

**ARTICLES OF INCORPORATION**  
**OF**  
**ROUTE 460 FUNDING CORPORATION OF VIRGINIA**

A Virginia Nonstock Corporation

1. **Name.** The name of the Corporation is

**ROUTE 460 FUNDING CORPORATION OF VIRGINIA**

2. **Purpose.** The Corporation is organized exclusively for charitable and social welfare purposes, including but not limited to relieving the burdens of government of the Commonwealth of Virginia by assisting in the development, design, construction, financing, maintenance, tolling and operation of a new west-east transportation link known as the U.S. Route 460 Corridor Improvements Project, situated within the Commonwealth of Virginia (the “Project”). Subject to the limitations set forth below, the Corporation may conduct any or all lawful affairs, not required to be stated specifically in these Articles, for which corporations may be incorporated under the Virginia Nonstock Corporation Act.

3. **Activities and Powers.** (a) The Corporation shall be operated exclusively for civic, charitable and social welfare purposes. The Corporation shall not be operated for profit. In furtherance of those purposes, the Corporation may exercise any and all powers conferred upon nonstock corporations by Sections 13.1-826 and -827 of the Virginia Nonstock Corporation Act.

(b) The property of the Corporation is irrevocably dedicated to civic, charitable and social welfare purposes. No part of the income or net earnings of the Corporation shall inure to the benefit of any director or officer of the Corporation or any person having a personal or private interest in the activities of the Corporation or any other private person, except

that the Corporation may pay reasonable compensation for services rendered, may retire indebtedness and may make payments or distributions in furtherance of the purposes set forth in Article 2.

(c) The Corporation shall not engage in any business unrelated to the Project and shall not own any assets other than those related to the Project or otherwise in furtherance of the purposes of the Corporation. The Corporation shall not issue or incur any indebtedness or obligations other than indebtedness and obligations related to the Project, including bonds and notes secured by Project revenues. The Corporation shall maintain its own separate books, records and accounts, shall observe all material formalities of corporate existence (including the maintenance of current minute books) and shall not commingle its funds or other assets with those of any other person.

(d) Until such time as all obligations of the Corporation evidenced by bonds or notes secured by Project revenues shall have been satisfied and the lien of any indenture securing such bonds or notes shall have been discharged in accordance with its terms, the Corporation shall not, without the affirmative vote of 100% of the voting members of the Board of Directors and the consent of the indenture trustee (acting on written instructions of bondholders given in accordance with the terms of such indenture), take any action to:

(i) amend, alter, change or repeal this Article 3 or any provision hereof;

(ii) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey, sell or transfer its property or assets substantially as an entirety to any entity, or cause itself to dissolve, windup or liquidate, in whole or in part, except as may be permitted under such indenture;

(iii) engage in any business or activity other than those permitted by these Articles; or

(iv) file a voluntary petition or consent to the filing of an involuntary petition or otherwise initiate or consent to any proceedings seeking an adjudication of insolvency or an order for relief as a debtor under any chapter of the United States Bankruptcy Code, as amended (11 USC §§ 101 et seq.); or file or consent to the filing of any petition seeking any composition, reorganization, readjustment, liquidation, dissolution or similar relief under any present or future federal or state statute or other law relating to bankruptcy, insolvency or other relief for debtors; or seek the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator or other similar official of the Corporation or of all or any substantial part of the properties and assets of the Corporation; or make any general assignment for the benefit of creditors, admit in writing its inability pay its debts generally as they become due, declare or effect a moratorium on its debts or take any other action in furtherance of, or consent to or acquiesce in, any of the foregoing actions.

**4. Members.** The Corporation shall have no voting members. All voting power, including without limitation power to vote on amending these Articles of Incorporation, shall be vested in the Board of Directors.

**5. Directors.** Unless the Corporation's bylaws provide otherwise, the number of Directors of the Corporation shall be five. Two of the Directors shall be designated as ex officio with full voting powers and privileges and shall serve as Directors during their respective tenure as (i) the Chief Financial Officer of the Virginia Department of Transportation and (ii) the [\_\_\_\_\_] of the Virginia Resources Authority. The remaining three Directors shall be the initial

Directors listed below, each of whom shall serve for an initial term of four years. Thereafter, the remaining three Directors shall be appointed or reappointed by the Commonwealth Transportation Board, with each such appointment being for a term of four years. The following individuals constitute the initial non-ex officio Board of Directors:

<u>Name</u>	<u>Address</u>	<u>Term Ends</u>
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6. **Registered Office and Agent.** The registered office of the Corporation shall be [\_\_\_\_\_]. The registered agent shall be [\_\_\_\_\_].

7. **Dissolution.** Upon the dissolution of the Corporation and the winding up of its affairs, the assets of the Corporation shall be distributed to the Commonwealth of Virginia to be used exclusively for public purposes.

8. **Indemnification.** (a) In this Article:

“applicant” means the person seeking indemnification pursuant to this Article;

“expenses” includes counsel fees;

“liability” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding;

“party” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding; and

“proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

(b) In any proceeding brought by or in the right of the Corporation, no Director or officer of the Corporation shall be liable to the Corporation for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior to or subsequent to the effective date of this Article, except for liability resulting from such person’s having engaged in willful misconduct or a knowing violation of the criminal law or any federal or state securities laws.

(c) The Corporation shall indemnify (i) any person who was or is a party to any proceeding by reason of being or having been a Director or officer of the Corporation, or (ii) any Director or officer who is or was serving at the request of the Corporation as a director, trustee, partner or officer of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability, including advancement or reimbursement of reasonable expenses, incurred in connection with such proceeding unless the Director or officer engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving an employee benefit plan at the Corporation’s request if the person’s duties to the Corporation also impose duties, or otherwise involve services, to the plan or to participants in or beneficiaries of the plan. The Board of Directors, by a majority vote of disinterested Directors, may enter into a contract to indemnify any Director or officer in respect of any proceedings arising from any act or omission, whether occurring before or after the execution of such contract.

(d) The provisions of this Article shall be applicable to all proceedings commenced after the adoption hereof, arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Corporation shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall, to the extent payment or reimbursement is required hereunder, promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such Director or officer in connection with such actions and determinations or proceedings of any kind arising therefrom, including all reasonable expenses incurred in establishing entitlement to indemnity or reimbursement.

(e) The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the applicant did not meet the standard of conduct described in section (b) or (c) of this Article.

(f) Any indemnification under section (c) of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because the applicant has met the applicable standard of conduct set forth in section (c). The determination shall be made:

(i) By the Board of Directors by a majority vote of a quorum consisting of Directors not at the time parties to the proceeding;

(ii) If a quorum cannot be obtained under subsection (i) of this section, by majority vote of a committee duly designated by the Board of Directors (in which

designation Directors who are parties may participate), such committee consisting solely of two or more Directors not at the time parties to the proceeding; or

(iii) By special legal counsel:

(A) Selected by the Board of Directors or its committee in the manner prescribed in subsection (i) or (ii) of this section; or

(B) If a quorum of the Board of Directors cannot be obtained under subsection (i) of this section and a committee cannot be designated under subsection (ii) of this section selected by majority vote of the full Board of Directors, in which selection Directors who are parties may participate.

Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, such evaluation as to reasonableness of expenses shall be made by those entitled under subsection (iii) of this section to select counsel.

(g) The Corporation shall pay for or reimburse the reasonable expenses incurred by any applicant who is a party to a proceeding in advance of final disposition of the proceeding or the making of any determination under section (f) if the applicant furnishes the Corporation:

(A) A written statement of the applicant's good faith belief that the applicant has met the standard of conduct described in section (c); and

(B) A written undertaking, executed personally or on the applicant's behalf, to repay the advance if it is ultimately determined that the applicant did not meet such standard of conduct.

(ii) The undertaking required by paragraph (B) of subsection (i) of this section shall be an unlimited general obligation of the applicant but need not be secured and may be accepted without reference to financial ability to make repayment.

(iii) Authorizations of payments under this section shall be made by the persons specified in section (f).

(h) The Board of Directors is hereby empowered, by majority vote of a quorum consisting of disinterested Directors, to cause the Corporation to indemnify or contract to indemnify any person not specified in section (c) of this Article who was, is or may become a party to any proceeding, by reason of being or having been an employee or agent of the Corporation, or serving or having served at the request of the Corporation as director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if that person were specified as one to whom indemnification is granted under section (c). The provisions of sections (c) through (g) of this Article shall be applicable to any indemnification provided pursuant to this section.

(i) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and may also procure insurance, in such amounts as the Board of Directors may determine, on behalf of any person who is or was a Director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by that person in any such capacity or arising from the person's status as such, whether or not the Corporation would have power to indemnify against such liability under the provisions of this Article.

(j) Every reference herein to directors, officers, employees or agents shall include former directors, officers, employees and agents and their respective heirs, executors and administrators. The indemnification hereby provided and provided hereafter pursuant to the power conferred by this Article on the Board of Directors shall not be exclusive of any other rights to which any person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues or matters in relation to which the Corporation would not have the power to indemnify such person under the provisions of this Article. Such rights shall not prevent or restrict the power of the Corporation to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to one or more indemnification agreements, bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board of Directors (whether or not any of the Directors of the Corporation shall be a party to or beneficiary of any such agreements, bylaws or arrangements); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to this Article or applicable laws of the Commonwealth of Virginia.

(k) Each provision of this Article shall be severable, and an adverse determination as to any such provision shall in no way affect the validity of any other provision.

Dated: [\_\_\_\_\_], 2012.

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John D. O'Neill, Jr., Incorporator