may be obtained at the office of NVTC. See the section "Miscellaneous."

Establishment of Trust

Security for Bonds. In order to provide for and secure the payment of the principal of and the premium, if any, and interest on the Bonds issued under the Master Indenture, and to secure the performance of all of the obligations of NVTC with respect to such Bonds, the Master Indenture and the Series Supplements, subject to the terms thereof, NVTC has pledged, assigned and granted to the Trustee:

(a) All of the Revenues; and

(b) the Revenue Stabilization Fund;

(c) All other property of any kind mortgaged, pledged or hypothecated to provide for the payment of or to secure the Bonds by NVTC or by anyone on its behalf and with its written consent at any time as and for additional security under the Master Indenture and the Series Supplements in favor of the Trustee, which is authorized to receive all such property at any time and to hold and apply it subject to the terms of the Master Indenture and the Series Supplements.
In order to provide for the payment of the principal of and the premium, if any, and interest on each Series of Bonds issued hereunder, and to secure the performance of all of the obligations of NVTC with respect to such Series, the Master Indenture, and the Related Series Supplement, subject to the terms thereof, NVTC has pledged and granted to the Trustee with respect to such Series (and to such Series only) the money and investments held in the Related Project Fund (if any), Debt Service Fund and Debt Service Reserve Fund (if any).

NVTC's authority to receive any or all of the Revenues is subject to appropriation by the General Assembly, and neither the General Assembly or NVTC can or will pledge, covenant or agree to impose or maintain at any particular rate or level any of the taxes that are expected to generate substantially all of the Revenues or to maintain the CROC Fund for the benefits of the Owners of the Bonds, the Trustee or any other Person.

**Bond Credit Facility.** Any Bond Credit Facility which is given to secure some, but not all, of the Bonds, together with money drawn or paid under it, will be held by the Trustee solely as security for such Bonds of the Series to which such Bond Credit Facility is Related. Neither such Bond Credit Facility nor any money drawn or paid under it will secure the payment of any other Series of Bonds.

**Issuance of Bonds**

**In General.** NVTC may issue Bonds, subject to the terms and conditions contained in the Master Indenture, for any purpose permitted to be financed from the proceeds of NVTC Debt under the Virginia Code, including without limitation the financing of any Project and the refunding of any Bonds previously issued and Outstanding. Such Bonds may be issued in any form permitted by law, including, but not limited to, Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Optional Tender Bonds, Serial Bonds or Term Bonds or any combination thereof.

NVTC shall not issue or incur any NVTC Debt that will be secured by a pledge of the Revenues or other property pledged by the Master Indenture to the payment of any Series of Bonds, except for such Bonds and Subordinate Obligations.

Subject to the restrictions described in the previous paragraph and the requirements under Section 5.3 of the Master Indenture, NVTC reserves the right in its sole discretion and without the consent of the Trustee or any Owner of any Bond or the holder or owner of any Subordinate Obligation to issue from time to time NVTC Debt for any lawful purpose authorized by the Virginia Code.

**Parity of Bonds.** The Master Indenture constitutes a continuing irrevocable pledge, assignment, and grant of the Revenues and the other property of NVTC pledged as described in the subsection "Establishment of Trust" above to secure payment of the principal of and premium, if any, and interest on all Bonds which may, from time to time, be executed, authenticated and delivered under the Master Indenture. Except as otherwise described herein, all Bonds shall in all respects be equally and ratably secured under the Master Indenture without preference, priority or distinction on account of the time of their authentication, delivery or maturity, so that all such Bonds at any time outstanding under the Master Indenture will have the same right, lien and preference under the Master Indenture with respect to the pledge described in the subsection "Establishment of Trust" above with like effect as if they had all been executed, authenticated and delivered simultaneously. Nothing in the Master Indenture will be construed, however, as (i) requiring that any Bonds bear interest at the same rate or in the same manner, have the same or an earlier or later maturity, have the same Principal or Interest Payment Dates, or be subject to mandatory or optional redemption before maturity on the same basis as any other such Bonds, (ii) prohibiting NVTC from entering into financial arrangements, including any Bond Credit Facility or DSRF Credit Facility, designed to assure that funds will be available for the payment of certain Bonds at their maturity or tender for purchase, or (iii) prohibiting NVTC from pledging funds or assets of NVTC other than those pledged under the Master Indenture or any Supplemental Indenture for the benefit of any Bonds. Subordinate Obligations shall in all respects be junior and subordinate to the Bonds.

**Conditions to the Issuance of Additional Bonds.** Before the issuance and authentication of an additional Series of Bonds, NVTC shall deliver to the Trustee the following principal documents:
(a) An original executed counterpart of the Related Series Supplement which may include provisions (i) authorizing the issuance, fixing the principal amount and setting forth the details of the Bonds of the Series then to be issued, the interest rate or rates and the manner in which such Bonds are to bear interest, the Principal and Interest Payment Dates of such Bonds, the purposes for which such Bonds are being issued, the date and the manner of numbering such Bonds, the series designation, the denominations, the maturity dates and amounts, the Amortization Requirements or the manner for determining such Amortization Requirements, and any other provisions for redemption before maturity; (ii) for Bond Credit Facilities for the Series and for the Funds to be established with respect to the Series of such Bonds as required or authorized under the Master Indenture; (iii) for the application of the proceeds of such Bonds of the Series; (iv) any term or condition necessary or expedient for the issuance of such Bonds constituting Variable Rate Bonds or Optional Tender Bonds, including without limitation, tender and remarketing provisions, liquidity facility provisions and provisions for establishing the variable rate and changing interest rate modes; (v) for the amount, if any, to be deposited into the Related Debt Service Reserve Fund, which will be an amount at least equal to the DSRF Requirement for the 2022 Bonds of the Series then to be issued; and (vi) for such other matters as NVTC may deem appropriate;

(b) A certified copy of each resolution adopted by NVTC authorizing the execution and delivery of the Related Series Supplement, any Related Bond Credit Facility and any Related Reimbursement Obligation and the issuance, sale, execution and delivery of the Series of Bonds then to be issued and evidence of any required approvals by PRTC, the Participating Jurisdictions and the Contributing Jurisdictions;

(c) Original executed counterparts of the Related Tax Regulatory Agreement if required under the Tax Code and any Related Bond Credit Facility and any Related Reimbursement Obligation;

(d) Except for the 2022 Bonds and for any Series of Refunding Bonds, an Officer's Certificate to the effect that during any twelve consecutive months of the twenty-four months preceding the issuance of the Series of Bonds to be issued the Revenues deposited in the Revenue Fund were not less than 2.00 times the maximum annual Principal and Interest Requirements during the current or any future Fiscal Year on the Bonds Outstanding and the Series of Bonds to be issued;

(e) If the Bonds of the Series then to be issued are to be issued to refund Bonds issued and outstanding under the Master Indenture ("Refunding Bonds"):  

1. Evidence satisfactory to the Trustee that NVTC has made provision for the payment or redemption of all of the Bonds to be refunded as required by this Master Indenture and the Related Series Supplements and for the payment of the estimated expenses of NVTC and the Trustee incident to the refunding, including, if applicable, the fees of the Verification Agent and the escrow agent for the Related Escrow Fund; and

2. Either (i) an Officer's Certificate to the effect that, after the issuance of the Refunding Bonds and the provision for the payment of the Bonds to be refunded, the total Principal and Interest Requirements for each Fiscal Year in which there will be Outstanding Bonds of any Series not to be refunded (including the Refunding Bonds to be issued) will not be more than the total Principal and Interest Requirements for each Fiscal Year on all Outstanding Bonds immediately before the issuance of the Refunding Bonds (including the Bonds to be refunded) or (ii) the Officer's Certificate required by subsection (e) above;

(f) An opinion of Bond Counsel to the effect that (i) the Bonds of the Series then to be issued have been duly authorized, (ii) all conditions precedent to the issuance of such Bonds have been fulfilled, (iii) the Related Series Supplement has been duly authorized, executed and delivered by NVTC and complies in all respects with the requirements of the Master Indenture and (iv) the Bonds are valid and
legally binding limited obligations of NVTC and are secured by the Master Indenture and the Related Series Supplement;

(g) An Officer's Certificate to the effect that, as of the date of the delivery of the Bonds of the Series then to be issued, the balance in the Revenue Stabilization Fund will be at least equal to the then-current Revenue Stabilization Requirement and the balance in each Debt Service Reserve Fund will be at least equal to its respective DSRF Requirement;

(h) An Officer's Certificate, dated the date of delivery of the Bonds of the Series then to be issued, to the effect that to the best of the knowledge of the signatory, upon and immediately following such delivery, no Event of Default under this Master Indenture or any Series Supplement with respect to any Series of Bonds Outstanding will have occurred and be continuing;

(i) A written order and authorization to the Trustee on behalf of NVTC, signed by a NVTC Representative, to authenticate and deliver the Bonds of the Series then to be issued to or upon the order of the purchaser or purchasers therein identified upon payment to the Trustee of the purchase price (including accrued interest, if any) of such Series of Bonds; and

(j) Any additional document or instrument specified in a Related Series Supplement.

Subordinate Obligations. Nothing in the Master Indenture shall prohibit or prevent NVTC from authorizing and issuing Subordinate Obligations for any lawful purpose payable from Revenues subject and subordinate to the payment of any Bonds and to the deposits required to be made from Revenues to the Debt Service Funds, the Revenue Stabilization Fund and the Debt Service Reserve Funds or any other Fund or Account established to secure any Bonds, or from securing any Subordinate Obligations and their payment by a lien and pledge of Revenues junior and inferior to the lien on and pledge thereof for the payment and security of the Bonds; provided, however, that such Subordinate Obligations may only be declared immediately due and payable upon the occurrence of a default under it if payment of the Bonds has been accelerated as described in the subsection "Events of Default and Remedies Upon Default" below.

Modification of Certain Definitions. In the case of the following described types of Bonds, the definition of the term "Principal and Interest Requirements" for the purposes of preparing and delivering the Officer's Certificates regarding the coverage of Revenues described above shall be modified as follows:

Optional Tender Bonds. If any of the Outstanding Bonds or additional Bonds of the Series then to be issued constitute Optional Tender Bonds, then the options of the Owners of such Bonds to tender the same for payment prior to their stated maturity or maturities will be disregarded and the Principal and Interest Requirements shall be calculated based on Assumed Debt Service, (ii) if such Bonds also constitute Variable Rate Bonds, NVTC shall also make the adjustments described in the Master Indenture, and (iii) any obligation NVTC may have, other than its obligation on such additional Bonds (which need not be uniform as to all Owners thereof), to reimburse any Person for its having extended a Bond Credit Facility shall be disregarded.

Variable Rate Bonds. Tax-Exempt. If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Variable Rate Bonds the interest on which is or will be excluded from gross income for federal income tax purposes, then the interest rate used in the above-described computations shall be assumed to equal the average of the SIFMA Swap Index for the five years preceding such date of calculation, or such other rate as shall be specified in a Related Series Supplement or in an Officer's Certificate in connection with the issuance of any additional Series of Bonds or any calculation of a DSRF Requirement.

Taxable. If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Variable Rate Bonds the interest on which is or will be included in gross income for federal income tax purposes, then the interest rate used in the above-described computations shall be assumed to equal such rate as shall be specified in a Related Series Supplement or in an
Officer's Certificate in connection with the issuance of any additional Series of Bonds or any calculation of the Reserve Requirement.

**Swap-Related Bonds.** If any of the Outstanding Bonds or Bonds of the Series then to be issued constitute Swap-Related Bonds, then the Interest Requirements thereon during any Hedge Period and, for so long as the Swap Provider has not defaulted on its payment obligations under the related Hedge Agreement, shall be calculated by adding (i) the amount of interest payable by NVTC on such Swap-Related Bonds determined pursuant to the terms of (a)(1) and (a)(2)(A) or (B) above as applicable, and (ii) the amount of Hedge Payments payable by NVTC pursuant to the Hedge Agreement and subtracting (iii) the amount of Hedge Receipts payable by the Swap Provider to NVTC pursuant to the Hedge Agreement; provided, however, that if the Swap Provider is in default under the related Hedge Agreement, the Interest Requirements on the Swap-Related Bonds shall be the interest calculated as if such Hedge Agreement had not been executed. In determining the amount of Hedge Payments or Hedge Receipts that are not fixed throughout the Hedge Period (that is, which are variable), payable or receivable for any future period, such Hedge Payments or Hedge Receipts for any period of calculation (the "Determination Period") shall be computed by assuming that the variables comprising the calculation applicable to the Determination Period are equal to the higher of (i) such variables in effect as of the date of calculation and (ii) the average of the actual variables that were in effect (weighted according to the length of the period during which each such variable was in effect) for the most recent 12-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a 12-month period).

The conversion of Bonds constituting Variable Rate Bonds to bear interest at fixed rate or rates or vice-versa, in accordance with their terms, shall not constitute a new issuance of Bonds under the Master Indenture.

With respect to any Bonds bearing interest that is subject to a direct-pay federal interest subsidy the amounts of which are not otherwise designated as Revenues, the interest rate on such Bonds shall be assumed to be the rate net of such interest subsidy.

**Records and Accounts; Inspections and Reports**

NVTC will maintain or cause to be maintained proper books of record and account, separate from any of its other records and accounts, showing complete and correct entries of all transactions relating to the Bonds and the Revenues and other money pledged hereunder to secure the Bonds. Such books and records of account will at all times be open to inspection by such agents as may be designated by the Trustee or the Owners of twenty-five percent or more in aggregate Principal amount of Bonds then Outstanding. NVTC will have an annual audit, which will include the receipts and dispositions of the Revenues and other money pledged under the Indenture, made by an accountant or accounting firm within 270 days after the end of each Fiscal Year and shall furnish to the Trustee copies of the audit report as soon as such report is available, which report shall include statements in reasonable detail, certified by the accountant or accounting firm who or which prepared the report. Such report may be part of or incorporated in VRE's annual comprehensive financial report.

**Establishment of Funds and Accounts**

**Permanent Funds.** The Funds listed below have been established under the Master Indenture with respect to all of the Outstanding Bonds and Subordinate Obligations issued under or in accordance with the Master Indenture and NVTC's operations, and the Trustee will hold each such Fund without commingling the monies held therein.

(a) Revenue Fund, held by the Trustee;
(b) Revenue Stabilization Fund, held by the Trustee; and
(c) Residual Fund, to be held by NVTC.
Series-Specific Funds. The Funds listed below will be established with respect to each separate Series of Bonds in the Related Series Supplement, and the Trustee shall hold such Funds without commingling the monies held therein, except that (i) NVTC has the option not to establish a Debt Service Reserve Fund for a Series of Bonds and (ii) NVTC shall hold each Cost of Issuance Fund.

(a) Cost of Issuance Fund;
(b) Project Fund and/or Escrow Fund, as appropriate;
(c) Debt Service Fund; and
(d) Debt Service Reserve Fund, if applicable.

The Master Indenture requires a Subordinate Debt Service Fund to be established with respect to series or issue of Subordinate Obligation, and the Trustee shall hold each such Fund without commingling the monies held therein.

NVTC may direct that a Debt Service Fund and/or Debt Service Reserve Fund established for a Series of Bonds will also provide for the payment of and/or secure any Refunding Bonds issued to refund such Series in whole or in part.

Certain Special Funds. The Master Indenture permits NVTC to establish with the Trustee or an escrow agent satisfactory to the Trustee in connection with the issuance of any Series of Refunding Bonds an Escrow Fund to provide for the application and investment of the portion of the proceeds of such Series to be used to refund the refunded Bonds. Such Escrow Fund shall be established under or in accordance with the Related Series Supplement.

NVTC may establish with the Trustee in connection with the incurrence of any Reimbursement Obligation a Reimbursement Account in any Related Debt Service Fund. Amounts held for the credit of any Reimbursement Account shall be paid out by the Trustee as necessary to enable NVTC to meet its obligations constituting Reimbursement Obligations.

Revenue Fund and Flow of Funds

Revenue Fund Generally. The Revenue Fund itself is not pledged to secure any of the Bonds or the Subordinate Obligations. The Trustee will credit to the Revenue Fund all Revenues immediately upon receipt.

Flow of Funds under the Indenture. Below is a chart that summarizes the flow of funds under the Indenture.
Monthly Transfers from Revenue Fund. At least once each month, not later than the last Business Day of each month, NVTC shall make transfers from the Revenue Fund in the amounts and in the order of priority set forth below:

FIRST: To each Debt Service Fund, ratably, as follows: (i) first, in each Interest Account an approximately equal amount each month during each Interest Period for the Related Series of Bonds such that (after taking into consideration the amount, if any, then on deposit in such Interest Account), on the fifth Business Day immediately preceding the next Interest Payment Date for the Series of Bonds, there will be on deposit in the Interest Account an amount equal to the interest on the Outstanding Bonds of the Series to become due on such Interest Payment Date; provided, however, if on the last Business Day of any month, the required deposit to the Interest Account for that month is not made with respect to any Series of Bonds, the requirement will be cumulative and will be added to the deposit required in each succeeding month until the deposit is made; and (ii) then, in each Principal Account an approximately equal amount each month during the Principal Period for the Related Series of Bonds such that (after taking into consideration the amount, if any, then on deposit in such Principal Account), on the fifth Business Day immediately preceding the next Principal Payment Date for the Series of Bonds, there will be on deposit in the Principal Account an amount equal to the principal and Accreted Value of the Outstanding Bonds of the Series maturing or required to be redeemed on such Principal Payment Date; provided, however; if on the last Business Day of any month, the required deposit to the Principal Account is not made with respect to any Series of Bonds, the requirement will be cumulative and will be added to the deposit required in each succeeding month until the deposit is made;

SECOND: To the Revenue Stabilization Fund the amount, if any, required so that the balance in such Fund shall equal the Revenue Stabilization Requirement;

THIRD: To each Debt Service Reserve Fund, ratably, the amount, if any, required so that the balance in each such Fund shall equal to the respective DSRF Requirement (which shall include the reimbursement of any DSRF Credit Provider for any drawings on a DSRF Credit Facility and the payment of any interest, penalties or fees assessed by the DSRF Credit Provider);
FOURTH: To each Subordinate Debt Service Fund, ratably, the amount, if any, required so that the balance in each such Fund shall equal the amount of principal, if any, and interest due on the Related Subordinate Obligations on the next ensuing payment date; provided that NVTC shall receive a credit against such transfer for the amount, if any, held in a Subordinate Debt Service Fund as capitalized interest or otherwise, together with the investment earnings thereon; and;

FIFTH: To the Residual Fund, the balance remaining in the Revenue Fund.

In the case of Bonds of a Series secured by a Bond Credit Facility, amounts on deposit in the Revenue Fund may be transferred to the Related Debt Service Fund or as the case may be, the Related Reimbursement Account or elsewhere as provided in the Related Series Supplement to reimburse the Bond Credit Provider for amounts drawn under the Bond Credit Facility to pay the principal of and premium, if any, and interest on such Bonds.

*Debt Service Funds.* The Trustee shall promptly deposit the following amounts in each Debt Service Fund:

(a) The amount, if any, of the proceeds of the Related Series of Bonds required by the Related Series Supplement to be deposited in the Debt Service Fund with respect to accrued and/or capitalized interest;

(b) All amounts required to be transferred to the Debt Service Fund from the Revenue Fund as described above;

(c) Any amounts required to be transferred to the Debt Service Fund from the Revenue Stabilization Fund or the Related Debt Service Reserve Fund as provided under the Master Indenture; and

(d) Any other amounts required to be paid to the Debt Service Fund or otherwise made available for deposit therein, including amounts that may be made available from the Residual Fund or pursuant to the Related Series Supplement.

The Trustee shall pay out of each Debt Service Fund ratably the Paying Agent for the Related Series of Bonds (i) on each Interest Payment Date, the amount required for the payment of interest on such Bonds then due, (ii) on any redemption date, the amount required for the payment of accrued interest on such Bonds to be redeemed, unless the payment of such accrued interest shall be otherwise provided for, and such amounts shall be applied by the Paying Agent, as applicable, to such payment, and (iii) the accrued interest included in the Purchase Price of any such Bonds of the Related Series purchased for retirement pursuant to the Master Indenture, and such amounts will be applied by the Paying Agent to such payments.

The Trustee shall pay out of each Debt Service Fund to the Paying Agent for the Related Series of Bonds on each Principal Payment Date and redemption date for such Bonds, the amounts then required for the payment of such principal or redemption price, and such amounts shall be applied by the Paying Agent to such payments.

*Revenue Stabilization Fund.* Except as provided below, the Trustee will apply the balance in the Revenue Stabilization Fund ratably to cure deficiencies in the Debt Service Funds before any amounts in the Debt Service Reserve Funds are used for such purpose.

Notwithstanding the foregoing, the Trustee will apply amounts in the Revenue Stabilization Fund to pay the Rebate Amount with respect to any Series of Bonds if so directed in an Officer's Certificate and such other costs related to administering the Indenture and the Outstanding Bonds as may be specified in a Supplemental Indenture.

NVTC will from time to time cause an NVTC Representative to assess the adequacy of the Revenue Stabilization Requirement under the then-current experience of the timeliness, frequency and amounts of the transfers of funds from the CROC Fund and the need to pay the Rebate Amount with respect to each Series of Bonds for which a Rebate Amount is or may be owed. If at any time, such NVTC Representative determines in his or her judgment that the amount of the Revenue Stabilization Requirement should be changed, he or she will provide to the Trustee an Officer's Certificate setting forth the amount of the new Revenue Stabilization Requirement and the date
on which the new Revenue Stabilization Requirement will take effect. If the Revenue Stabilization Requirement is to be reduced, the Officer's Certificate will also contain certifications to the effect that as of the date of the Officer's Certificate (i) all required deposits to the various Funds and Accounts established under the Master Indenture and the Supplemental Indentures have been made, (ii) the balance in each Debt Service Reserve Fund is at least equal to its respective DSRF Requirement, (iii) no Event of Default under the Master Indenture or any Series Supplement with respect to any Series of Bonds Outstanding has occurred and is continuing to the best of the knowledge of the signatory, and (iv) the reduction is not expected to materially impair NVTC's ability to make debt service payments on the Bonds or to pay the Rebate Amounts with respect thereto.

On each RSF Valuation Date, the Trustee shall determine if the balance in the Revenue Stabilization Fund is at least equal to the Revenue Stabilization Requirement. In making each such determination, investments in the Revenue Stabilization Fund shall be valued as provided in Section 11.3 of the Master Indenture or as otherwise provided in a Supplemental Indenture. If on any RSF Valuation Date the amount in the Revenue Stabilization Fund (i) is less than the Revenue Stabilization Requirement, the Trustee will promptly notify NVTC of such fact and the amount of the deficiency, or (ii) is greater than the Revenue Stabilization Requirement, the Trustee will promptly notify NVTC of such fact and the amount of the surplus

If the amount in the Revenue Stabilization Fund exceeds the Revenue Stabilization Requirement on any RSF Valuation Date, NVTC may direct the Trustee by an Officer's Certificate to transfer the surplus to the Residual Fund.

Debt Service Reserve Funds. Except as specifically provided below, the amount in each Debt Service Reserve Fund shall be used solely to cure deficiencies in the amount on deposit in the Related Debt Service Fund that may exist after amounts in the Revenue Stabilization Fund have been exhausted. If there are insufficient funds in a Debt Service Fund to pay the principal of and interest on the Related Series of Bonds when due, then the Trustee shall transfer to such Fund the amount of deficiency first from the Revenue Stabilization Fund and then from the Related Debt Service Reserve Fund.

On each DSRF Determination Date, the Trustee will determine if the balance in each Debt Service Reserve Fund is at least equal to the Related DSRF Requirement; provided that if any of the Bonds related to the Debt Service Reserve Fund are Bonds described in "Modifications of Certain Definitions" above, then NVTC will deliver to the Trustee prior to such DSRF Determination Date an Officer's Certificate setting forth the maximum Principal and Interest Requirements on such Bonds determined in accordance with Section 5.4 of the Indenture mutatis mutandis. In making each such determination, investments in each Debt Service Reserve Fund shall be valued as provided in Section 11.3 of the Master Indenture or as otherwise provided in the Related Series Supplement. If on any DSRF Determination Date the amount in any Debt Service Reserve Fund (i) is less than its DSRF Requirement, the Trustee will promptly notify NVTC of such fact and the amount of the deficiency, or (ii) greater than the DSRF Requirement, the Trustee shall promptly notify NVTC of such fact and the amount of the surplus.

Any interest earned from the investment of money in a Debt Service Reserve Fund shall be transferred upon receipt to the Revenue Fund, the Related Debt Service Fund, and/or applied to pay any Rebate Amounts in accordance with the Series Supplements and Tax Regulatory Agreements (as confirmed in an Officer's Certificate) to the extent that such transfer will not cause the balance in the Debt Service Reserve Fund to be less than the Related DSRF Requirement. If on any DSRF Determination Date there exists a surplus in a Debt Service Reserve Fund, the Trustee shall transfer such surplus to the Revenue Fund, the Related Debt Service Fund and/or applied to pay any Rebate Amounts in accordance with the Series Supplements and Tax Regulatory Agreements (as confirmed in an Officer's Certificate); provided, however, that if on any DSRF Determination Date there exists or will exist a surplus in a Debt Service Reserve Fund as the result of the payment at maturity, redemption or defeasance under Article XII of a portion of the 2022 Bonds of the Related Series on or as of such DSRF Determination Date, then the Trustee is authorized to transfer the surplus (including to an Escrow Fund for any such Bonds to be redeemed or defeased) as specified in (i) a Series Supplement (and confirmed in an Officer's Certificate) or (ii) an Officer's Certificate.
In lieu of maintaining and depositing money or securities in a Debt Service Reserve Fund, NVTC may deposit with the Trustee a DSRF Credit Facility in an amount equal to all or a portion of the applicable DSRF Requirement. Any DSRF Credit Facility will permit the Trustee to draw or obtain under it for deposit in the Debt Service Reserve Fund amounts that, when combined with the other amounts in such Fund, are not less than the applicable DSRF Requirement.

The Trustee will make a drawing on or otherwise obtain funds under any DSRF Credit Facility before its expiration or termination (i) whenever money is required for the purposes for which Debt Service Reserve Fund money may be applied and (ii) unless such DSRF Credit Facility has been extended or a qualified replacement for it delivered to the Trustee, in the event NVTC has not deposited immediately available funds equal to the applicable DSRF Requirement at least two Business Days preceding the expiration or termination of such DSRF Credit Facility.

If NVTC provides the Trustee with a DSRF Credit Facility as provided in this subsection, the Trustee will transfer the corresponding amount of funds then on deposit in the applicable Debt Service Reserve Fund to NVTC, provided NVTC delivers to the Trustee (i) an Opinion of Bond Counsel that such transfer of funds will not adversely affect the excludability from gross income for purposes of federal income taxation of interest on any Bonds the interest on which was excludable on the date of their issuance and (ii) NVTC covenants to comply with any directions or restrictions contained in such opinion concerning the use of such funds.

Residual Fund. NVTC will hold the Residual Fund and neither such Fund nor any moneys or investments therein will be pledged to secure the Bonds or the Subordinate Obligations. NVTC may apply the balance credited to the Residual Fund for any lawful purpose, including to cure any deficiency in any of the other Funds or Accounts established under this Master Indenture.

Operation of Certain Series-Specific Funds

Cost of Issuance Funds. NVTC will use the amounts in each Cost of Issuance Fund to pay costs of issuance incurred in connection with the issuance of the Related Series of Bonds.

Project Funds. There will be deposited into each Project Fund such portion of the proceeds of the Related Series of Bonds and other amounts as may be specified in the Related Series Supplement. NVTC shall use the amounts in each Project Fund to finance or refinance the Projects in accordance with the requirements of the Related Series Supplement and Tax Regulatory Agreement.

Permitted Investments and Valuation of Funds

Permitted Investments. Subject to the provisions of any Supplemental Indenture, any amounts held in any Fund or Account established by the Master Indenture or any Supplemental Indenture be separately invested and reinvested by the Trustee, at the request of and as directed in writing by a NVTC Representative, in any investments which are at the time legal investments for public funds of the type to be invested under Virginia law, including without limitation the Investment of Public Funds Act, Chapter 45, Title 2.2, Code of Virginia of 1950; as amended, and the Government Non-Arbitrage Investment Act, Chapter 47 of Title 2.2 of the Virginia Code. Notwithstanding anything to the contrary described herein, NVTC may invest the amounts on deposit in the General Fund to the same extent as provided in Section 33.1-23.03:5 of the Virginia Code for excess funds in the Transportation Trust Fund.

Subject to the provision of any Supplemental Indenture, Investments shall be held by or under the control of the Trustee or NVTC, as the case may be, and while so held shall be deemed a part of the Fund or Account in which the amounts were originally held. The Trustee and NVTC shall sell and reduce to cash a sufficient amount of investments whenever the case balance in any Fund or Account is insufficient for its purposes.

Valuation of Investments. Unless otherwise provided in a Supplemental Indenture, NVTC or the Trustee shall value the investments in each Fund and Account established under this Master Indenture or any Supplemental Indenture and held by it or at its direction as of the last Business Day of each month; provided that, notwithstanding
the foregoing, the Revenue Stabilization Fund shall be valued only on RSF Valuation dates and a Debt Service Reserve Fund shall be valued only on its Reserve Determination Dates.

Unless otherwise provided in a Supplemental Indenture, each such investment shall be valued (i) at amortized cost if the weighted average life of all investments held in the same Fund or Account is five years or less or (ii) at its fair market value or the amortized cost thereof, whichever is lower if the weighted average life of all investments held in the same Fund or Account exceeds five years. A DSRF Credit Facility shall be valued at the amount that the Trustee is authorized to draw thereon to pay debt service on the Series of Bonds secured thereby.

Discharge and Defeasance

Discharge of Indenture. If the following conditions exist:

(a) The principal of any and all of the Series of Bonds and the interest due or to become due thereon together with any redemption premium required by redemption of any of the Bonds prior to maturity shall be paid, or is caused to be paid, or is provided for as described under the heading "Defeasance" below, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds shall have been paid and discharged in accordance with the Indenture, and

(b) All of the covenants, agreements, obligations, terms and conditions of NVTC under the Master Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee, the Bond Registrar and the Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof,

then the right, title and interest of the Trustee in the trust estate granted pursuant the Master Indenture will thereupon cease and the Trustee, on the request of and at the expense of NVTC, shall release the Master Indenture and the trust estate and shall execute such documents to evidence such release as may be reasonably required by NVTC and shall turn over to NVTC, or to such other Person as may be entitled to receive the same, all balances remaining in any Funds and Accounts established hereunder except for amounts required to pay the Bonds.

Provision for Payment of Particular Bonds. If NVTC shall pay or provide for the payment of the entire indebtedness on particular Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and premium, if any, and interest on such Bonds, as and when the same shall become due and payable;

(b) by delivering such Bonds to the Trustee for cancellation; or

(c) by depositing with the Trustee (or an escrow agent acceptable to the Trustee), in trust, cash and/or Defeasance Obligations in such amount as will, together with the income or increment to accrue on such Defeasance Obligations (the "Defeasance Amount"), be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity dates, without consideration of any reinvestment of the Defeasance Amount, as a Verification Agent will verify to the Trustee's satisfaction and if NVTC shall also pay or provide for the payment of all other sums payable hereunder by NVTC with respect to such Bonds, and, if such Bonds are to be redeemed before their maturity, notice of such redemption shall have been given as provided in the Master Indenture (or the corresponding provisions of the Related Series Supplements) or provisions satisfactory to the Trustee shall have been made for the giving of such notice, such Bonds shall cease to be entitled to any lien, benefit or security under the Master Indenture except as described below.

NVTC may at any time surrender to the Trustee for cancellation any Bonds previously authenticated and delivered that NVTC may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired as described above.

Upon such defeasance all rights of NVTC, including its right to provide for optional redemption of such Bonds on dates other than planned pursuant to such defeasance, shall cease unless specifically retained by filing a
written notification thereof with the Trustee on or prior to the date the Defeasance Amount is deposited with the Trustee or escrow agent.

When a Transportation Bond is deemed to be paid as described above, it shall no longer be secured by or entitled to the benefits of the Master Indenture, except for the purposes of any such payment (to the exclusion of all other Owners) from the Defeasance Amount and except for the provisions of payment and redemption provisions of the Master Indenture.

**Events of Default and Remedies Upon Default**

*Events of Default.* The occurrence and continuation of one or more of the following events shall constitute an Event of Default with respect to the Bonds:

(a) default in the payment of any installment of interest in respect of the Bonds of any Series as the same shall become due and payable; or

(b) default in the payment of the principal of or premium, if any, in respect of the Bonds of any Series as the same shall become due and payable either at maturity, upon redemption, or otherwise; or

(c) default in the payment of any Amortization Requirement in respect of any Term Bond as the same shall become due and payable; or

(d) failure on the part of NVTC duly to observe or perform any other of the covenants or agreements on the part of NVTC contained in the Master Indenture, a Series Supplement, a Tax Regulatory Agreement or any Transportation Bond (a "Covenant Event of Default"), subject to the provisions described in the subsection "Notice of Certain Defaults; Opportunity to Cure Such Defaults" below; or

(e) appointment by a court of competent jurisdiction of a receiver for all or any substantial part of the Revenues and the other Funds and Accounts pledged pursuant to the Master Indenture, or the filing by NVTC of any petition for reorganization of NVTC or rearrangement or readjustment of the obligations of NVTC under the provisions of any applicable Bankruptcy Law.

Notwithstanding any other provision of the Master Indenture, failure to pay the principal or any Amortization Requirement of or interest on any Subordinate Obligation will not constitute an Event of Default with respect to any of the Bonds.

NVTC may, pursuant to a Series Supplement, provide for a particular Series of Bonds different or additional Events of Default and remedies upon the occurrence thereof including, but not limited to, Events of Default upon the occurrence of events specified in any agreement entered into in connection with the delivery of a Bond Credit Facility and acceleration of the full principal amount of such Bonds.

*Remedies Upon Default.* If an Event of Default occurs and is continuing, the Trustee may, and upon the written request to the Trustee by the Majority Owners shall, subject to the indemnity requirements of the Master Indenture, by written notice to NVTC, declare the principal of the Bonds and all interest accrued thereon to the date of acceleration to be immediately due and payable.

At any time after such a declaration of acceleration has been made and before the entry of a judgment or decree for payment of the money due, the Trustee may, or the Majority Owners may by written notice to NVTC and the Trustee, and subject to the indemnity requirements of the Master Indenture, direct the Trustee to, rescind and annul such declaration and its consequences if:

(a) there has been paid to or deposited with the Trustee by or for the account of NVTC, or provision satisfactory to the Trustee has been made for the payment of a sum sufficient to pay: (i) all overdue installments of interest on the Bonds; (ii) the principal of, and redemption premium, if any, on any such Bonds which have become due other than by such declaration of acceleration and interest thereon; (iii) to the extent lawful, interest upon overdue installments of interest and redemption premium, if any; and (iv) all sums paid or advanced by the Trustee hereunder, together with the reasonable compensation, expenses,
No such rescission and annulment shall affect any subsequent default or impair any consequent right arising therefrom.

Other Remedies. Upon the occurrence and continuation of an Event of Default, the Trustee may in its discretion, and shall at the written request of the Majority Owners, and having been indemnified as provided in the Master Indenture, pursue any available remedy, at law or in equity, to enforce the payment of the principal of and premium, if any, and interest on such Bonds, to enforce any covenant or condition under the Master Indenture or the Supplemental Indentures or to remedy any Event of Default.

Notwithstanding anything in the Master Indenture or the Supplemental Indentures to the contrary, upon the occurrence and continuation of an Event of Default, the Majority Owners will control and direct all actions of the Trustee in exercising such of the rights and powers conferred by the Master Indenture on the Trustee or the Owners.

So long as any Bonds are Outstanding, no owner or holder of any Subordinate Obligation may exercise any remedy under the Master Indenture or any Supplemental Indenture.

Restriction on Owners' Actions. No Owner will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Master Indenture or any remedy under the Master Indenture or any Supplemental Indenture or the Bonds, unless (i) an Event of Default has occurred and is continuing of which the Trustee has been notified as provided in the Master Indenture, or of which it is deemed to have notice thereunder; (ii) the Majority Owners have been made written request of the Trustee to institute the suit, action, proceeding or other remedy, after the right to exercise the powers or rights of action, as the case may be, has accrued, and have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in the Master Indenture or to institute the action, suit or proceeding in its or their name; (iii) there has been offered to the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred as provided in the Master Indenture; and (iv) the Trustee has not complied with the request within a reasonable time. Such notification, request and offer of indemnity are declared, at the option of the Trustee, to be conditions precedent to the execution of the trusts of the Master Indenture or for any other remedy under the Master Indenture. It is intended that no one or more Owners will have any right to affect, disturb or prejudice the security of the Master Indenture, or to enforce any right under the Master Indenture or the Bonds, except in the manner provided for in the Master Indenture, and that all proceedings at law or in equity will be instituted, had and maintained in the manner provided in the Master Indenture and for the benefit of all Owners. Nothing in the Master Indenture will affect or impair the right of the Owners generally to enforce payment of the Bonds in accordance with their terms.

Power of Trustee to Enforce. All rights of action under this Master Indenture or under any of the Bonds secured by it which are enforceable by the Trustee may be enforced without the possession of any of the 2022 Bonds, or their production at the trial or other related proceedings. Any suit, action or proceedings instituted by the Trustee may be brought in its own name, as trustee, for the equal and ratable benefit of the Owners subject to the provisions of the Master Indenture.

Waiver of Events of Default; Effect of Waiver. The Trustee will waive any Event of Default and its consequences at the written request of the Majority Owners. If any Event of Default with respect to the Bonds has been waived as provided in the Master Indenture, the Trustee will promptly give written notice of the waiver to NVTC and by first class mail, postage prepaid, to all Owners if the Owners had previously been given notice of the Event of Default. No waiver, rescission and annulment will extend to or affect any subsequent Event of Default or impair any right, power or remedy available under this Master Indenture.

Application of Money. Any amounts received by the Trustee following an Event of Default will, after payment of the costs and expenses of the proceedings resulting in the collection of the money, the expenses, liabilities and advances incurred or made by the Trustee and the fees (whether ordinary or extraordinary) of the
Trustee and expenses of NVTC in carrying out the provisions of the Master Indenture, be deposited in an appropriate Account that the Trustee will establish in the Revenue Fund. The amounts in such Fund shall be applied as follows:

**FIRST:** To the payment of the persons entitled to it of all installments of interest then due on the Bonds, in order of the maturity of the installments of such interest and, if the money available is not sufficient to pay in full any particular installment, then ratably, according to the amounts due on such installment, to the persons entitled to it, without any discrimination or privilege;

**SECOND:** To the payment of the persons entitled to it of the unpaid principal or Amortization Requirements of on any of the Bonds which have become due (other than such Bonds matured or called for redemption for the payment of which money is held pursuant to the provisions of the Master Indenture), in the order of their due dates and, if the amount available is not sufficient to pay in full such Bonds due on any particular date, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege;

**THIRD:** To the payment of the persons entitled to it of all installments of interest then due on the Subordinate Obligations, in order of the maturity of the installments of such interest and, if the money available is not sufficient to pay in full any particular installment, then ratably, according to the amounts due on such installment, to the persons entitled to it, without any discrimination or privilege; and

**FOURTH:** To the payment of the persons entitled to it of the unpaid principal or Amortization Requirements of any of the Subordinate Obligations that have become due (other than Subordinate Obligations matured or called for redemption for the payment of which money is held pursuant to the provisions of the Master Indenture), in the order of their due dates and, if the amount available is not sufficient to pay in full such Subordinate Obligations due on any particular date, then ratably, according to the amount of principal due on such date, to the persons entitled to it without any discrimination or privilege.

Whenever money is to be applied as described above, it will be applied at such times, and from time to time, as the Trustee determines, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee applies such money, it will fix the date on which payment is to be made, and interest on the amount of principal to be paid on such date will cease to accrue. The Trustee will give, in such form as it may deem appropriate, notice to the Owners of the fixing of such payment date.

**Notice of Certain Defaults; Opportunity to Cure Such Defaults.** Notwithstanding anything to the contrary in the Master Indenture, no Covenant Event of Default will occur until actual notice of the default is given to NVTC by the Trustee or by the Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds, and NVTC has had (i) 30 days after receipt of the notice with respect to any default in the payment of money or (ii) 90 days after receipt of the notice of any other default to correct the default or to cause the default to be corrected; provided, however, that if the default can be corrected, but cannot within the applicable period, it will not constitute an Event of Default if corrective action is instituted by NVTC within the applicable period and diligently pursued (as determined by the Trustee) until the default is corrected.

**Rights of Bond Credit Provider.** Notwithstanding anything contained in the Master Indenture to the contrary, until NVTC has reimbursed a Bond Credit Provider for amounts paid under a Bond Credit Facility to pay the interest on or the principal of any Bonds on any Payment Date, (i) such Bonds shall be deemed to be Outstanding and such Bond Credit Provider shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Bond Credit Facility until such amounts have been reimbursed and (ii) upon presentation to the Trustee, such Bond shall be registered in the name of the Bond Credit Provider or its nominee.
Amendments and Supplemental Indentures

NVTC and the Trustee may, without the consent of, or notice to, any of the Owners of the Bonds, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions of the Master Indenture or any Supplemental Indenture for any one or more of the following purposes:

(a) To cure or correct any ambiguity, formal defect, omission or inconsistent provision in the Master Indenture or in a Supplemental Indenture;

(b) To grant to or confer on the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred on the Owners or the Trustee or either of them;

(c) To permit the appointment of a co-Trustee or additional Paying Agents under the Master Indenture;

(d) To subject to the lien and pledge of the Master Indenture additional revenues, properties or collateral;

(e) To provide for the issuance of coupon Bonds if authorized under the Related Supplemental Indenture;

(f) To amend certain provisions of the Master Indenture or any Supplemental Indenture in any manner consistent with Sections 103 and 141 through 150 of the Tax Code (or such other sections of the Tax Code as may be applicable to the Bonds) as in effect at the time of the amendment;

(g) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Master Indenture or any Supplemental Indenture, of the Revenues or any other moneys, property or Funds or Accounts;

(h) To modify, amend or supplement the Master Indenture or any Supplemental Indenture as required to permit its qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to permit the qualification of any of the Bonds for sale under the securities laws of any of the states of the United States, and, if NVTC and the Trustee so determine, to add to the Master Indenture or any Supplemental Indenture such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939, as amended, or similar federal statute;

(i) To add to the covenants and agreements of NVTC contained in the Master Indenture or any Supplemental Indenture other covenants and agreements thereafter to be observed for the Owners' protection, including, but not limited to, additional requirements imposed by virtue of a change of law, or to surrender or to limit any right, power or authority therein reserved to or conferred upon NVTC;

(j) To amend, modify or change the terms of any agreements governing any book-entry-only system for any of the Bonds;

(k) To provide for the issuance of additional Series of Bonds (including Refunding Bonds) or any Subordinate Obligations, and to provide for such other related matters as may be required or contemplated by or appropriate under the Master Indenture;

(l) To provide for the issuance of additional Bonds that, as expressed in a finding or determination by NVTC (which shall be stated in the Related Supplemental Indenture, and may be based on an Opinion of Bond Counsel or the written opinion of NVTC's financial advisor), would not materially affect the security for the Outstanding Bonds adversely;

(m) To make any changes necessary to comply with the requirements of a Rating Agency, a Bond Credit Provider, or an DSRF Credit Provider that, as expressed in a finding or determination by NVTC (which shall be stated in the Related Supplemental Indenture, and may be based on an Opinion of
Bond Counsel or the written opinion of NVTC's financial advisor), would not materially adversely affect
the security for the Bonds;

(n) To make any other changes that (i) will have no adverse effect upon the ratings currently
assigned to the Bonds by any Rating Agency, as expressed in a Rating Confirmation or (ii) shall not
prejudice in any material respect the rights of the Owners of such Bonds then Outstanding, as expressed in
a determination or finding by NVTC (which shall be stated in the Supplemental Indenture, and may be
based upon an Opinion of Bond Counsel or the written opinion of NVTC's financial advisor); and

(o) To restate in one document the Master Indenture and all Supplemental Indentures, which
restatement shall then become the Master Indenture for all purposes, effective as of the date of the Master
Indenture with respect to matters set forth therein and as of the date of any Supplemental Indenture
included in the restatement as to matters set forth in any such Supplemental Indenture. Supplemental
Indentures and the Bonds issued thereunder prior to a restatement shall be deemed to relate to the restated
Master Indenture without any further action or amendment.

Exclusive of Supplemental Indentures covered above and subject to the terms and provisions contained in
this Section, the Majority Owners shall have the right from time to time, notwithstanding any other provision of the
Indenture, to consent to and approve the execution by NVTC and the Trustee of such other Supplemental Indenture
or Supplemental Indentures as NVTC shall deem necessary or desirable to modify, alter, amend, add to or rescind,
in any particular, any of the terms or provisions contained in the Master Indenture or in any Supplemental Indenture;
provided, however, that without the consent and approval of the Owners of all of the affected Bonds then
Outstanding nothing in the Master Indenture shall permit, or be construed as permitting (i) an extension of the
maturity of the principal of or the interest on any such Bond, (ii) a reduction in the principal amount of any such
Bond or the rate of interest on it, (iii) a privilege or priority of any such Bond or Bonds over any other such Bond or
Bonds except as otherwise provided herein, or (iv) a reduction in the aggregate principal amount of Bonds required
for consent to such Supplemental Indenture.

If at any time NVTC shall request the Trustee to enter into any such Supplemental Indenture for any of the
purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause
notice of the proposed execution of the Supplemental Indenture to be mailed to each Owner of Bonds then
Outstanding by registered or certified mail to the address of each such Owner as it appears on the registration books
for such Bonds or, if Cede & Co. or other nominee of DTC is the sole Owner, delivered electronically; provided,
however, that failure to give such notice by mailing, or any defect in it, shall not affect the validity of any
proceedings regarding such Supplemental Indenture. Such notice shall briefly state the nature of the proposed
Supplemental Indenture and shall state that copies of it are on file at the Trustee's designated corporate trust office
for inspection by all Owners. If, within six months or such longer period as shall be prescribed by NVTC following
the giving of such notice, the Majority Owners shall have consented to and approved its execution as provided under
this Section, no Owner of any such Bond shall have any right to object to any of the terms and provisions contained
in it, or its operation, or in any manner to question the propriety of its execution, or to enjoin or restrain the Trustee
or NVTC from executing such Supplemental Indenture or from taking any action under its provisions. Upon the
execution of any such Supplemental Indenture as in this Section permitted and provided, the Master Indenture shall
be deemed to be modified and amended in accordance therewith.

Bonds owned or held by or for the account of NVTC or any Person controlling, controlled by or under
common control with NVTC shall not be deemed Outstanding for the purpose of consent or any calculation of
Outstanding Bonds for purposes of entering into Supplemental Indentures. At the time of any such calculation,
NVTC shall furnish the Trustee an Officer's Certificate, upon which the Trustee may rely, describing all such Bonds
so to be excluded.

Anything contained in the Master Indenture to the contrary notwithstanding, NVTC and the Trustee may
enter into any Supplemental Indenture upon receipt of the consent of the Owners of all Bonds then Outstanding.
FINANCIAL STATEMENTS OF VRE FOR THE FISCAL YEAR ENDED
JUNE 30, 2021
CERTAIN DEMOGRAPHIC INFORMATION FOR THE MEMBER LOCALITIES
FORM OF BOND COUNSEL OPINION
SUMMARY OF CONTINUING DISCLOSURE UNDERTAKING
The following is a summary of the continuing disclosure undertaking made by NVTC under the First Supplemental Indenture for the benefit of the holders of the 2022 Bonds. Unless otherwise defined, each capitalized term used herein has the meaning given it in this Official Statement.

**Annual Disclosure**

(a) "Annual Disclosure" means the following financial information or operating data:

(i) audited financial statements of the VRE, prepared in accordance with generally accepted accounting principles; and

(ii) the data of the type described in the tables set forth in the sections of the NVTC’s Official Statement entitled "COMMUTER RAIL OPERATING AND CAPITAL FUND – Regional Fuels Tax Rate Schedule" and "HISTORICAL REGIONAL FUELS TAX REVENUES";

(iii) a change in the Revenue Stabilization Fund Requirement accompanied by an explanatory statement of NVTC as to the reasons for such change and the expected uses of any amounts to be released from the Revenue Stabilization Fund due to such change;

(iv) to the extent funds other than the Regional Fuels Tax Revenues are appropriated with respect to the CROC Fund, information detailing the amount and the source(s) of such other funds appropriated by the General Assembly;

(v) any statutory change to Virginia Code 58.1-2299.20(A)(1);

(vi) annual debt service coverage on the 2022 Bonds and any other obligations issued under the Indenture or payable from the Revenues.

(b) NVTC shall provide annually the Annual Disclosure on or before March 31, commencing with financial information or operating data for the fiscal year ended June 30, 2023, to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB.

(c) Any Annual Disclosure may be included by specific reference to other documents available to the public on the MSRB's internet web site or previously filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

(d) NVTC shall provide in a timely manner to the MSRB, in an electronic format as prescribed by the MSRB, notice specifying any failure of NVTC to provide the Annual Disclosure by the date specified.

**Event Disclosure**

NVTC shall provide, or cause to be provided through the Dissemination Agent, to the MSRB, notice of the occurrence of any of the following events that may from time to time occur with respect to the 2022 Bonds, such notice to be given in a timely manner not in excess of 10 business days after the occurrence of the event:

(a) principal and interest payment delinquencies;

(b) non-payment related defaults, if material;

(c) unscheduled draws on debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancement maintained with respect to the 2022 Bonds reflecting financial difficulties;

(e) substitution of credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 – TEB) or other material notices or
determinations with respect to the tax status of the 2022 Bonds, or other material events affecting the tax status of the 2022 Bonds;

(g) modifications to rights of the Owners of the 2022 Bonds, if material;

(h) bond calls, if material, and tender offers;

(i) defeasance of all or any portion of the 2022 Bonds;

(j) release, substitution, or sale of property securing repayment of the 2022 Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of NVTC;

(m) the consummation of a merger, consolidation, or acquisition involving NVTC or the sale of all or substantially all of the assets of NVTC, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material;

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a Financial Obligation (as defined below) of NVTC, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of NVTC, any of which affect security holders, if material. "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of a payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of NVTC, any of which reflect financial difficulties.

Format of Disclosure

All documents provided to the MSRB pursuant to the requirements of the Rule shall be accompanied by identifying information as prescribed by the MSRB.

Termination

The obligations of NVTC will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of such Bonds.

Amendment

NVTC may modify its continuing disclosure obligations without the consent of the underwriters of the 2022 Bonds or Owners of any of the 2022 Bonds, provided that the undertaking as so modified complies with the Rule as it exists at the time of modification. NVTC shall within a reasonable time thereafter send to the MSRB a description of such modification(s).

Defaults

(a) If NVTC fails to comply with any covenant or obligation regarding its continuing disclosure undertaking, any holder (within the meaning of the Rule) of Bonds then Outstanding may, by notice to NVTC, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of such covenant or obligation.

(b) Notwithstanding anything in the First Supplemental Indenture to the contrary, any failure of NVTC to comply with any covenant or obligation regarding its continuing disclosure undertaking (i) is not an event
of default under the 2022 Bonds or the Indenture and (ii) does not give rise to any right or remedy other than that described in paragraph (a) above.

Additional Disclosure

NVTC may from time to time disclose certain information and data in addition to that described in this Appendix E. Notwithstanding anything in the Indenture to the contrary, NVTC has no obligation to continue to provide, or to update, such additional information or data.

Dissemination Agent

NVTC may, in its discretion, from time to time appoint or engage an entity to serve as Dissemination Agent to assist NVTC in fulfilling its covenants and obligations regarding its continuing disclosure undertaking.
BOOK-ENTRY ONLY SYSTEM
The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the 2022 Bonds, payments of principal, premium, if any, and interest on the 2022 Bonds to DTC, its nominee, Direct Participants, Indirect Participants, or Beneficial Owners, each as hereinafter defined, confirmation and transfer of beneficial ownership interests in the 2022 Bonds and other bond-related transactions by and between DTC, Direct Participants, and Indirect Participants and Beneficial Owners is based solely on information furnished by DTC.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the 2022 Bonds. The 2022 Bonds will be issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the 2022 Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of 2022A Bond certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2022 Bond ("Beneficial Owner") is in turn to be recorded on the records of Direct Participants and Indirect Participants, as applicable. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant, as applicable, through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2022 Bonds are to be accomplished by entries made on the books of Direct Participants and/or Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2022 Bonds, except in the event that use of the book-entry system for the 2022 Bonds is discontinued.

To facilitate subsequent transfers, all 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2022 Bonds; DTC's records
reflect only the identity of the Direct Participants to whose accounts such 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct Participants and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the 2022 Bonds within a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an omnibus proxy (an "Omnibus Proxy") to NVTC as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and payments on the 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from NVTC or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct Participants and/or Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct Participant or Indirect Participant, as applicable, and not of DTC, the Trustee, or NVTC, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of NVTC or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct Participants and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2022 Bonds at any time by giving reasonable notice to NVTC or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2022 Bond certificates are required to be printed and delivered.

NVTC may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2022 Bond certificates will be printed and delivered to DTC.

The foregoing information in this Appendix concerning DTC and DTC's book-entry system has been obtained from sources that NVTC believes to be reliable, but NVTC takes no responsibility for the accuracy thereof.

NEITHER NVTC, THE TRUSTEE, NOR THE UNDERWRITERS WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OF, PREMIUM, IF ANY,
OR INTEREST ON, THE 2022 BONDS; (III) ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO BONDHOLDERS; (IV) ANY CONSENT GIVEN BY DTC OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER; OR (V) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE 2022 BONDS.

So long as Cede & Co. is the registered owner of the 2022 Bonds, as nominee of DTC, references in this Official Statement to the Owner or Owners of the 2022 Bonds or Owners shall mean Cede & Co. and shall not mean the Beneficial Owners, and the Trustee will treat Cede & Co. as the only Owner or Bondholder of the 2022 Bonds for all purposes under the Indenture.

NVTC may enter into amendments to its agreement with DTC or any successor depository without the consent of the Beneficial Owners.
SECOND PARTY OPINION
CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated as of June 1, 2022 (the "Disclosure Agreement"), is executed and delivered by the Northern Virginia Transportation Commission (the "Issuer") and the Potomac and Rappahannock Transportation Commission (together with the Issuer, the "Commissions"), in connection with the issuance by the Issuer of its $[______] Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "Series 2022 Bonds"). The Commissions hereby covenant and agree as follows:

Section 1. Purpose. This Disclosure Agreement is being executed and delivered by the Commissions in order to assist the purchasers of the Series 2022 Bonds and for the benefit of the holders of the Series 2022 Bonds. This Agreement requires the provision of certain annual financial information and material event notices in accordance with Section (b)(5)(i) of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (collectively, "Continuing Disclosure").

Section 2. Annual Disclosure. (a) The Issuer shall provide or shall cause to be provided by a dissemination agent designated by the Issuer (the "Dissemination Agent") annually the financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule as follows:

(i) audited financial statements of the Virginia Railway Express ("VRE"), prepared in accordance with generally accepted accounting principles; and

(ii) the operating data of the type described in the tables set forth in the sections of the Issuer's Official Statement entitled "COMMUTER RAIL OPERATING AND CAPITAL FUND – Regional Fuels Tax Rate Schedule" and "HISTORICAL REGIONAL FUELS TAX REVENUES";

(iii) a change in the Revenue Stabilization Fund Requirement accompanied by an explanatory statement of the Issuer as to the reasons for such change and the expected uses of any amounts to be released from the Revenue Stabilization Fund due to such change;

(iv) to the extent funds other than the Regional Fuels Tax Revenues are appropriated with respect to the CROC Fund, information detailing the amount and the source(s) of such other funds appropriated by the General Assembly;

(v) any statutory change to 58.1-2299.20(A)(1) of the Code of Virginia;

(vi) annual debt service coverage on the Series 2022 Bonds and any other obligations issued under the Indenture or payable from the Revenues.

(b) The Issuer shall provide or cause the Dissemination Agent to provide annually the financial information and operating data described in subsection (a) above (collectively, the "Annual Disclosure"), not later than March 31 of each year,
beginning March 31, 2024, to the Electronic Municipal Market Access ("EMMA")
a service of the Municipal Securities Rulemaking Board (the "MSRB").

(c) Any Annual Disclosure may be included by specific reference to other documents
available to the public on the MSRB's internet web site (EMMA) or previously filed
with the SEC; provided, however, that any final official statement incorporated by
reference must be available from the MSRB.

(d) The Issuer shall provide or shall cause the Dissemination Agent to provide in a
timely manner to EMMA notice specifying any failure of the Commissions to
provide the Annual Disclosure by the date specified.

Section 3. Event Disclosure. The Issuer and, with regards to (o) and (p) below, PRTC,
shall provide or cause the Dissemination Agent to provide in a timely manner to EMMA and with
the EMMA notice of the occurrence of any of the following events with respect to the Series 2022
Bonds, if material:

(a) principal and interest payment delinquencies;

(b) non-payment related defaults;

(c) unscheduled draws on debt service reserves reflecting financial difficulties;

(d) unscheduled draws on any credit enhancement reflecting financial difficulties;

(e) substitution of credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions or events affecting the tax-exempt status of the Series 2022
Bonds;

(g) modifications to rights of Bondholders;

(h) bond calls;

(i) defeasance of all or any portion of the Series 2022 Bonds;

(j) release, substitution, or sale of property securing repayment of the Series 2022
Bonds;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the Commissions;

(m) the consummation of a merger, consolidation, or acquisition involving the
Commissions or the sale of all or substantially all of the assets of the Commissions,
other than in the ordinary course of business, the entry into a definitive agreement
to undertake such an action or the termination of a definitive agreement relating to
any such action, other than pursuant to its terms, if material;
(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(o) incurrence of a Financial Obligation (as defined below) of the Commissions, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Commissions, any of which affect security holders, if material. "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of a payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB under the Rule; and

(p) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Commissions, any of which reflect financial difficulties.

Section 4. Termination. The obligations of the Commissions will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all the Series 2022 Bonds.

Section 5. Amendment. The Issuer may modify its continuing disclosure obligations without the consent of the underwriters of the Series 2022 Bonds or Owners of any of the Series 2022 Bonds, provided that the undertaking as so modified complies with the Rule as it exists at the time of modification. The Issuer shall within a reasonable time thereafter send to the MSRB a description of such modification(s).

Section 6. Defaults. (a) If the Commissions fail to comply with any covenant or obligation regarding Continuing Disclosure specified in this Disclosure Agreement, any holder (within the meaning of the Rule) of Series 2022 Bonds then outstanding may, by notice to the Commissions, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Commissions' covenants to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the Commissions to comply with any obligation regarding Continuing Disclosure specified in this Disclosure Agreement (i) shall not be deemed to constitute an event of default under the Series 2022 Bonds or the Master Indenture of Trust dated as of June 1, 2022, between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as amended by a First Series Supplemental Indenture of Trust dated as of June 1, 2022, between the Issuer and the Trustee, providing for the issuance of the Series 2022 Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 6(a) above.

Section 7. Additional Disclosure. The Commissions may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the Commissions shall not incur any obligation to continue to provide, or to update, such additional information or data.
Section 8. Dissemination Agent. The Issuer may, in its discretion, from time to time appoint or engage an entity to serve as Dissemination Agent to assist the Issuer in fulfilling its covenants and obligations regarding its continuing disclosure undertaking.

Section 9. Governing Law. This Disclosure Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By:____________________________________
Its:___________________________________

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

By:____________________________________
Its:___________________________________
AGREEMENT FOR THE ASSIGNMENT, PAYMENT AND ALLOCATION OF DISBURSEMENTS FROM THE COMMUTER RAIL OPERATING AND CAPITAL FUND

THIS AGREEMENT is entered into as of the 1st day of June, 2022 (this "Agreement"), by and between the Northern Virginia Transportation Commission ("NVTC") and the Potomac and Rappahannock Transportation Commission ("PRTC").

WITNESSETH:

WHEREAS, the Northern Virginia Transportation District ("NVTD") and the Potomac and Rappahannock Transportation District ("PRTD" and, together with NVTD, the "Districts") are bodies corporate and politic created under the Transportation District Act of 1964, § 33.2-1900 et seq. of the Code of Virginia of 1950, as amended (the "Transportation District Act");

WHEREAS, pursuant to the Transportation District Act, NVTC and PRTC have been established to manage and control the functions, affairs and property of NVTD and PRTD, respectively, and to exercise all of the rights, powers and authority and perform all of the duties conferred or imposed upon NVTD and PRTD, respectively;

WHEREAS, § 33.2-1915.A.4 of the Transportation District Act provides, among other things, that commissions such as NVTC and PRTC may enter into contracts and agreements with commissions of adjoining transportation districts to provide transit facilities, that such contracts or agreements may be utilized by a transportation district to finance the construction of transportation facilities, and that such contracts or agreements shall inure to the benefit of any creditor of the transportation district;

WHEREAS, NVTD and PRTD adjoin one another;

WHEREAS, NVTC and PRTC are jointly engaged in the operation and maintenance of a commuter rail service known as the Virginia Railway Express ("VRE") presently consisting of trains making round trips on each of two railroad lines originating near Fredericksburg and Manassas, Virginia, and terminating at Union Station in Washington, D.C.;

WHEREAS, any reference to VRE within this Agreement means those activities that are carried out jointly or individually by NVTC and PRTC to operate the commuter rail service;

WHEREAS, the Commissions have entered into a Master Agreement for Provision of Commuter Rail Services in Northern Virginia – Establishment of the Virginia Railway Express, dated October 3, 1989, as amended (the "Master Agreement"), with the Participating Jurisdictions and the Contributing Jurisdictions (as defined in the Master Agreement) to establish the contractual obligations between the parties relating to the operation of VRE;

WHEREAS, under Section I.D.(2).(b) of the Master Agreement, NVTC is designated to be the issuer of all bonds and notes to finance project costs related to VRE;
WHEREAS, in 2018, the General Assembly of Virginia amended Title 33.2 of the Code of Virginia of 1950, as amended (the "Virginia Code"), to add a new Chapter 35, §§ 33.2-3500 through 3502, entitled the "Commuter Rail Operating and Capital Fund";

WHEREAS, § 33.2-3500 of the Virginia Code creates a special non-reverting fund within the treasury of the Commonwealth of Virginia (the "Commonwealth") to be known as the Commuter Rail Operating and Capital Fund (the "CROC Fund") established on the books of the Comptroller consisting of funds deposited to the CROC Fund pursuant to § 58.1-2299.20 of the Virginia Code providing for a wholesale fuel sales tax, and such other funds as may be appropriated to the CROC Fund by the General Assembly or allocated to the CROC Fund by the Commonwealth Transportation Board;

WHEREAS, as provided in § 33.2-3500.B of the Virginia Code, the Comptroller shall, on a monthly basis, disburse the funds in the CROC Fund to NVTC and PRTC in accordance with the distribution formula set forth therein;

WHEREAS, as provided in § 33.2-3501.A of the Virginia Code, the Commissions shall administer and expend, or commit, funds from the CROC Fund to support the cost of operating commuter rail service; acquiring, leasing, or improving railways or railroad equipment, rolling stock, rights-of-way, or facilities; or assisting other appropriate entities to acquire, lease, or improve railways or railroad equipment, rolling stock, rights-of-way, or facilities; for commuter rail transportation purposes whenever the Commissions have determined that such acquisition, lease, or improvement is for the common good of a region of the Commonwealth or the Commonwealth as a whole;

WHEREAS, § 33.2-3502 of the Virginia Code authorizes the Commissions to issue bonds supported by any funds available in the CROC Fund, provided that the total amount of debt service for all outstanding such bonds may not exceed 66 percent of the revenues dedicated to the CROC Fund pursuant to § 58.1-2299.20;

WHEREAS, on March 26, 2021, the Commissions entered into the Passenger Rail Improvements and Funding Agreement (the "Funding Agreement") with the Virginia Department of Rail and Public Transportation ("DRPT");

WHEREAS, DRPT has assigned its rights and duties under the Funding Agreement to the Virginia Passenger Rail Authority ("VPRA");

WHEREAS, the Funding Agreement includes provisions for the Commissions to fund a portion of the capital projects (as more particularly defined in the Funding Agreement, the "Supported Program Elements") being undertaken by VPRA as part of the Transforming Rail in Virginia program (the "TRV Program"), including VPRA's acquisition of real property for right-of-way within the VRE operating territory which will be subject to continuing use by the Commissions (the "ROW Project");

WHEREAS, the Funding Agreement requires, among other things, that (i) the Commissions, for the benefit of VRE and the TRV Program, issue debt secured by a pledge of the funds received from the CROC Fund (the "CROC-Backed Debt") by no later than
November 15, 2022, and (ii) the Commissions pay to VPRA the net proceeds of the CROC-Backed Debt in support of the ROW Project;

WHEREAS, the Funding Agreement also requires that for a period commencing July 1, 2021, and ending 10 years later (as such period may be extended as provided in the Funding Agreement) (the "CROC Pay-Go Contribution Period"), the Commissions will pay to VPRA the balance of the funds disbursed to the Commissions from the CROC Fund net of the debt service on the CROC-Backed Debt and amounts required to replenish or fund Debt Service Reserves and other Reserve Accounts established with respect to the CROC-Backed Debt (as more particularly defined in the Funding Agreement, the "CROC Pay-Go Contributions"), unless the Commissions substitute other funds for the CROC Pay-Go Contributions as permitted under the Funding Agreement;

WHEREAS, as authorized by a resolution adopted by NVTC on June 2, 2022, and a resolution adopted by PRTC on June 9, 2022 (the "PRTC Authorizing Resolution"), the Commissions have provided for the issuance by NVTC of the CROC-Backed Debt in the form of the Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the "2022 Bonds"), pursuant to a Master Indenture of Trust dated as of June 1, 2022 (the "Master Indenture"), between NVTC and U.S. Bank Trust Company, National Association, and its successors, as trustee (the "Trustee"), as supplemented by the First Series Supplemental Indenture of Trust dated as of June 1, 2022 (the "First Series Supplement" and, collectively with the Master Indenture and as either may be supplemented or amended hereafter, the "Indenture");

WHEREAS, the Commissions have entered into this Agreement to replace the agreement entitled "Agreement between NVTC and PRTC for Distribution and Allocation of the Commuter Rail Operating and Capital Fund" dated October 4, 2018 (the "Original Allocation Agreement") under which the Commissions provided for the distribution and allocation of amounts in the CROC Fund for the period before the issuance of the 2022 Bonds; and.

NOW, THEREFORE, based upon the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NVTC and PRTC agree as follows:

1. **Definitions.** Unless otherwise defined, each capitalized term used in this Agreement shall have the meaning given to it in the Funding Agreement or the Indenture.

2. **Undertaking by NVTC; Assignment by PRTC.** NVTC hereby agrees on behalf of both Commissions to fulfill the Commissions Funding Commitment under the Funding Agreement by (i) issuing the 2022 Bonds and paying the net proceeds thereof to VPRA and (ii) transferring to VPRA the CROC Pay-Go Contributions as required under the Funding Agreement. In consideration of the foregoing, PRTC hereby irrevocably and unconditionally assigns to NVTC any and all revenues that would be disbursed to PRTC from the CROC Fund pursuant to § 33.2-3500.B of the Virginia Code commencing on the issue date of the 2022
Bonds (the "Effective Date") and continuing for so long as the Indenture remains in force and effect.

3. **Pledge by NVTC; Disposition of Previously-Disbursed Funds.** NVTC represents that pursuant to the Indenture it has pledged, assigned and granted to the Trustee all of the revenues from the CROC Fund that it is entitled to receive under § 33.2-3500.B of the Virginia Code and pursuant to PRTC's assignment under Section 2 above. NVTC has made such pledge, assignment and grant to provide for and secure the payment of the principal of and the premium, if any, and interest on the 2022 Bonds and any other Bonds issued pursuant to the Indenture. In addition, pursuant to the PRTC Authorizing Resolution, PRTC has authorized and consented to the transfer to the Revenue Stabilization Fund established under the Indenture of certain funds previously disbursed from the CROC Fund and held by NVTC.

4. **NVTC as Recipient of CROC Fund Revenues.** NVTC shall serve on behalf of the Commissions as the recipient of all revenues disbursed by the Comptroller from the CROC Fund. NVTC shall notify the Comptroller and all representatives of the Commonwealth assisting the Comptroller in the monthly disbursements of revenues from the CROC Fund of NVTC's role under this Agreement, including the Secretary of Transportation and the Director of the Department of Motor Vehicles. NVTC shall request that revenues from the CROC Fund be disbursed as directed by NVTC for the benefit of the Commissions; provided that NVTC will encourage the Comptroller to send such revenues directly to the Trustee. At the request of NVTC, PRTC shall also provide such direction to the foregoing representatives of the Commonwealth to cause the disbursement of revenues from the CROC Fund that would otherwise be made to PRTC to be made instead to or as directed by NVTC.

5. **Disposition of Direct Disbursements to the Commissions.** If under any circumstances NVTC or PRTC receives any disbursement directly from the CROC Fund, NVTC or PRTC, as the case may be, shall transfer the entire amount of such disbursement to the Trustee by no later than the Business Day following the date of receipt.

6. **Obligation to Seek Appropriations and Allocations.**

   A. Each year and in accordance with the schedule of the Virginia Department of Planning and Budget, NVTC shall request that the Governor include in the budget bill to be presented to the General Assembly in their next session a provision that there be appropriated to the CROC Fund the revenues from the wholesale fuel sales tax described in §58.1-2299.20.A. and B. of the Virginia Code during the next Fiscal Year or biennial period, as applicable.

   B. NVTC and PRTC shall use their best efforts to have (i) the Governor include, in each biennial or any supplemental budget bill that is presented to the General Assembly, the provision for the appropriation of the revenues described
in subsection A above and (ii) the General Assembly appropriate such revenues for deposit to the CROC Fund.

C. NVTC shall notify the Trustee (pursuant to the notice provisions of the Indenture) promptly upon becoming aware of any failure of the General Assembly to appropriate to the CROC Fund for the next Fiscal Year or biennial period, as applicable, the revenues described in subsection A above; provided that the Trustee shall not be responsible for providing any notice of such failure to (i) the Municipal Securities Rulemaking Board or other entity pursuant to a continuing disclosure agreement entered into with respect to the 2022 Bonds or any other Bonds or (ii) to the Owners of the 2022 Bonds or any other Bonds unless such failure constitutes an Event of Default.

D. To the extent that for any Fiscal Year or biennial period, as applicable, the revenues described in subsection A above are projected to be insufficient to pay the principal of and premium, if any, and interest on the 2022 Bonds and the other Bonds issued under the Indenture and to fund or maintain the Revenue Stabilization Fund and any Debt Service Reserve Fund established under the Indenture, NVTC shall request that (i) the Governor include in the budget bill for such Fiscal Year or biennial period a provision that there be appropriated to the CROC Fund additional funds as necessary to cure the insufficiency and (ii) the Commonwealth Transportation Board to make an allocation to the CROC Fund of funds legally available to the Commonwealth Transportation Board as necessary to cure the insufficiency. NVTC and PRTC shall use their best efforts to have the Governor and the Commonwealth Transportation Board take the above-described actions and to have the General Assembly appropriate the additional funds requested by the Governor.

7. **Payment of CROC Pay-Go Contributions.** NVTC agrees to make the CROC Pay-Go Contributions from the Residual Fund established under the Indenture during the CROC Pay-Go Contribution Period as required under the Funding Agreement.

8. **Available CROC Funds.** Amounts on deposit in the Residual Fund following the end of the CROC Pay-Go Contribution Period or that at any time are not needed to make CROC Pay-Go Contributions shall be referred to below as the "Available CROC Funds." NVTC shall arrange for the investment of the Available CROC Funds in the Residual Fund in accordance with § 33.2-1525.A of the Virginia Code.

9. **Application of Available CROC Funds.**

A. By September 30th of each year, as part of its consideration of the preliminary annual budget, the VRE Operations Board shall recommend to NVTC and PRTC, for approval by February 1 as part of the recommended annual budget, a process and the criteria to be used for the selection of operating and capital projects ("Projects") to be funded, in whole or in part, with the Available CROC
Funds. The annual Project selection process shall be based on estimates of the Available CROC Funds for the upcoming fiscal year.

B. Not less than annually, upon approval by the Commissions of the process and criteria for selection of Projects, the VRE Chief Executive Officer (the "VRE CEO") shall develop a list of recommended Projects for consideration by the Operations Board and recommendation to the Commissions and, thereafter, consideration and final action by the Commissions to approve a final approved list of Projects. The Project selection process shall be coordinated with the annual budget process such that the total Available CROC Funds authorized to be expended in the upcoming fiscal year shall be incorporated in the final budget.

C. The foregoing annual process shall not preclude the Commissions from approving additional Projects funded with funds from the Available CROC Funds as they may deem appropriate.

10. **Obligation and Expenditure of Available CROC Funds.** Once a Project is approved, the authority to obligate and expend Available CROC Funds for the Project shall be subject to approval of contracts for the Projects by the Commissions, the Operations Board, or the VRE CEO based on their respective authority to approve contracts.

11. **Financial Reporting.**

   A. NVTC shall provide reports to the Commissions quarterly, and at such additional times as either PRTC or NVTC may request, about the amount of Available CROC Funds held by NVTC, the investment thereof and the earnings thereon, and the amounts expended and the purposes of the expenditures.

   B. Annually, the VRE CEO shall provide a report to the Operations Board and the Commissions of the status of all Projects for which Available CROC Funds have been allocated, which report shall include, on a Project by Project basis, the amount of Available CROC Funds authorized for expenditure on the Project, the amount expended, and the status of the Project. Once accepted by the Operations Board and the Commissions, the annual report shall be provided to the Comptroller with a copy to the Secretary of Transportation.

   C. NVTC shall ensure that the receipt and disposition of all amounts disbursed from the CROC Fund be included as part of the audited annual financial statements of NVTC, PRTC and/or VRE. Once accepted by the Operations Board and the Commissions, the pertinent audited annual financial statements shall be provided to the Comptroller with a copy to the Secretary of Transportation.

12. **Dispute Resolution.** In the event of a dispute regarding the Available CROC Funds, the Commissions' Executive Directors and the VRE CEO agree to meet and confer to ascertain if the dispute can be resolved informally without the need of a third party or judicial intervention. If a resolution of the dispute is reached via a meet and confer dispute resolution method, it shall be presented to the
Commissions for formal confirmation and approval, as necessary. If no satisfactory resolution can be reached via the meet and confer method, either Commission may pursue all remedies it may have at law, including all judicial remedies.

13. **Trustee as Third-Party Beneficiary.** The Trustee shall be a third party beneficiary of Sections 1-6 and 14-21 of this Agreement on behalf of the Owners of the 2022 Bonds and any other Bonds issued under the Indenture and shall be entitled to enforce on behalf of such Owners, all of the obligations and rights of the parties hereto in such Sections to the same extent as if the Trustee were one of the contracting parties, but subject to the limitations on the Trustee's liability set forth in the Indenture.

14. **Amendment.** This Agreement may be amended in writing by the parties hereto provided that the amendment is permitted pursuant to Article XV of the Master Indenture.

15. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into this Agreement and are expressly made a part hereof.

16. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

17. **Term.** The term of this Agreement shall commence upon the Effective Date and shall terminate on the date that the Indenture is no longer in force and effect.

18. **Successors.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors.

19. **Severability.** If any provision of this Agreement shall be held to be illegal or invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof and this Agreement shall be construed and enforced as if such illegal provision had not been contained in it.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

21. **Termination of Original Allocation Agreement.** The Commissions agree that, as of the Effective Date, this Agreement will replace the Original Allocation Agreement and the Original Allocation Agreement will be terminated.

[Signature Page Follows]
IN WITNESS WHEREOF, the Commissions have caused this Agreement to be duly executed on their behalf by their duly authorized officers.

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

___________________________
Canek Aguirre, Chair

___________________________
Katherine A. Mattice, Executive Director

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

___________________________
Victor Angry, Chair

___________________________
Robert A. Schneider, Executive Director

Acknowledged:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: ____________________________
   Stephanie E. Haysley, Vice President

[Signature Page of Agreement for the Assignment, Payment and Allocation of Disbursements from the Commuter Rail Operating and Capital Fund]
Introduction. The Virginia Railway Express (“VRE”), a joint project of the Northern Virginia Transportation Commission (“NVTC”) and the Potomac and Rappahannock Transportation Commission (“PRTC”), provides commuter-oriented rail service from the Northern Virginia suburbs to Alexandria, Crystal City, and downtown Washington, DC, along the I-66 and I-95 corridors.

This Green Bond Framework (“Framework”) sets forth how VRE proposes to use net proceeds of the Northern Virginia Transportation Commission’s Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program), Series 2022 (Green Bonds) (the “Series 2022 Bonds”) in a manner consistent with VRE’s environmental priorities. The Framework is established in accordance with the Green Bond Principles issued by the International Capital Markets Association (the “GBP”).

Use of Bond Proceeds. The Series 2022 Bonds are being issued to finance a contribution to the Virginia Passenger Rail Authority (“VPRA”) for use toward its costs associated with the purchase of rail right-of-way from CSX Transportation, to pay costs associated with the issuance of the Series 2022 Bonds, and to fund a debt service reserve fund for the Series 2022 Bonds. Such right of way acquisition will permit the future expansion of commuter and intercity passenger rail service in Virginia, including future VRE service, and will support the Transforming Rail in Virginia (“TRV”) initiative. TRV is a comprehensive program of improvements totaling an estimated $3.9 billion that includes the acquisition of railroad right of way, increasing rail capacity, and reworking passenger and freight operations to improve reliability and increase rail service in Virginia. See https://transformingrailva.com/.

Process for Project Evaluation and Selection. VRE provides commuter rail service on two railroad lines extending from the areas of Fredericksburg and Manassas in Virginia to Union Station in Washington, DC. VRE operates its trains over tracks owned by CSX Transportation, Norfolk Southern Railway Company, the National Railroad Passenger Service Corporation (“Amtrak”), and the VPRA, pursuant to various operating agreements.

VRE is an integral part of a balanced, intermodal regional transportation system, operating 30 daily trains serving 19 stations and carrying an average of 18,275 passengers daily prior to the COVID-19 pandemic. NVTC and PRTC collectively, and through the VRE service they own and operate, work to improve mobility, safety, and customer service; reduce traffic congestion; protect the environment; and stimulate the Northern Virginia regional economy; all by increasing the use of public transportation and ridesharing. Ridership on public transportation reduces traffic congestion and provides environmental benefits, such as reductions in greenhouse gas emissions and other beneficial air quality impacts. While local land use decisions are not within VRE’s purview, VRE has located its stations in close proximity to other mass transit facilities and transit oriented development in the Northern Virginia region to enhance accessibility of transit in the region.
In response to growing traffic congestion and projected population growth in Northern Virginia, TRV is setting the stage for the planned expansion of VRE’s commuter passenger rail services between Washington, DC, and the various participating Virginia jurisdictions. In March 2021, the Commonwealth of Virginia finalized agreements with Amtrak, CSX Transportation, and VRE to expand and improve passenger, commuter, and freight rail in Virginia through the TRV program. Two key elements for achieving TRV’s objectives are (1) the acquisition of railroad right of way from CSX Transportation and (2) the construction of a new two-track bridge crossing the Potomac River immediately upstream of the existing Long Bridge. The Series 2022 Bonds will fund certain CSX Transportation right of way acquisitions in support of TRV. The right of way acquisition and the bridge construction are necessary elements of TRV and of VRE’s future plans to increase its commuter rail service.

The additional commuter and intercity passenger services that are integral to TRV will divert millions of automobile and truck trips from Virginia’s roadways to rail each year, significantly reducing the Commonwealth’s top source of climate pollution (source: https://www.southernenvironment.org/news/historic-rail-deal-finalized-in-virginia/). VRE believes that TRV, particularly the ability to expand VRE’s service enabled by the right of way acquisition funded with the Series 2022 Bonds, falls within the “Clean Transportation” category as defined by the GBP. Specifically, additional passengers carried by rail transit would reduce regional automobile vehicles miles traveled (VMT) and congestion while reducing pollution such as carbon emissions in VRE’s service area.

Management of the Bond Proceeds. The net proceeds of the Series 2022 Bonds (remaining after payment of issuance costs and funding the debt service reserve fund) will be used by VRE to make its bond sourced contribution to the VPRA for TRV. Such amounts will be tracked and expected to be disbursed in a single lump sum to VPRA for such purpose and, pending disbursement, will be invested in accordance with the Master Trust Indenture governing the Series 2022 Bonds.

Reporting. Following the final disbursement of the project fund proceeds of the Series 2022 Bonds to VPRA, VRE plans to provide one-time, voluntary disclosure. VRE plans to post such disclosure on EMMA within a year of the issuance of the Series 2022 Bonds.
Northern Virginia Transportation Commission
$00,000,000
Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program) Series 2022 (Green Bonds)

Sale Date June ##, 2022

KESTREL REQUIREMENTS FOR PRINTING THE FINAL OFFICIAL STATEMENT
1. The final official statements must contain this information and Kestrel must be provided with final drafts for approval and sign off prior to final printing.

2. Any changes made to the “Designation” language for inclusion in final official statements must first be approved by Kestrel.

3. Kestrel does not require any printed official statements.

KESTREL RECOMMENDATIONS
1. COVER

1.1. Include (Green Bonds) in the Bond name. Example:

$00,000,000
Transportation District Special Obligation Revenue Bonds (Transforming Rail in Virginia Program) Series 2022 (Green Bonds)

1.2. Include the Kestrel Verifiers logo* to communicate to investors that an external reviewer was engaged to provide assurance on the designation:

* Printer’s Note: Use the Kestrel Verifiers logo in color; contact us for a high-resolution image
2. BODY OF THE OFFICIAL STATEMENT

2.1. Include “Designation of Bonds as Green Bonds” in the body of the official statement or as an exhibit:

DESIGNATION OF BONDS AS GREEN BONDS

Green Bonds Designation

Per the International Capital Market Association (ICMA), Green Bonds are any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance, in part or in full, new and/or existing eligible Green Projects and which are aligned with the four core components of the Green Bond Principles. The four core components are: 1. Use of Proceeds; 2. Process for Project Evaluation and Selection; 3. Management of Proceeds; and 4. Reporting.

Kestrel Verifiers has determined that the 2022 Bonds are in conformance with the four core components of the ICMA Green Bond Principles, as described in Kestrel Verifiers' 'Second Party Opinion', which is attached hereto as APPENDIX <X>.

Independent Second Party Opinion on Green Bonds’ Designation and Disclaimer

For over 20 years, Kestrel Verifiers has been consulting in sustainable finance. Kestrel Verifiers, a division of Kestrel 360, Inc. is an Approved Verifier accredited by the Climate Bonds Initiative (CBI) and an Observer for the ICMA Green Bond Principles and Social Bond Principles. Kestrel Verifiers reviews transactions in all asset classes worldwide for alignment with ICMA Green Bond Principles, Social Bond Principles, Sustainability Bond Guidelines and the Climate Bonds Initiative Standards and criteria.

The Second Party Opinion issued by Kestrel Verifiers does not and is not intended to make any representation or give any assurance with respect to any other matter relating to the bonds. Designations by Kestrel Verifiers are not a recommendation to any person to purchase, hold, or sell the bonds and such labeling does not address the market price or suitability of these bonds for a particular investor and does not and is not in any way intended to address the likelihood of timely payment of interest or principal when due.

In issuing the Second Party Opinion, Kestrel Verifiers has assumed and relied upon the accuracy and completeness of the information made publicly available by the NVCT or that was otherwise made available to Kestrel Verifiers.

3. DISTRIBUTION LIST AND OFFICIAL STATEMENT CONTACT PAGE

3.1. Include Kestrel Verifiers on the Distribution List and Official Statement Contact Page as follows:

Green Bonds External Reviewer
Kestrel Verifiers
Hood River, Oregon

KESTREL VERIFIERS – SECOND PARTY OPINION CONTACT LIST

Monica Reid, CEO 541-399-6806 monica.reid@kestrelverifiers.com
April Strid, Lead ESG Analyst 503-860-1125 april.strid@kestrelverifiers.com
Melissa Audrey, ESG Analyst 856-495-5003 melissa.audrey@kestrelverifiers.com
Melissa Winkler, Sr. Vice President 720-384-4791 melissa.winkler@kestrelverifiers.com
AGREEMENT REGARDING PAYMENT AND USE OF PROCEEDS OF TRANSPORTATION DISTRICT SPECIAL OBLIGATION REVENUE BONDS (TRANSFORMING RAIL IN VIRGINIA PROGRAM) SERIES 2022 (GREEN BONDS) AND CROC PAYGO CONTRIBUTIONS

This AGREEMENT REGARDING PAYMENT AND USE OF TRANSPORTATION DISTRICT SPECIAL OBLIGATION REVENUE BONDS SERIES 2022 AND CROC PAYGO CONTRIBUTIONS ("Payment and Use Agreement") is entered into on the date of full execution ("Effective Date") among (i) the NORTHERN VIRGINIA TRANSPORTATION COMMISSION and the POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION, political subdivisions of the Commonwealth of Virginia and owners and operators of the VIRGINIA RAILWAY EXPRESS (the Commissions collectively, "VRE") and (ii) the VIRGINIA PASSENGER RAIL AUTHORITY, ("VPRA"), each individually a "Party" and together the "Parties".

RECITALS

WHEREAS, VRE and the Virginia Department of Rail and Public Transportation ("DRPT") entered into the Passenger Rail Improvements and Funding Agreement, dated March 26, 2021 (the "Funding Agreement"), which DRPT thereafter assigned to VPRA, in which agreement VRE committed to provide to VPRA bond proceeds backed by revenues from the Commuter Rail Operating and Capital Fund established under §§ 33.2-3500 et seq. of the Code of Virginia, 1950, as amended (the "CROC Fund"), and pay-go contributions from the CROC Fund, to support Program Elements and Program Projects (defined in the Funding Agreement), all for the purposes of increasing the frequency and reliability of VRE’s commuter passenger rail service along the RF&P Corridor on which VRE operates; and

WHEREAS, the CROC Fund is authorized to be used to acquire or improve railways, rights-of-way or facilities, for commuter rail transportation purposes, and to assist other appropriate entities, including VRPA, in doing so provided, as required by § 33.2-3501.B of the Code of Virginia, 1950, as amended, that “. . . capital projects, including tracks and facilities constructed, and property, equipment, and rolling stock purchased, with funds from the [CROC] Fund pursuant to this section shall be owned, leased, or otherwise subject to the continuing use of the transportation districts described in subsection B of § 33.2-3500 for the useful life of the projects and property, equipment, and rolling stock, as determined by such transportation districts . . .”; and

WHEREAS, VRE has an ongoing responsibility to ensure the CROC Fund, including the bond proceeds supported by the CROC Fund, is used in accordance with the aforesaid statutory requirements and other applicable legal requirements; and

WHEREAS, VRE anticipates closing on a public sale of bonds backed by the CROC Fund in June 2022 and will thereafter be prepared to provide to VPRA bond proceeds, in addition to on-going pay-go contributions, in accordance with the Funding Agreement; and
WHEREAS, the Parties have agreed to set forth in this Payment and Use Agreement their mutual understanding of the process by which VPRA will request, and VRE will make, payment to VPRA of bond proceeds and pay-go contributions from the CROC Fund as contemplated by the Funding Agreement.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the covenants and agreements of the Parties, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

1. Payment of Bond Proceeds.

   a) VRE will notify VPRA once the public sale of CROC-Backed Debt has closed and the amount of bond proceeds available for payment to VPRA.

   b) Upon receipt of notice, VPRA may request payment of some or all of the bond proceeds by submission to VRE of a requisition for payment. If multiple requisitions are to be submitted, then not more than one requisition each month shall be submitted.

   c) The requisition shall include the amount of requested bond proceeds, a description of the use(s) to which the bond proceeds will be put, and such other information as VRE may reasonably require to ensure compliance with §§ 33.2-3500 et seq. of the Code of Virginia, 1950, as amended, the Funding Agreement, and other applicable law.

   d) VPRA shall utilize the bond proceeds for the uses specified in applicable requisitions and in a manner that complies with all legal requirements pertaining to use of the CROC Fund.

   e) VPRA shall notify VRE when bond proceeds provided in response to a requisition have been fully expended.

   f) If bond proceeds are used to meet, in whole or in part, VPRA’s payment obligations for acquisition of Segment 1, as defined in the Comprehensive Rail Agreement between CSX Transportation, Inc. and the Virginia Department of Rail and Public Transportation as assigned to VPRA, dated March 26, 2021, then VPRA shall promptly notify VRE in writing when deeds of confirmation, as defined in the aforesaid agreement, for the entirety of Segment 1 have been recorded in the land records by VPRA.

   g) If bond proceeds are not fully expended within sixty (60) days of receipt, VPRA shall inform VRE in writing of the reasons why they have not been expended and when they are expected to be expended. In the event VPRA fails to provide reasonable justification for not
expending bond proceeds, VRE may require VPRA to return the unexpended bond proceeds, including interest. VPRA may re-submit a requisition for payment at a later date when expenditure of bond proceeds is expected to occur.

2. Payment of CROC Pay-Go Contributions.

   a) Beginning July 1, 2022, and thereafter at the start of each fiscal quarter during a Collection Period and continuing until the Annual CROC Pay-Go Contribution has been satisfied, VRE will notify VPRA that twenty-five percent (25%) of the applicable Annual CROC Pay-Go Contribution (the “Quarterly Pay-Go Contribution”), or such lesser amount as VRE may receive, is available for payment to VPRA.

   b) Upon receipt of notice, VPRA may request payment of some or all of the Quarterly Pay-Go Contribution by submission to VRE of a requisition for payment. Not more than one requisition each month shall be submitted.

   c) The requisition shall include the amount requested, a description of the use(s) to which the payment will be put, and such other information as VRE may reasonably require to ensure compliance with §§ 33.2-3500 et seq. of the Code of Virginia, 1950, as amended, the Funding Agreement, and other applicable law.

   d) VPRA shall utilize the CROC Pay-Go Contribution for the uses specified in the applicable requisition and in a manner that complies with all legal requirements pertaining to use of the CROC Fund.

   e) If the quarterly report of uses of Pay-Go Contributions and unused balances required by the Funding Agreement to be provided by VPRA demonstrates that two hundred and fifty thousand dollars ($250,000) or more of the Pay-Go Contributions paid by VRE in previous quarters remains unexpended or uncommitted for payment, then VRE may, in its sole discretion, withhold the amount of such balance from requisitions for payment from the next Quarterly Pay-Go Contributions until such time as VPRA’s quarterly report demonstrates that less than two hundred and fifty thousand dollars ($250,000) of Pay-Go Contributions paid by VRE in previous quarters remains unexpended or uncommitted for payment. For clarity, any withheld amounts will accumulate and be available for payment by VRE, together with any future Quarterly Pay-Go Contribution, in response to VPRA’s requisition, once VPRA’s quarterly report demonstrates that less than two hundred and fifty thousand dollars ($250,000) of Pay-Go Contributions paid by VRE
in previous quarters remains unexpended or uncommitted for payment.


   a) Governing law, Venue and Jurisdiction. This Payment and Use Agreement shall be governed by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles. This Payment and Use Agreement is entered into and to be performed in the Commonwealth of Virginia, and any action or proceeding seeking to enforce any provision of, or based on any right arising out of this Payment and Use Agreement, including, but not limited to injunctive relief, shall be in the courts of the Commonwealth of Virginia, City Of Alexandria, or in the United States District Court for the Eastern District of Virginia, and each of the Parties consents to the jurisdiction and venue of such courts in any such action or proceeding.

   b) Injunctive Relief. Each Party acknowledges that both Parties shall be entitled, in addition to any other available remedies, to seek immediate injunctive relief from a court of competent jurisdiction.

   c) Non-assignment. No part of this Agreement may be assigned to any third party without express written consent of all other Parties hereto.

   d) Warranty of Authority. Each Party warrants and represents that it has the full and necessary authority to bind the Party to all terms and conditions of this Payment and Use Agreement and is fully capable of performing those terms and conditions.

   e) Notices. Notices under this Payment and Use Agreement must be in writing and are effective (i) when delivered, if by personal delivery or delivery by a national courier; (2) upon receipt, if sent by telephonically confirmed facsimile, between the hours of 9:00am and 5:00pm local time of the recipient on a business day upon delivery, or if not, at 9:00am, local time on the next business day; (3) upon first attempted delivery after mailing by certified carrier, return receipt requested, postage prepaid; or (iv) upon confirmation reply email from the recipient if delivered by electronic mail. Unless otherwise specified in writing, all notices shall be directed to the Parties at the following addresses:

   Virginia Passenger Rail Authority
   919 East Main Street, Suite 2400
   Richmond, Virginia 23219
   Attention: Chief Financial Officer
   Email: steve.pittard@vpra.virginia.gov

   Virginia Railway Express
   1500 King Street, Suite 202
   Alexandria, Virginia 22314
   Attention: Chief Executive Officer
   Email: rdalton@vre.org
f) **Entire Agreement.** This Payment and Use Agreement constitutes the entire agreement and understanding of the Parties related to the subject matter hereof, and supersedes all previous communications, proposals, representations, and agreements, whether oral or written, relating hereto, with the exception of the Funding Agreement which, to the extent possible, shall be read together with this Payment and Use Agreement. This Payment and Use Agreement can only be modified by written agreement by the Parties.

g) **Section Headings, Construction.** The headings of Sections in this Payment and Use Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section", "Sections", "Paragraph" or "Paragraphs" refer to the corresponding Section or Sections of this Payment and Use Agreement unless otherwise specified.

h) **Severability.** If any term or provision of this Payment and Use Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the legality, validity, or enforceability of any other part of this Payment and Use Agreement, and the remaining parts of this Payment and Use Agreement shall be binding upon the Parties.

i) **Counterparts.** This Payment and Use Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Payment and Use Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Payment and Use Agreement.

j) **Definitions.** Capitalized terms used in this Payment and Use Agreement and not otherwise defined herein shall have the meanings ascribed to those same terms within the Funding Agreement.

k) **Joint and Several Liability.** The Northern Virginia Transportation Commission and the Potomac and Rappahannock Transportation Commission shall be jointly and severally liable with respect to the duties of “VRE” under this Payment and Use Agreement.
IN WITNESS WHEREOF, each Party hereto has caused this Payment and Use Agreement to be duly executed on its behalf and delivered to the other Parties.

VIRGINIA PASSENGER RAIL AUTHORITY

By: ____________________________________ _____________________
    Donald J. Stadtler, Jr.      Date
    Executive Director

NORTHERN VIRGINIA TRANSPORTATION COMMISSION

By: ____________________________________  _____________________
    Canek Aguirre, Chair      Date

POTOMAC AND RAPPAHANNOCK TRANSPORTATION COMMISSION

By: ___________________________________  _____________________
    Victor S. Angry, Chair      Date
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TO: Chair Aguirre and NVTC Commissioners
FROM: Kate Mattice
DATE: May 26, 2022
SUBJECT: Department of Rail and Public Transportation (DRPT)

At the June meeting, DRPT Acting Director Jen DeBruhl will give her report. The monthly DRPT Report, which provides updates on DRPT programs and initiatives, is attached.
TO: Chair Aguirre and NVTC Commissioners

FROM: Jennifer DeBruhl, Acting Director

DATE: May 24, 2022

SUBJECT: Virginia Department of Rail and Public Transportation (DRPT) Update

The Commonwealth Transportation Board (CTB) met on May 17 in Richmond. At the rail and transit subcommittee, DRPT staff presented the draft I-66 Commuter Choice FY 2023-2024 program of projects that is expected to be approved by NVTC on June 2. CTB approval is expected later in June.

Public meetings on the draft FY23-28 Six Year Improvement Program (SYIP) concluded on May 12, and the comment period concluded on May 23. The CTB is expected to approve the SYIP at its June meeting.

The Transit Service Delivery Advisory Committee (TSDAC) met on May 13 at the DRPT office in Richmond. The agenda included the FY23 draft SYIP and agency budget, proposed changes to the Transit Strategic Plan (TSP) guidelines, proposed changes to the MERIT capital assistance program, and an overview of the MERIT operating assistance program. Meeting materials including an archived recording are available on DRPT’s website. TSDAC members from Northern Virginia include NVTC Executive Director Kate Mattice (Virginia Transit Association appointee), Falls Church Assistant City Manager Cindy Mester (Virginia Municipal League appointee), and Jim Dyke (DRPT appointee).

Concurrent with VDOT’s new I-495 Southside Express Lanes Study, DRPT is conducting a complementary I-495 Southside Express Lanes Transit/TDM Study. The purpose of the Transit/TDM Study is to identify a range of current and future multimodal solutions that could be implemented to reduce congestion, improve trip reliability and regional connections, and enhance existing and planned multimodal mobility and connectivity. The Transit/TDM Study will inform the NEPA process currently underway by VDOT. The first Stakeholder Working Group meeting, comprised of staff from local and regional entities with an interest in the Transit/TDM study, is scheduled for May 25. The Transit/TDM Study is scheduled for completion this fall.

DRPT is celebrating Bike Month in May by highlighting bikes on transit programs in the Commonwealth, emphasizing the economic and environmental benefits of bike commuting, promoting Virginia’s robust public bicycle network, and supporting local events. A marketing tool kit is available on the Bike!VA website to support partner agencies.
TO: Chair Aguirre and NVTC Commissioners  
FROM: Kate Mattice  
DATE: May 26, 2022  
SUBJECT: Executive Director Report

A. Executive Director Newsletter

NVTC’s Executive Director Newsletter provides updates on specific NVTC projects and programs and highlights items of interest at the federal and state levels and among partners such as the Transportation Planning Board (TPB) and the Northern Virginia Transportation Authority (NVTA).

This month the Executive Director Newsletter reports on NVTC’s newest Commissioner, an updated Program of Projects for I-66 Commuter Choice and NVTC’s participation in a regional public meeting, which returned in-person after a two-year virtual break.

B. NVTC Financial Report

The April 2022 Financial Report is provided as information.
A Message from Kate Mattice

June marks 30 years since Virginia Railway Express (VRE) trains started rolling down the tracks of the Manassas line. The start of service was the result of a vision members of the Northern Virginia Transportation Commission (NVTC) had for a commuter railroad serving the fast-growing region. Three decades later, NVTC retains shared ownership of the railroad with the Potomac and Rappahannock Transportation Commission, as well as the responsibility to vote on key financial matters.

At their June meeting, Commissioners will be asked to approve a series of bonds backed by the Commuter Rail Operating and Capital (CROC) fund for the benefit of VRE and the Commonwealth’s Transforming Rail in Virginia program. The bonds, estimated at approximately $120 million, will assist the Virginia Passenger Rail Authority (VPRA) with the purchase of rail right-of-way from CSX Transportation.

Along with the new Long Bridge over the Potomac River, this investment will support a 75% increase in VRE service in the Interstate95/Fredericksburg Line corridor, including off-peak, weekend and reverse-flow service in addition to more peak period service. It will also mean that passenger and freight trains will no longer have to share the same tracks, mitigating the freight train interference that has become an increasing source of delay for VRE.

We’re also about to embark on a refreshed study of the value of VRE and the region’s other transit agencies to better understand and communicate the outsized benefits these agencies bring to the Commonwealth, not just in mobility, but also as drivers of the region’s economy.

Kate A. Mattice
Executive Director
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</tr>
</tbody>
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### Save the Date

- **June 16**
  - WMATA Committee
- **June 17**
  - Virginia Railway Express Operations Board
- **June 21-22**
  - Commonwealth Transportation Board
- **July 7**
  - Commission Meeting
- **July 15**
  - Virginia Railway Express Operations Board
- **July 19-20**
  - Commonwealth Transportation Board
- **July 21**
  - Virginia Passenger Rail Authority Board

NoVaTransit.org  
NoVaRides.org  
@NoVaTransit
Jennifer DeBruhl sworn in as Commissioner

Chair Canek Aguirre administered the ceremonial oath of office to Jennifer DeBruhl, Acting Director the Virginia Department of Rail and Public Transportation (DRPT), during the May Commission meeting. Ms. DeBruhl has served as DRPT’s chief of public transportation for more than five years and has over 25 years of public service to the transportation community.

The Commission also approved a resolution of commendation for former DRPT Director Jennifer Mitchell, recognizing her eight years of service on NVTC. We’re excited to have Jen on the Commission and will miss Jennifer’s dedication to improving transit in Virginia.
The **I-66 Commuter Choice** FY 2023-2024 Program of Projects development process reached two milestones in late May. Public comment on the nine projects eligible for funding closed Monday, May 16 with 118 comment submissions – the most received in any Commuter Choice funding round to date – that primarily expressed support for particular projects or Commuter Choice in general. NVTC’s public comment materials reached many Northern Virginia commuters beyond those who commented:

- Both the English and Spanish versions of Chair Aguirre’s video greeting introducing the comment period garnered over 1,600 full views

- Overall, 57% of the 15,000 people that saw NVTC’s Facebook posts about the comment period engaged with them, for instance by liking or clicking

- Over 500 people browsed NVTC’s public comment web pages, which provided information about the projects and ways to comment

The Commonwealth Transportation Board (CTB) Rail and Transit Subcommittee received a briefing on the recommended Program of Projects on Tuesday, May 17 where board members appreciated that the set of projects would mitigate congestion in the I-66 corridor and thanked the Commuter Choice team for identifying the benefits that the projects would provide to corridor commuters and the environment relative to drive-alone commuting.

And thanks to additional funding available from a pending project closeout, the recommended Program of Projects now includes full funding for seven transit and access to transit improvements. The newly added project, Fairfax County’s Trail Access to Vienna Metrorail Station project, would fill a critical one-mile gap in the new Outside the Beltway I-66 Trail to provide a safe, comfortable means for cyclists and pedestrians to access the station. The Commission will be asked to adopt the Program of Projects at its June meeting, with CTB approval anticipated later in the month.
NVTC resumes in-person regional public meeting

After two years of virtual meetings, we resumed our legally-mandated joint regional public meeting the night of May 4. The Virginia Department of Transportation (VDOT) hosted the open house and listening session at their Northern Virginia headquarters in Fairfax County. The Commuter Choice and communications teams provided information about the current round of projects up for consideration in the I-66 corridor. Virginia Secretary of Transportation then led a public comment session where I participated, along with representatives of VDOT, the Department of Rail and Public Transportation, Virginia Railway Express and the Northern Virginia Transportation Authority.
Metro Board Chairman Paul Smedberg announced the selection Randy Clarke as its new General Manager/CEO during a news conference May 10. Mr. Clarke is the current President and CEO of Capital Metro in Austin, Texas, a position he’s held since 2018. At Capital Metro, Clarke led the successful effort of securing one of the county’s largest financial voter approved referendums in history for transit expansion. He previously worked at the Massachusetts Bay Transportation Authority (MBTA) for six years in several roles, including deputy chief operating officer, chief safety officer and director of security and emergency management. Executive Director Kate Mattice was honored to be one of the first to congratulate the talented Randy Clarke on his selection during a virtual meeting with Commissioners Paul Smedberg and Matt Letoureau, who represent Virginia on the Metro Board.

Metro’s General Manager/CEO, Paul Wiedefeld retired May 16 and was replaced by Interim General Manager and CEO Andy Off. Wiedefeld joined Metro in November 2015. Under his leadership, Metro secured regional dedicated capital funding and stabilized the system after decades of deferred maintenance.
Chair Aguirre helps launch transportation report

Chair Canek Aguirre joined a panel hosted by the American Enterprise Institute May 18 to launch a new report on the “State of the Capital Region 2022.” AEI says a well-functioning transportation systems allow people and goods to move across space safely and efficiently. Poorly designed transportation systems create noise, pollution, crashes and frustration. The report focuses on the region’s transport infrastructure and usage, connecting the themes of previous reports on the geography of new housing and the spatial patterns of employment. WTOP reported on the panel, quoting Chair Aguirre, “We need to make sure there’s consistent all-day service that is reliable because it has been shown that whenever it’s reliable and consistent, people are more likely to utilize it.”
Lessons from OmniRide's adoption of zero-emission buses

NVTC’s Transit Technology team hosted a zero-emission bus (ZEB) working group meeting April 27 where Program Analyst Ronnetta Zack-Williams provided a presentation and overview of member feedback and plans for future meetings. The group discussed the workplan for the year, recapped working group goals and heard a presentation from OmniRide on their ZEB study update.

The presentation gave an overview of OmniRide’s project scope and timeline including researching and evaluating technologies, establishing fleet baseline requirements, selecting a preferred solution, and conceptual design and implementation strategy.

Following the presentation, the Q&A provided a fruitful discussion on various topics including transitioning small and medium duty vehicles to zero-emission vs. heavy duty vehicles, opportunities to share charging infrastructure with electric school buses as well as local jurisdictions in the process or exploring opportunities for federal funding. The meeting end with updates from jurisdictions on their ZEB planning progress.

RFP opens for Envision Route 7 BRT

We are soliciting proposals as part of an RFP we opened for an Envision Route 7 Bus Rapid Transit (BRT) Strategic Implementation Roadmap. This roadmap has three key objectives:

- Develop a Strategic Implementation Roadmap that will serve as a guide for NVTC staff and the Commission in the implementation of the BRT project
- Identify and prioritize the key funding sources for each stage of the BRT project and the applicable timeline for each funding source
- Develop an interjurisdictional governance approach to guide the planning, implementation and operation of the BRT project

The BRT system would connect Tysons and Alexandria by way of Falls Church and Arlington. The work outlined in the RPF is expected to take approximately six months from award to project completion. Proposals for the RFP are due at 5 p.m. June 3 with the contract expected to be awarded in July.
Ground broken for Arlington Transitway extension

Several staff members were on hand May 9 as Arlington celebrated a groundbreaking for the extension of the Transitway to Pentagon City. The project will add additional dedicated bus lanes and five new transit stations with associated station amenities. The Transitway improves speed and reliability for the corridor and currently connects Crystal City, Potomac Yard and Braddock Road Station. It also connects to other key transit facilities like the Crystal City Metro and Virginia Railway Express stations and job and learning centers like Amazon’s HQ2 and the future Virginia Tech Innovation Campus.
Commuter Choice Senior Program Manager Ben Owen and Senior Program Analyst Adam Hager participated in the first Stakeholder Technical Advisory Group meeting for the 495 Southside Express Lanes (SEL) Study April 27 with federal, state and local partners. The study will evaluate the proposed extension of Northern Virginia’s Express Lanes network along the southern section of the I-495 Capital Beltway. The study area extends from just west of the Springfield interchange (I-95/I-395/I-495) in Fairfax County, across the Woodrow Wilson Bridge, to just east of the Maryland 210 interchange in Prince George’s County, Maryland. A complementary effort led by the Department of Rail and Public Transportation (DRPT) will identify new transit and transportation demand management (TDM) enhancements. A first round of public meetings on the 495 SEL Study has been scheduled for mid- to late May, online and in person around Northern Virginia. NVTC will help get the word out about future engagement opportunities and will work to coordinate any proposed transit improvements and TDM efforts that result from the studies.
NVTC Executive Director Kate Mattice gained some much needed help with the addition of Genoveva Cutrell to NVTC’s staff this week. Genoveva will work closely with Kate as an executive assistant, helping to manage our growing portfolio of work and enabling Kate to further focus on key policy matters. Genoveva previously served as the secretary to the Omaha City Council before relocating to Northern Virginia last year. There she worked with seven elected council members to provide logistical, administrative and policy support. She’s also looking forward to volunteering at the Trust for the National Mall this summer.
Conferences teaches government communications best practice

Marketing and Engagement Manager Monique Blyther and Communication and Public Affairs Manager Matt Friedman spent several days the week of May 9 hearing from experts in communications for government agencies at the annual conference of the National Association of Government Communicators. Highlights of the conference, held in Louisville, Kentucky, included learning how to best engage diverse communities and how to break through the noise of the barrage of messages we see each day.
Chair Canek Aguirre and Executive Director Kate Mattice joined Rep. Gerry Connolly at the Burke Center Virginia Railway Express (VRE) station May 6 as the Congressman hosted a roundtable to discuss how critical investments from the bipartisan infrastructure law are supporting the region, specifically in passenger rail and public transit. Rep. Connolly says federal funding will be used to expand transit options for millions of Americans, reducing congestion and greenhouse gas emissions. The gathering also included Commissioners Jeff McKay and James Walkinshaw, as well as representatives from VRE.
Chair Katie Cristol and Commissioners pose for a group photo December 2021

Northern Virginia Transportation Commission
2300 Wilson Blvd., Ste. 230
Arlington, VA 22201

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NoVaRides.org

@NoVaTransit
Northern Virginia Transportation Commission

Financial Reports

April 2022
PERCENTAGE OF FY 2022 NVTC ADMINISTRATIVE BUDGET USED
April 2022
(TARGET 83.3% OR LESS)

Note: Refer to pages 2 and 3 for details
## Northern Virginia Transportation Commission
### G&A Budget Variance Report
#### April 2022

<table>
<thead>
<tr>
<th>Personnel Costs</th>
<th>Current Month</th>
<th>Year To Date</th>
<th>Annual Budget</th>
<th>Balance Available</th>
<th>Balance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and Wages</td>
<td>$162,444.56</td>
<td>$1,522,188.11</td>
<td>$2,102,700.00</td>
<td>$580,511.89</td>
<td>27.6%</td>
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<tr>
<td>Temporary Employee Services</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Personnel Costs</strong></td>
<td>162,444.56</td>
<td>1,522,188.11</td>
<td>2,102,700.00</td>
<td>580,511.89</td>
<td>27.6%</td>
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</table>

<table>
<thead>
<tr>
<th>Benefits</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Employer's Contributions:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FICA</td>
<td>11,488.49</td>
<td>109,266.59</td>
<td>144,000.00</td>
<td>34,733.41</td>
<td>24.1%</td>
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<td>Group Health Insurance</td>
<td>12,963.86</td>
<td>115,883.98</td>
<td>183,100.00</td>
<td>67,216.02</td>
<td>36.7%</td>
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<tr>
<td>Retirement</td>
<td>13,874.00</td>
<td>138,740.00</td>
<td>170,000.00</td>
<td>31,260.00</td>
<td>18.4%</td>
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<tr>
<td>Workmans &amp; Unemployment Compensation</td>
<td>57.53</td>
<td>4,411.46</td>
<td>5,500.00</td>
<td>1,088.54</td>
<td>19.8%</td>
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<tr>
<td>Life Insurance</td>
<td>290.66</td>
<td>5,034.38</td>
<td>6,800.00</td>
<td>1,765.62</td>
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<tr>
<td>Long Term Disability Insurance</td>
<td>681.49</td>
<td>6,591.07</td>
<td>11,000.00</td>
<td>4,408.93</td>
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<tr>
<td><strong>Total Benefit Costs</strong></td>
<td>39,356.03</td>
<td>379,927.48</td>
<td>520,400.00</td>
<td>140,472.52</td>
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<table>
<thead>
<tr>
<th>Administrative Costs</th>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Commissioners Per Diem</td>
<td>800.00</td>
<td>9,850.00</td>
<td>14,500.00</td>
<td>4,650.00</td>
<td>32.1%</td>
</tr>
</tbody>
</table>

### Rents:
- Office Rent: $33,261.05, $320,510.20, $379,600.00, $59,089.80, 15.6%
- Parking & Transit Benefits: $142.75, $1,193.83, $28,600.00, $27,406.17, 95.8%

### Insurance:
- Public Official Bonds: $300.00, $2,200.00, $2,300.00, $100.00, 4.3%
- Liability and Property: $467.35, $4,134.70, $5,100.00, $965.30, 18.9%

### Travel:
- Conference / Professional Development: $1,727.19, $13,829.87, $27,100.00, $13,270.13, 49.0%
- Non-Local Travel: $2438.21, $542.00, $2,500.00, $1,958.00, 78.3%
- Local Travel, Meetings and Related Expenses: $711.02, $8,831.78, $14,400.00, $5,568.22, 38.7%
# Northern Virginia Transportation Commission

## G&A Budget Variance Report

### April 2022

### Current Year to Date Balance Variance

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year To Date</th>
<th>Annual Budget</th>
<th>Balance Available</th>
<th>Balance %</th>
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</thead>
<tbody>
<tr>
<td><strong>Communication:</strong></td>
<td>1,376.86</td>
<td>12,340.75</td>
<td>16,000.00</td>
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<tr>
<td>Postage</td>
<td>500.00</td>
<td>960.44</td>
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<td>439.56</td>
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<tr>
<td>Telephone and Data</td>
<td>876.86</td>
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<td>3,219.69</td>
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<tr>
<td><strong>Publications &amp; Supplies</strong></td>
<td>3,062.30</td>
<td>19,368.23</td>
<td>28,900.00</td>
<td>9,531.77</td>
<td>33.0%</td>
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<tr>
<td>Office Supplies</td>
<td>172.37</td>
<td>1,758.40</td>
<td>3,000.00</td>
<td>1,241.60</td>
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<td>Duplicated and Paper</td>
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<td>6,531.85</td>
<td>10,900.00</td>
<td>4,368.15</td>
<td>40.1%</td>
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<tr>
<td>Public Engagement</td>
<td>1,599.02</td>
<td>11,077.98</td>
<td>15,000.00</td>
<td>3,922.02</td>
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<tr>
<td><strong>Operations:</strong></td>
<td>2,278.51</td>
<td>22,635.31</td>
<td>37,700.00</td>
<td>15,064.69</td>
<td>40.0%</td>
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<tr>
<td>Furniture and Equipment (Capital)</td>
<td>-</td>
<td>9,222.98</td>
<td>13,000.00</td>
<td>3,777.02</td>
<td>29.1%</td>
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<tr>
<td>Repairs and Maintenance</td>
<td>-</td>
<td>538.50</td>
<td>1,000.00</td>
<td>461.50</td>
<td>46.2%</td>
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<tr>
<td>Computer Operations</td>
<td>2,278.51</td>
<td>12,873.83</td>
<td>23,700.00</td>
<td>10,826.17</td>
<td>45.7%</td>
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<tr>
<td><strong>Other General and Administrative:</strong></td>
<td>769.81</td>
<td>8,718.94</td>
<td>10,000.00</td>
<td>1,281.06</td>
<td>12.8%</td>
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<td>Memberships</td>
<td>80.75</td>
<td>1,319.22</td>
<td>1,600.00</td>
<td>280.78</td>
<td>17.5%</td>
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<tr>
<td>Fees and Miscellaneous</td>
<td>689.06</td>
<td>6,971.72</td>
<td>6,900.00</td>
<td>(71.72)</td>
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<td>Advertising (Personnel/Procurement)</td>
<td>-</td>
<td>428.00</td>
<td>1,500.00</td>
<td>1,072.00</td>
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<tr>
<td><strong>Total Administrative Costs</strong></td>
<td>44,896.84</td>
<td>424,155.61</td>
<td>566,700.00</td>
<td>142,544.39</td>
<td>25.2%</td>
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</tbody>
</table>

### Contracting Services

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year To Date</th>
<th>Annual Budget</th>
<th>Balance Available</th>
<th>Balance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditing</td>
<td>-</td>
<td>17,050.00</td>
<td>25,100.00</td>
<td>8,050.00</td>
<td>32.1%</td>
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<tr>
<td>Contract Services and Support - Commuter Choice</td>
<td>12,162.52</td>
<td>76,917.06</td>
<td>463,600.00</td>
<td>386,682.94</td>
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<tr>
<td>Contract Services and Support - Other</td>
<td>6,247.91</td>
<td>67,835.14</td>
<td>120,000.00</td>
<td>52,164.86</td>
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<tr>
<td>Legal</td>
<td>2,916.67</td>
<td>29,166.70</td>
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<tr>
<td><strong>Total Contract Services</strong></td>
<td>21,327.10</td>
<td>190,968.90</td>
<td>643,700.00</td>
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### Total Gross G&A Expenses

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Month</th>
<th>Year To Date</th>
<th>Annual Budget</th>
<th>Balance Available</th>
<th>Balance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Gross G&amp;A Expenses</td>
<td>$ 268,024.53</td>
<td>$ 2,517,240.10</td>
<td>$ 3,833,500.00</td>
<td>$ 1,316,259.90</td>
<td>34.3%</td>
</tr>
</tbody>
</table>
### RECIPIENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Payer / Payee</th>
<th>Purpose</th>
<th>Wells Fargo Checking</th>
<th>Wells Fargo Savings</th>
<th>NVTC G&amp;A / Project</th>
<th>Commuter Choice</th>
<th>Trusts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Alexandria</td>
<td>G&amp;A contribution</td>
<td>$10,491.00</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>DMV</td>
<td>CROC funds</td>
<td>1,250,000.00</td>
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<tr>
<td>4</td>
<td>DMV</td>
<td>Motor Vehicle Fuels Sales tax revenue</td>
<td></td>
<td>1,351,928.95</td>
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<tr>
<td>5</td>
<td>DRPT</td>
<td>Capital grants receipts - Arlington</td>
<td></td>
<td>79,947.00</td>
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<tr>
<td>5</td>
<td>DRPT</td>
<td>Capital grant receipt</td>
<td>353.00</td>
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<tr>
<td>11</td>
<td>DRPT</td>
<td>Capital grant receipt - Fairfax</td>
<td>18,286.00</td>
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<td>11</td>
<td>DRPT</td>
<td>Capital grants receipts - Arlington</td>
<td></td>
<td>145,206.00</td>
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<tr>
<td>18</td>
<td>FTA</td>
<td>Grant receipt - Falls Church</td>
<td>358,753.00</td>
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<tr>
<td>19</td>
<td>VDOT</td>
<td>I-66 toll revenue</td>
<td>700,750.00</td>
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<tr>
<td>21</td>
<td>Loudoun</td>
<td>Local match</td>
<td>10,000.00</td>
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<td>25</td>
<td>DRPT</td>
<td>Capital and operating assistance - WMATA</td>
<td></td>
<td>22,091,411.00</td>
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<tr>
<td>27</td>
<td>VRE</td>
<td>Reimbursement for staff support</td>
<td>7,269.96</td>
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<td>30</td>
<td>Banks</td>
<td>Investment earnings</td>
<td>5.17</td>
<td>126.28</td>
<td>13,502.11</td>
<td>94,021.59</td>
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</tbody>
</table>

### DISBURSEMENTS

<table>
<thead>
<tr>
<th>Date</th>
<th>Payer / Payee</th>
<th>Purpose</th>
<th>Wells Fargo Checking</th>
<th>Wells Fargo Savings</th>
<th>NVTC G&amp;A / Project</th>
<th>Commuter Choice</th>
<th>Trusts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-30</td>
<td>Various G&amp;A expenses</td>
<td>(224,364.99)</td>
<td></td>
<td></td>
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<tr>
<td>1</td>
<td>WMATA</td>
<td>Metrobus operating</td>
<td>(3,093,588.00)</td>
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</tr>
<tr>
<td>1</td>
<td>WMATA</td>
<td>Metroaccess operating</td>
<td>(1,362,418.00)</td>
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<tr>
<td>1</td>
<td>WMATA</td>
<td>Metrorail operating</td>
<td>(5,754,649.00)</td>
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<tr>
<td>1</td>
<td>WMATA</td>
<td>CIP</td>
<td>(9,819,066.00)</td>
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<tr>
<td>1</td>
<td>WMATA</td>
<td>Project development</td>
<td>(204,790.00)</td>
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<tr>
<td>1</td>
<td>WMATA</td>
<td>Debt service</td>
<td>(1,031,608.00)</td>
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<tr>
<td>4</td>
<td>VRE</td>
<td>CROC funds</td>
<td>(1,250,000.00)</td>
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<tr>
<td>7</td>
<td>Loudoun</td>
<td>Commuter Choice I-66 reimbursement requests</td>
<td>(180,964.00)</td>
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<tr>
<td>12</td>
<td>Stantec</td>
<td>Consulting - NTD project</td>
<td>(5,124.36)</td>
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<tr>
<td>12</td>
<td>Kimley-Horn</td>
<td>Consulting - Fare collection project</td>
<td>(6,612.95)</td>
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<tr>
<td>12</td>
<td>Kimley-Horn</td>
<td>Consulting - Commuter Choice program</td>
<td>(10,850.09)</td>
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<tr>
<td>19</td>
<td>Falls Church</td>
<td>Costs incurred</td>
<td>(358,753.00)</td>
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<tr>
<td>29</td>
<td>Kittleson</td>
<td>Consulting - Route 7 project</td>
<td>(31,571.49)</td>
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<tr>
<td>30</td>
<td>Banks</td>
<td>Service charges</td>
<td>(67.73)</td>
<td>(49.79)</td>
<td>(1,608,753.00)</td>
<td>(180,964.00)</td>
<td>(21,266,119.00)</td>
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</tbody>
</table>

### TRANSFERS

<table>
<thead>
<tr>
<th>Date</th>
<th>Payer / Payee</th>
<th>Purpose</th>
<th>Wells Fargo Checking</th>
<th>Wells Fargo Savings</th>
<th>NVTC G&amp;A / Project</th>
<th>Commuter Choice</th>
<th>Trusts</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Transfer</td>
<td>From LGIP to LGIP (NTD project)</td>
<td>8,420.00</td>
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<td>12</td>
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<td>From LGIP to checking</td>
<td>(175,000.00)</td>
<td>(175,000.00)</td>
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<tr>
<td>13</td>
<td>Transfer</td>
<td>From LGIP to LGIP (NTD project)</td>
<td>5,124.36</td>
<td>(150,000.00)</td>
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<tr>
<td>19</td>
<td>Transfer</td>
<td>From LGIP to checking</td>
<td>325,000.00</td>
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### NET INCREASE (DECREASE) FOR MONTH

$46,408.39 $27,716.34 $(311,329.36) $533,288.11 $2,501,490.18
## NVTC INVESTMENT REPORT
### April 2022

<table>
<thead>
<tr>
<th>Type</th>
<th>Rate</th>
<th>Balance 3/31/22</th>
<th>Increase (Decrease)</th>
<th>Balance 4/30/22</th>
<th>NVTC G&amp;A/Project</th>
<th>Commuter Choice</th>
<th>Jurisdictions Trust Fund</th>
<th>Loudoun Trust Fund</th>
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</thead>
<tbody>
<tr>
<td><strong>Cash Deposits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wells Fargo: NVTC Checking</td>
<td>N/A</td>
<td>$109,771.84</td>
<td>$46,408.39</td>
<td>$156,180.23</td>
<td>$156,180.23</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Wells Fargo: NVTC Savings</td>
<td>0.160%</td>
<td>24,548.83</td>
<td>27,716.34</td>
<td>52,265.17</td>
<td>52,265.17</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Investments</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of America: Virginia Local Government Investment Pool</td>
<td>0.387%</td>
<td>352,916,178.40</td>
<td>2,723,448.93</td>
<td>355,639,627.33</td>
<td>93,381.35</td>
<td>42,778,286.20</td>
<td>263,465,735.47</td>
<td>49,302,224.31</td>
</tr>
</tbody>
</table>

| Total                         |            | $353,050,499.07 | $2,797,573.66 | $355,848,072.73 | $301,826.75 | $42,778,286.20 | $263,465,735.47 | $49,302,224.31 |
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.
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NVTC MONTHLY GAS TAX REVENUE
CITY OF FALLS CHURCH
FISCAL YEARS 2019-2022

Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.
Note: Taxes shown as received by NVTC in a particular month are generated from sales two months earlier.