Transport Canada and
Infrastructure Canada

Transports Canada et
Infrastructure Canada

Associate Deputy Minister
of Transport, Infrastructure
and Communities

Sous-ministre déléguée des
Transports, de l'infrastructure
et des Collectivités

Place de Ville
Ottawa ON K1A 0N5

February 18, 2015

Mr. Karl Calvo, U.S. Customs and Border Protection

Mr. Michael Gelber, U.S. General Services Administration

Mr. Andy Doctoroff, Advisor to the Governor of Michigan

Mr. Michael Cautillo, Windsor-Detroit Bridge Authority

Dear Colleagues:

U.S. Federal Plaza Arrangement

I am pleased to provide you with a copy of the fully executed U.S. Plaza Arrangement. I wish to thank you and your teams for the excellent collaboration in completing this very important milestone for the NITC/DRIC project.

We look forward to your continued cooperation as we move ahead with the preparations for the launching of the procurement process for the public-private partnership.

Looking forward to seeing you soon and please receive my very best regards,

(b) (6)
[redacted]

Helena M. Borges

Canada

U.S. FEDERAL PLAZA ARRANGEMENT

Among:

Transport Canada

-and-

Windsor-Detroit Bridge Authority

-and-

State of Michigan

-and-

United States Government, as Represented by the U.S. General Services Administration and U.S. Customs and Border Protection

INTRODUCTION

Key terms used in this Arrangement are defined in the Key Terms section beginning on page 2.

The Crossing Agreement dated as of June 15, 2012, between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport, the Windsor-Detroit Bridge Authority, an entity established by Canada pursuant to the laws of Canada, and the State of Michigan, in its own right, as represented by its Governor, and by and through the Michigan Department of Transportation, a department of Michigan, and the Michigan Strategic Fund, a public body corporate and politic and public agency of Michigan, provides a framework as described in the Crossing Agreement for the Crossing Authority:

(a) to design, construct, finance, operate, and maintain the International Crossing between Canada and Michigan through the life-cycle of the International Crossing and design, construct and finance the Michigan Interchange prior to the International Crossing Opening Date, under the oversight of a jointly established International Authority with three members appointed by Canada and the Crossing Authority and three members appointed by the Michigan Participants; and

(b) to design, construct, finance, Operate, and Maintain the U.S. Federal Plaza and the U.S. Federal Plaza Facilities, subject to the agreement of the U.S. Federal Agencies and subject to funding as approved by Canada, initially through one Public-Private Agreement with one private sector Concessionaire procured through a competitive procurement process.

This Arrangement is intended by Canada, the Crossing Authority and Michigan to satisfy the requirement in Article IX, section 4 of the Crossing Agreement for the Crossing Authority to

enter into discussions with the U.S. Federal Agencies to determine whether and the extent to which the U.S. Federal Agencies or the Crossing Authority will be responsible for one or more of the design, construction, finance and maintenance of the U.S. Federal Plaza.

On March 25, 2013, the U.S. Department of State approved the Crossing Agreement. USG was not a party to the Crossing Agreement. On April 12, 2013, the U.S. Department of State issued the Presidential Permit.

To facilitate meeting broader project delivery milestones and to govern the development and post-delivery operation of the U.S. Federal Plaza, the Participants have agreed to establish this non-binding Arrangement. This Arrangement describes the bi-national/interagency strategy for delivering the U.S. Federal Plaza and defines the expected development and post-delivery roles and responsibilities of the Participants.

This Arrangement is not intended by any of the Participants to satisfy the requirement in Article 10, paragraph 2 of the Presidential Permit for an agreement between Michigan and CBP and other U.S. Federal Agencies on provision of suitable facilities for officers to perform their duties.

KEY TERMS

Where used in this Arrangement, except Appendices A and B, the following words and terms have the following meanings:

(a) "**Arrangement**" means this U.S. Federal Plaza Arrangement, with the exception of Appendices A and B.

(b) "**Canada**" means Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport.

(c) "**Canadian Crossing**" means the bridge, plaza and approach in Canada included in the International Crossing Alignment, but not including the Windsor-Essex Parkway.

(d) "**Concessionaire**" means a Private Entity that is party to a Public-Private Agreement contemplated by this Arrangement.

(e) "**CBP**" means U.S. Customs and Border Protection, a component of the U.S. Department of Homeland Security.

(f) "**Crossing Agreement**" means the agreement dated as of June 15, 2012, between Canada, the Crossing Authority and the Michigan Participants, attached as Appendix A to this Arrangement.

(g) "**Crossing Authority**" means the WDBA.

(h) "**Furniture, Fixtures & Equipment**" means the information technology infrastructure, furniture, security, voice/data, CBP inspection-related equipment,

and other needs that are not a part of or an extension of the shell facilities that CBP or any other U.S. Federal Agency requires to operate at full capacity.

(i) "**GSA**" means the U.S. General Services Administration, an independent agency in the executive branch of the USG.

(j) "**International Authority**" means a public body corporate and legal entity established by the Crossing Agreement.

(k) "**International Crossing**" means the Canadian Crossing and the Michigan Crossing.

(l) "**International Crossing Alignment**" means the location of the Canadian Crossing in Canada and the location of the Michigan Crossing, the Michigan Interchange and the U.S. Federal Plaza in Michigan substantially consistent with the Detroit River International Crossing Environmental Assessment Study, Environmental Assessment Report W.O. 04-33-002, dated December 2008, approved by the Ontario Minister of Environment on August 11, 2009, and substantially consistent with the Record of Decision for the Proposed Detroit River International Crossing, Wayne County, Michigan, FHWA-MI-EIS-05-01-R, dated January 14, 2009.

(m) "**International Crossing Opening Date**" means the date the International Crossing is open to transportation by the public.

(n) "**Maintain**" and "**Maintenance**" means the regular, recurring work, activities and materials that preserve or sustain the ability of a property asset to continue to carry out its intended function or preserve its established level of performance, including facility preventive maintenance, general repairs (including capital repairs) and necessary replacements (including capital replacements).

(o) "**MDOT**" means the Michigan Department of Transportation, a department of Michigan.

(p) "**Michigan**" means the State of Michigan, in its own right, as represented by its Governor.

(q) "**Michigan Crossing**" means the bridge and approach, including the plaza, in Michigan, included in the International Crossing Alignment, but not including the Michigan Interchange and the U.S. Federal Plaza.

(r) "**Michigan Interchange**" means the interchange between Interstate 75 and the Michigan Crossing or the U.S. Federal Plaza, included in the International Crossing Alignment.

(s) "**Michigan Participants**" means Michigan, MDOT and MSF.

(t) **"Michigan Strategic Fund"** or **"MSF"** means the Michigan Strategic Fund, a public body corporate and politic and public agency of Michigan.

(u) **"Operate"** and **"Operations"** means facility management activities associated with the day-to-day occupancy and use of a facility, including custodial services, purchase of water, electricity, natural gas, sewage disposal, and other utilities, landscape and grounds upkeep, snow removal, waste disposal and recycling, and pest control.

(v) **"P3 Procurement Process"** means the public-private-partnership procurement process described in Appendix C to this Arrangement.

(w) **"Participants"** means Transport Canada, the Crossing Authority, Michigan, and the USG.

(x) **"Presidential Permit"** means the Presidential Permit issued by the U.S. Department of State to Michigan on April 12, 2013, to construct, connect, operate, and maintain at the border of the United States a bridge linking Detroit, Michigan and Windsor, Ontario attached as Appendix B to this Arrangement. *See* 78 Fed. Reg. 23327 (April 18, 2013); 78 Fed. Reg. 25521 (May 1, 2013).

(y) **"Presidential Permit Application"** means Michigan's June 18, 2012, application for a Presidential Permit.

(z) **"Private Entity"** means any non-governmental business entity.

(aa) **"Proponent"** means a respondent to the RFP.

(bb) **"Public-Private Agreement"** means any agreement between the Crossing Authority and a Concessionaire (i) prior to the International Crossing Opening Date providing for the design, construction, financing, operation, and maintenance of the International Crossing; (ii) prior to the International Crossing Opening Date providing for the design and construction of the Michigan Interchange; (iii) prior to the International Crossing Opening Date providing for the design, construction, financing, Operation, and Maintenance of the U.S. Federal Plaza Facilities; and (iv) after the International Crossing Opening Date providing for the improvement, Operation and Maintenance of one or more of the International Crossing and the U.S. Federal Plaza Facilities.

(cc) **"Redevelopment"** or **"Redeveloping"** means demolishing and rebuilding the U.S. Federal Plaza Facilities in whole or in majority part for purposes of improving their operational capabilities.

(dd) **"RFP"** means the request for proposals for the Public-Private Agreement for the International Crossing, the Michigan Interchange and the U.S. Federal Plaza Facilities.

(ee) "**RFQ**" means the request for qualifications for the Public-Private Agreement for the International Crossing, the Michigan Interchange and the U.S. Federal Plaza Facilities.

(ff) "**Transport Canada**" means the Department of Transport, a department of the Government of Canada.

(gg) "**U.S.**" means the United States of America.

(hh) "**U.S. Federal Agencies**" means CBP, GSA and any other U.S. Federal Government agency, as applicable in the context.

(ii) "**U.S. Federal Inspection Services**" means customs, immigration, agricultural inspections, and other international border inspection-related services performed by U.S. Federal Agencies.

(jj) "**U.S. Federal Plaza**" means the plaza in Michigan consistent with the location defined in the International Crossing Alignment.

(kk) "**U.S. Federal Plaza Facilities**" means all structures, facilities and improvements on the U.S. Federal Plaza for use by one or more U.S. Federal Agencies for U.S. Federal Inspection Services consistent with the structure, facilities and improvements at comparable U.S. international border crossings

(ll) "**U.S. Federal Plaza Lands**" means all land, rights-of-way, property, rights, easements, and interests, if any, determined by the Crossing Authority (in consultation with Michigan) and the appropriate U.S. Federal Agencies, to be necessary for the U.S. Federal Plaza.

(mm) "**U.S. Federal Plaza Lands Lease**" or "**Land Lease**" means the lease by the Michigan Participants to the Crossing Authority of the U.S. Federal Plaza Lands owned by Michigan, at no cost, for a term commencing on the date of execution and expiring or otherwise terminating upon the expiration or other termination of the Crossing Agreement, and in form and substance satisfactory to the Crossing Authority.

(nn) "**U.S. Federal Plaza Sublease**" or "**Sublease**" means the sublease by the Crossing Authority to USG of the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities, at no cost, for the original term of 20 years commencing upon occupancy of the U.S. Federal Plaza Facilities, and on other terms and conditions mutually agreed upon by the Crossing Authority and USG; renewable for successive 20-year renewal terms and a final renewal term of less than 20 years expiring upon the expiration of the U.S. Federal Plaza Lands Lease; with each renewal term to be on the same terms and conditions as the original term, except for the renewal rights; exercisable at the option of USG.

(oo) "**USG**" means the U.S. Government, acting by and through GSA or CBP, as appropriate.

(pp) "**Windsor-Detroit Bridge Authority**" or "**WDBA**" means a Crown corporation established by Canada pursuant to the *International Bridges and Tunnels Act* (Canada).

PURPOSE OF THE ARRANGEMENT

This Arrangement is intended to provide a framework for the on-going coordinated delivery of the U.S. Federal Plaza. In doing so, this Arrangement is expected to foster a mutual understanding of forthcoming solicitation, planning, design, construction, operations, and maintenance activities, as well as the high-level expectations concerning roles and responsibilities of the Participants. This Arrangement also references a legally binding U.S. Federal Plaza Sublease to be entered into in the future between USG and WDBA that is considered in furtherance of the Presidential Permit.

This Arrangement does not obligate funds or create a financial obligation by any of the Participants. All activities contemplated by this Arrangement are subject to the availability of funds and sufficient budgetary resources. This Arrangement does not amend, alter, modify, or supersede the Presidential Permit or the Crossing Agreement and is not intended to create any rights or obligations under domestic or international law and does not create or confer any right or benefit on any person or party, private or public. The provisions of this Arrangement are not intended to prevent any Participant from cooperating with other countries or from granting assistance consistent with the provision of applicable international treaties, agreements or arrangements, or domestic laws and related policies.

U.S. FEDERAL PLAZA DELIVERY STRATEGY

The Michigan Participants, subject to funding by the Crossing Authority, have agreed pursuant to the Crossing Agreement to be responsible for the acquisition, including by condemnation, if necessary, of the U.S. Federal Plaza Lands.

The Crossing Authority, subject to funding by Canada, has agreed pursuant to the Crossing Agreement to be responsible for funding the acquisition of the U.S. Federal Plaza Lands by the Michigan Participants.

The Michigan Participants intend to acquire the U.S. Federal Plaza Lands consistent with the Presidential Permit Application and the requirements of the Presidential Permit.

The Crossing Authority intends to provide GSA with rights to review and approve the site selected for the U.S. Federal Plaza Facilities on the U.S. Federal Plaza Lands to ensure that the selected site is consistent with the Presidential Permit Application and the Presidential Permit and is adequate and acceptable for the Crossing Authority to construct and operate or cause to be constructed and operated the U.S. Federal Plaza Facilities on the U.S. Federal Plaza Lands.

The Michigan Participants intend to lease the U.S. Federal Plaza Lands owned by the Michigan Participants to the Crossing Authority, at no cost, for a term commencing on the date of execution and expiring or otherwise terminating upon the expiration or other termination of the Crossing Agreement, and in form and substance satisfactory to the Crossing Authority. The Michigan Participants and the Crossing Authority intend to execute the U.S. Federal Plaza Lands Lease prior to execution of the initial Public-Private Agreement.

The Crossing Authority, subject to funding approved by Canada, intends to design, construct, finance, Operate, and Maintain the U.S. Federal Plaza Facilities, initially through one Public-Private Agreement with one Concessionaire procured through a competitive procurement process for the International Crossing, the Michigan Interchange and the U.S. Federal Plaza Facilities, and after the expiration or earlier termination of the initial Public-Private Agreement, through one or more subsequent Public-Private Agreements with one or more Concessionaires, or through other means determined by the Crossing Authority, in consultation with USG.

The Crossing Authority intends to procure the initial Public-Private Agreement through the P3 Procurement Process. The Crossing Authority and the U.S. Federal Agencies intend that the Crossing Authority may rely upon the participation of the U.S. Federal Agencies to assist with the preparation of the RFQ and the RFP, with the evaluation of responses thereto and with the negotiation of the Public-Private Agreement, as a non-voting technical advisor, consistent with the P3 Procurement Process.

The Crossing Authority intends to sublease the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities to USG, acting by and through GSA, at no cost, for the original term of 20 years commencing upon occupancy of the U.S. Federal Plaza Facilities, and on other terms and conditions mutually agreed upon by the Crossing Authority and USG; renewable for successive 20-year renewal terms and a final renewal term of less than 20 years expiring upon the expiration of the U.S. Federal Plaza Lands Lease; with each renewal term to be on the same terms and conditions as the original term, except for the renewal rights; exercisable at the option of USG. The Crossing Authority and USG intend to execute the U.S. Federal Plaza Sublease prior to the execution of the initial Public-Private Agreement. USG intends to exercise all of its options to renew pursuant to the U.S. Federal Plaza Sublease, subject to the availability of funds and sufficient budgetary resources.

The Crossing Authority and USG intend that the terms and conditions of the U.S. Federal Plaza Sublease provide the Crossing Authority and USG with the right to terminate the U.S. Federal Plaza Sublease in the event of default by the other, but only after providing sufficient notice and a reasonable period to cure or dispute the existence of the default, including good faith consultations between the Canadian and U.S. Governments to avoid the termination.

The Participants acknowledge that the U.S. Federal Plaza Lands Lease and the U.S. Federal Plaza Sublease will contain provisions that preserve USG's right to continue in possession and occupy and operate the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities solely for U.S. Federal Inspection Services, during the term of the Crossing Agreement, in the event of termination of the U.S. Federal Plaza Sublease upon default by the Crossing Authority.

In the event of the expiration or earlier termination of the Crossing Agreement, the Participants intend to negotiate in good faith to permit USG to continue to use the U.S. Federal Plaza Lands and the U.S. Federal Plaza Facilities for U.S. Federal Inspection Services.

USG ROLES & ACTIVITIES

USG intends to:

1. Assign a single point of contact on behalf of USG to coordinate the activities of USG during the initial procurement, design and construction of the U.S. Federal Plaza Facilities, consistent with this Arrangement, the P3 Procurement Process and the initial Public-Private Agreement;

2. Assign a single point of contact for USG to coordinate Operations and Maintenance (including life-cycle capital and non-capital repairs) by the Concessionaire on behalf of the Crossing Authority during the term of the U.S. Federal Plaza Sublease, consistent with the U.S. Federal Plaza Sublease and the initial Public-Private Agreement;

3. During the procurement for the U.S. Federal Plaza Facilities prior to the execution of the initial Public-Private Agreement, consistent with the requirements of the P3 Procurement Process described in greater detail in Appendix C, and in consultation with Michigan, as appropriate:

(a) Provide to the Crossing Authority project specifications compliant with applicable federal laws, rules, regulations, policies, and codes for the U.S. Federal Plaza Facilities.

(b) Provide previously developed designs and related studies to inform the Public-Private Agreement to be procured by the Crossing Authority for the U.S. Federal Plaza Facilities.

(c) Provide to the Crossing Authority documents relating to the U.S. Federal Plaza Facilities for incorporation into the RFQ and RFP, including, but not limited to, the Land Port of Entry Design Standards and Operations and Maintenance Service Level Agreement templates, subject to USG's procedures for access to Sensitive But Unclassified Building Information and Controlled Unclassified Information.

(d) Provide review and input, as appropriate, to the Crossing Authority regarding project development and implementation milestones, including, but not limited to, for example, peer review of design concepts for the U.S. Federal Plaza Facilities.

(e) Coordinate with the Crossing Authority and other relevant stakeholders to establish a U.S. Federal Plaza master plan that could accommodate future facility improvements and expansions in anticipation of changing traffic volumes and workload.

(f) Assign the necessary subject matter experts to assist with the RFQ and the RFP development, proposal reviews, technical evaluations, bidder conferences/ meetings, and other solicitation-related activities;

4. During initial design and construction of the U.S. Federal Plaza Facilities after the execution of the initial Public-Private Agreement, consistent with the requirements of the P3 Procurement Process and the initial Public-Private Agreement, and in consultation with Michigan, as appropriate:

(a) Collaborate with the Crossing Authority to support design and construction document reviews and approvals, facilitate lease planning and execution activities and meet other key milestones consistent with the P3 Procurement Process.

(b) Outfit the completed U.S. Federal Plaza with the Furniture, Fixtures & Equipment in accordance with the P3 Procurement Process.

(c) Participate in construction walk-throughs, delivery inspections and punch list activities to confirm operational requirements and quality standards have been met; and

5. During the operation of the U.S. Federal Plaza Facilities after the International Crossing Opening Date, consistent with the U.S. Federal Plaza Sublease and the initial Public-Private Agreement:

(a) Subject to the U.S. Federal Agencies' completion of necessary regulatory actions prior to the commencement of the U.S. Federal Inspection Services at the International Crossing, availability of funds, sufficient budgetary resources, and in accordance with the operational policies of the U.S. Federal Agencies, as such policies may be revised from time to time, commence U.S. Federal Inspection Services at the International Crossing on the International Crossing Opening Date and continue U.S. Federal Inspection Services for the International Crossing during the original term of the U.S. Federal Plaza Sublease and all renewals, unless terminated pursuant to the terms of the U.S. Federal Plaza Sublease.

(b) Subject to availability of funds, sufficient budgetary resources and in accordance with the operational policies of the U.S. Federal Agencies, as such policies may be revised from time to time, staff the U.S. Federal Plaza Facilities for the U.S. Federal Inspection Services to accommodate traffic volumes on the Michigan Crossing at a level consistent with staffing levels at comparable U.S. international border crossings.

(c) Maintain U.S. Federal Plaza Furniture, Fixtures & Equipment, as needed.

(d) Collaborate with Canadian inspection services authorities, as requested, in seeking operational efficiencies in Canadian inspection services and U.S. Federal Inspection Services for the International Crossing during the original term of the U.S. Federal Plaza Sublease and all renewals.

U.S. FEDERAL PLAZA SUBLEASE

The Participants intend for agreement to be reached between the Crossing Authority and USG:

(a) on the material terms of the U.S. Federal Plaza Sublease, consistent with the terms outlined in Appendix D, in principle, or as otherwise agreed by the Crossing Authority and USG, as soon as reasonably possible and not later than March 31, 2015;

(b) on the proposed form and content of the U.S. Federal Plaza Sublease, consistent with the terms outlined in Appendix D, or as otherwise agreed by the Crossing Authority and USG, prior to the issuance of the RFP; and

(c) on the final form and content of the U.S. Federal Plaza Sublease, consistent with the terms as outlined in Appendix D, or as otherwise agreed by the Crossing Authority and USG, for execution prior to the execution of the initial Public-Private Agreement.

FINAL DISPOSITIONS

This Arrangement comes into effect upon its signature by all the Participants and may be executed in counterparts, each of which when signed is an original but all of which taken together constitute one and the same instrument. The Participants may amend this Arrangement at any time upon their mutual written consent.

SIGNATORIES

For Transport Canada

(b) (6) [redacted]

FEV FEB 1 7 2015

DATE:

Name:
Title:

For the Windsor-Detroit Bridge Authority

DATE:

Name:
Title:

For the State of Michigan

DATE:

Name:
Title:

For the U.S. General Services Administration

DATE:

Name:
Title:

For U.S. Customs & Border Protection

DATE:

Name:
Title:

11795392-2

SIGNATORIES

For Transport Canada

_____ DATE: _____

Name:
Title:

For the Windsor-Detroit Bridge Authority

(b) (6) [redacted]

_____ DATE: February 4 2015

Name: Michael Castilla
Title: President & CEO.

For the State of Michigan

_____ DATE: _____

Name:
Title:

For the U.S. General Services Administration

_____ DATE: _____

Name:
Title:

For U.S. Customs & Border Protection

_____ DATE: _____

Name:
Title:

11795392-2

SIGNATORIES

For Transport Canada

_____ DATE:_____

Name:
Title:

For the Windsor-Detroit Bridge Authority

_____ DATE:_____

Name:
Title:

For the State of Michigan

(b) (6) [redacted]

_____ DATE: JAN 2 0 2015

Name: ANDREW S. ARCTOROFF
Title: Senior Advisor

For the U.S. General Services Administration

_____ DATE:_____

Name:
Title:

For U.S. Customs & Border Protection

_____ DATE:_____

Name:
Title:

11795392-2

SIGNATORIES

For Transport Canada

_____ DATE: _____

Name:
Title:

For the Windsor-Detroit Bridge Authority

_____ DATE: _____

Name:
Title:

For the State of Michigan

_____ DATE: _____

Name:
Title:

For the U.S. General Services Administration

(b) (6) [redacted]

_____ DATE: January 21, 2015

Name: Norman Dong
Title: Commissioner, Public Buildings Service

For U.S. Customs & Border Protection

(b) (6) [redacted]

_____ DATE: 1/28/2015

Name:
Title:

11795392-2

APPENDIX A
CROSSING AGREEMENT

EXECUTION COPY

CROSSING AGREEMENT

Initial Execution Date: June 15, 2012

Parties:

Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport ("Canada").

-and-

Crossing Authority ("Crossing Authority"), an entity to be established by Canada pursuant to and subject to the Laws of Canada after the Initial Execution Date.

-and-

State of Michigan ("Michigan"), in its own right, as represented by its Governor, and by and through, the Michigan Department of Transportation ("MDOT"), a department of Michigan and the Michigan Strategic Fund ("MSF"), a public body corporate and politic and public agency of Michigan (individually referred to as a "Michigan Party" and collectively referred to as the "Michigan Parties").

Synopsis:

The Crossing Agreement provides a framework for a Crossing Authority established by Canada to design, construct, finance, operate and maintain a new International Crossing between Canada and Michigan, under the oversight of a jointly established International Authority with three members appointed by Canada and the Crossing Authority and three members appointed by the Michigan Parties, and with funding approved by Canada, but with no funding by the Michigan Parties. The Michigan Parties are not obligated to pay any of the costs of the new International Crossing.

CROSSING AGREEMENT

Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport; Crossing Authority, an entity to be established by Canada pursuant to and subject to the Laws of Canada after the Initial Execution Date; and the State of Michigan, in its own right, as represented by its Governor, and by and through, the Michigan Department of Transportation, and the Michigan Strategic Fund hereby agree as follows:

I
HISTORY

In 2001, Transport Canada, the United States Federal Highway Administration, the Ontario Ministry of Transportation and the Michigan Department of Transportation formed the Canada-United States-Ontario-Michigan Border Transportation Partnership (the "**Partnership**") to identify and evaluate trans-border infrastructure improvements in the Detroit-Windsor trade corridor, with a focus on the long term studies needed to support this work.

In May 2001, the Partnership launched a Planning, Needs and Feasibility Study ("**P/NF**") to assess the existing transportation network and long-range transportation plans in southeast Michigan and southwest Ontario. The P/NF study was completed in 2004 and included a broad range of recommendations including that a new or expanded international crossing be constructed and connected to highway networks on both sides of the border. The P/NF also recommended that formal environmental assessment processes be initiated.

Following the completion of the P/NF, the formal environmental assessment process was launched to develop a new or expanded Detroit-Windsor crossing. A coordinated environmental study process was developed to meet the legislative requirements of each jurisdiction.

Through the environmental assessment process, the location for a new Detroit-Windsor crossing, and associated border inspection facilities and freeway connection was selected in both Canada and the United States of America. The necessary environmental approvals were obtained under the *Canadian Environmental Assessment Act* (Canada), the *Environmental Assessment Act* (Ontario) and the *U.S. National Environmental Policy Act.*

II
PURPOSE

This Agreement is to provide a framework for the Crossing Authority established by Canada to, with the assistance as necessary, but not funding by, Michigan:

(a) design, construct, finance, operate and maintain the International Crossing through the life cycle of the International Crossing and design, construct

and finance the Michigan Interchange prior to the International Crossing Opening Date, under the oversight of the International Authority established by this Agreement with three members appointed by Canada and the Crossing Authority and three members appointed by the Michigan Parties, with funding as approved by Canada, through one or more Public-Private Agreements with one or more private sector Concessionaires procured through one or more competitive procurement processes; and

(b) design, construct, finance and/or maintain the US Federal Plaza, with the agreement and funding as approved by US Federal Agencies and with any funding as approved by Canada, through one or more US Federal Plaza Public-Private Agreements with one or more private sector Concessionaires procured through one or more competitive procurement processes;

in order to facilitate international trade and the efficient movement of legitimate goods and travelers between Canada and the United States of America; support the economies of Ontario and Canada and Michigan and the United States of America; and benefit the communities in and around Detroit and in and around Windsor.

III
PARTIES

Section 1. Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport (herein referred to as "**Canada**"), has the sovereign power and authority to enter into and carry out its obligations as a Party to this Agreement, subject to the terms and conditions of this Agreement.

Section 2. An entity (herein referred to as the "**Crossing Authority**") shall be established by Canada pursuant and subject to the Laws of Canada after the Initial Execution Date for the purpose of entering into and carrying out its obligations as a Party to this Agreement and shall have the power and authority to enter into and carry out its obligations as a Party to this Agreement, subject to the terms and conditions of this Agreement.

Section 3. The State of Michigan (herein referred to as "**Michigan**") has the power and constitutional authority under Section 5 of Article 3 of the *Michigan Constitution of 1963* and authority under other Michigan Law, subject to the requirements of Section 10 of Article 1 of the *US Constitution*, to enter into and carry out its obligations as a Party to this Agreement, in its own right and by and through either or both MDOT and MSF, subject to the terms and conditions of this Agreement.

Section 4. The Michigan Department of Transportation (herein referred to as "**MDOT**"), a department of Michigan, has the power and authority to enter into and carry out its obligations as a Party to this Agreement, subject to the terms and conditions of this Agreement.

Section 5. The Michigan Strategic Fund (herein referred to as "**MSF**"), a public body corporate and politic and a public agency of Michigan, has the power and authority to enter into and carry out its obligations as a Party to this Agreement, subject to the terms and conditions of this Agreement.

Section 6. Michigan, MDOT and MSF (herein individually referred to as a "**Michigan Party**" and collectively referred to as the "**Michigan Parties**") shall, collectively or by or through one or more of the Michigan Parties, as determined by the Michigan Parties, be responsible for the obligations of the Michigan Parties pursuant to this Agreement.

IV
INTERPRETATION

Section 1. When used in this Agreement the following words and terms have the following meanings:

(a) "**Agreement**" or "**Crossing Agreement**" means this Crossing Agreement including any recitals and schedules, as amended, supplemented or restated from time to time.

(b) "**Applicable Law**" means, in respect of any Person, property, transaction, event or other matter, as applicable, all present or future (except as otherwise specifically provided in this Agreement) Law relating or applicable to that Person, property, transaction, event or other matter.

(c) "**Auditor**" means a qualified professional accountant who deals at arms-length with all of the Parties, licensed to practice public accountancy, and who is authorized by Applicable Law and practice to express audit opinions.

(d) "**Business Day**" means any day other than a Saturday, a Sunday or a statutory holiday in the State of Michigan or the Province of Ontario.

(e) "**Canadian Contributions**" means, at any particular time, all monies (in Canadian currency or converted into Canadian currency at conversion rates prevailing as at the date paid or provided) and all real or personal property or services provided (at the fair value as at the date provided in Canadian currency or converted into Canadian currency at conversion rates prevailing as at the date provided), which monies or monies for such property or services, have been appropriated by the Parliament of Canada and have been paid by Canada or provided by Canada to the Crossing Authority and paid by the Crossing Authority, before or after the Initial Execution Date and prior to such particular time, for International Crossing Costs, Michigan Interchange Costs, US Federal Plaza Costs, Crossing Authority Costs and International Authority Costs.

(f) **"Canadian Contributions Recoupment Date"** means any calendar year end at which the Unrecouped Canadian Contributions are zero.

(g) **"Canadian Crossing"** means the bridge, plaza and approach in Canada included in the International Crossing Alignment, but not including the Windsor-Essex Parkway.

(h) **"Canadian Crossing Facilities"** means all structures, facilities and improvements related to the Canadian Crossing owned or to be owned by Canada.

(i) **"Canadian Crossing Lands"** means all land, rights-of-way, property, rights, easements and interests for the Canadian Crossing owned or to be owned by Canada.

(j) **"Canadian Crossing Land Activities"** means all activities of Canada or the Crossing Authority associated with the Canadian Crossing Lands.

(k) **"Canadian Crossing Project Activities"** means all activities of Canada or the Crossing Authority associated with the Canadian Crossing Facilities, other than the Canadian Crossing Land Activities.

(l) **"Canadian Crossing Tolls"** means all tolls, fees or other charges for use of the Canadian Crossing.

(m) **"CBP"** means the US Customs and Border Protection.

(n) **"Claims"** means any third party claim, action, suit, proceeding, demand or assessment.

(o) **"Coast Guard Permit Application Activities"** means activities associated with the application to the US Coast Guard for a Bridge Permit for the construction, operation and maintenance of the Michigan Crossing, as contemplated in this Agreement.

(p) **"Concessionaire"** means a Private Entity that is party to a Public-Private Agreement or US Plaza Public-Private Agreement authorized by this Agreement.

(q) **"Crossing Authority Costs"** means all costs and expenses paid by the Crossing Authority related to overhead and administration, including costs and expenses related to dispute resolution and litigation, and all costs and expenses paid by the Crossing Authority related to Taxes, and associated with the International Crossing, the Michigan Interchange or the US Federal Plaza, and related obligations under this Agreement, any Public-Private Agreement and any US Federal Plaza Public-Private Agreement.

(r) "**Crossing Authority Revenue**" means all revenue received by the Crossing Authority (other than monies received from Canada, except pursuant to Section 1 of Article X, and US Federal Agencies Contributions) related to the International Crossing, the Michigan Interchange prior to the International Crossing Opening Date, and the US Federal Plaza, including: the Canadian Crossing Tolls; revenue arising from any Public-Private Agreement or any US Federal Plaza Public-Private Agreement; interest or other money on account of investments by the Crossing Authority; and proceeds of insurance in the event of damage or destruction of any portion of the International Crossing, the Michigan Interchange prior to the International Crossing Opening Date, or the US Federal Plaza.

(s) "**Effective Date**" means the later of the date upon which this Agreement has been executed by all of Canada, the Crossing Authority and the Michigan Parties and the date upon which this Agreement has been approved by the U.S. Secretary of State.

(t) "**Fairness Monitor**" means a Person engaged in accordance with this Agreement to perform the usual functions of a fairness monitor in a public private partnership procurement process for a comparable public private partnership transaction, to report on any failure to comply with the fairness requirements of the RFQ and RFP, and to produce the further reports specified in Parts III and IV of Section 5 of Article VI."

(u) "**Federal Aid Eligibility Requirements**" means all requirements under US federal Law, as provided in the Stewardship and Oversight Agreement dated November 29, 2011 between FHWA and MDOT, as amended from time to time, necessary for expenditures on a project to be eligible as the non-federal share for federal aid matching purposes under the FHWA's Federal Aid Highway Program; provided that, (a) in replacement of the "Buy America" provisions otherwise applicable under the FHWA's Federal Aid Highway Program, it shall be required that all iron and steel used in Federal Aid Highway Project Activities must be produced in only the US and Canada and (b) there shall be no discrimination in favour of the US over Canada or in favour of Canada over the US with respect to any products, materials, supplies, labour or services under any of the Federal Aid Eligibility Requirements.

(v) "**Federal Aid Highway Project Activities**" means Michigan Crossing Land Activities, Michigan Interchange Land Activities, Michigan Crossing Project Activities and Michigan Interchange Project Activities.

(w) "**FHWA**" means the US Federal Highway Administration.

(x) **"GAAP"** means, in respect of Canada or Michigan, as the case may be, those accounting principles which are recognized as being generally accepted and which are in effect from time to time.

(y) **"Governmental Authority"** means any domestic or foreign government, including any federal, provincial, state, territorial or municipal government, and any government, agency, tribunal, commission or other authority exercising executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, such government.

(z) **"GSA"** means the US General Services Administration.

(aa) **"Imputed Cost of Unrecouped Canadian Contributions"** means, at each calendar year end, the aggregate amount accrued on Unrecouped Canadian Contributions in Canadian dollars, during such calendar year, calculated at a rate per annum equal to the Government of Canada benchmark long-term bond yield effective on the last business day of the previous calendar year end, as published by the Bank of Canada (Weekly Financial Statistics, series V39056), plus 100 basis points, and compounded annually.

(bb) **"Initial Execution Date"** means the date as of which Canada, as represented by the Minister of Transport, and Michigan, as represented by its Governor, have executed this Agreement.

(cc) **"International Authority"** means a public body corporate and legal entity established by this Agreement.

(dd) **"International Authority Costs"** means all costs and expenses paid by the International Authority and funded by the Crossing Authority related to overhead and administration, including costs and expenses related to dispute resolution and litigation, and associated with the International Authority Oversight.

(ee) **"International Authority Oversight"** means the oversight by the International Authority in accordance with the provisions of Section 5 of Article VI of this Agreement.

(ff) **"International Crossing"** means the Canadian Crossing and the Michigan Crossing.

(gg) **"International Crossing Alignment"** means the location of the Canadian Crossing in Canada and the location of the Michigan Crossing, the Michigan Interchange and the US Federal Plaza in Michigan substantially consistent with the Detroit River International Crossing Environmental Assessment Study, Environmental Assessment Report W.O. 04-33-002, dated December, 2008, approved by the Ontario Minister of Environment August 11, 2009 and substantially consistent with the Record of Decision

for the Proposed Detroit River International Crossing, Wayne County, Michigan FHWA-MI-EIS-05-01-R, dated January 14, 2009.

(hh) **"International Crossing Costs"** means all costs and expenses paid by Canada or the Crossing Authority associated with the International Crossing and the International Crossing Lands, including costs of the International Crossing Land Activities and costs of the International Crossing Project Activities, and related obligations under this Agreement and any Public-Private Agreement including payments to a Concessionaire, other than the Crossing Authority Costs and other than International Authority Costs.

(ii) **"International Crossing Lands"** means the Canadian Crossing Lands and the Michigan Crossing Lands.

(jj) **"International Crossing Land Activities"** means the Canadian Crossing Land Activities and the Michigan Crossing Land Activities.

(kk) **"International Crossing Opening Date"** means the date the International Crossing is open to transportation by the public.

(ll) **"International Crossing Project Activities"** means Canadian Crossing Project Activities and the Michigan Crossing Project Activities.

(mm) **"Law"** means all laws (including common law), by-laws, ordinances, rules, statutes, regulations, treaties, orders, rules, judgments and decrees, and all official directives, rules, guidelines, notices, approvals, orders, policies and other requirements of any Governmental Authority, having the force of law, and shall include, with respect to the applicability of state law to the internal operations of the International Authority, the legal doctrine and principles developed in judicial decisions involving entities formed under an agreement entered into pursuant to Section 10 of Article I of the *US Constitution*.

(nn) **"Michigan Crossing"** means the bridge and approach, including the plaza, in Michigan included in the International Crossing Alignment, but not including the Michigan Interchange and the US Federal Plaza.

(oo) **"Michigan Crossing Facilities"** means all structures, facilities and improvements related to the Michigan Crossing owned or to be owned by Michigan.

(pp) **"Michigan Crossing Lands"** means all land, rights-of-way, property, rights, easements and interests for the Michigan Crossing owned or to be owned by Michigan.

(qq) **"Michigan Crossing Lands Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities

of Canada or the Crossing Authority, associated with the Michigan Crossing Lands.

(rr) **"Michigan Crossing Project Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities of Canada or the Crossing Authority, associated with the Michigan Crossing Facilities, other than the Michigan Crossing Land Activities.

(ss) **"Michigan Interchange"** means the interchange between Interstate 75 and the Michigan Crossing or the US Federal Plaza, included in the International Crossing Alignment.

(tt) **"Michigan Interchange Costs"** means all costs and expenses paid by Canada or the Crossing Authority associated with the Michigan Interchange and the Michigan Interchange Lands, including the costs of the Michigan Interchange Land Activities, the costs of the Michigan Interchange Project Activities and related obligations under this Agreement and any Public-Private Agreement, including payments to a Concessionaire, other than the Crossing Authority Costs and other than International Authority Costs.

(uu) **"Michigan Interchange Facilities"** means all structures, facilities and improvements related to the Michigan Interchange owned or to be owned by Michigan.

(vv) **"Michigan Interchange Lands"** means all land, rights-of-way, property, rights, easements and interests for the Michigan Interchange owned or to be owned by Michigan.

(ww) **"Michigan Interchange Land Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities of Canada or the Crossing Authority prior to the International Crossing Opening Date, associated with the Michigan Interchange Lands.

(xx) **"Michigan Interchange Project Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities of Canada or the Crossing Authority associated with the design and construction of the Michigan Interchange Facilities prior to the International Crossing Opening Date, other than the Michigan Interchange Land Activities.

(yy) **"Ontario"** means Her Majesty the Queen in Right of Ontario.

(zz) **"Parties"** means Canada and Michigan upon and after the Initial Execution Date and Canada and Michigan and each of the Crossing Authority, MDOT and MSF upon and after execution of this Agreement by the Crossing Authority, MDOT and MSF, respectively.

(aaa) **"Permitted Encumbrances"** means, with respect to lands or any interests therein of any Person, licences, easements, rights-of-way and rights in the nature of easements (including, without limitation, licences, easements, rights-of-way and rights in the nature of easements for public-ways, sewers, drains, gas, steam, water mains, electric light and power, or telephone conduits, poles, wires and cables) which do not materially impair the use of the affected land for the purpose for which it is used by that Person;

(bbb) **"Person"** means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature.

(ccc) **"Presidential Permit Application Activities"** means activities associated with the application to the US Department of State for a Presidential Permit for the construction, connection, operation and maintenance of the Michigan Crossing, as contemplated in this Agreement.

(ddd) **"Private Entity"** means any non-governmental business entity.

(eee) **"Public-Private Agreement"** means any agreement between the Crossing Authority and a Concessionaire (i) prior to the International Crossing Opening Date providing for any one or more of the design, construction, financing, operation and maintenance of the International Crossing; (ii) prior to the International Crossing Opening Date providing for any one or more of the design and construction of the Michigan Interchange; or (iii) after the International Crossing Opening Date providing for any one or more of the improvement, operation and maintenance of the International Crossing.

(fff) **"Public-Private Agreement Requirements"** means the Public-Private Agreement Requirements in Section 3 of Schedule B to this Agreement.

(ggg) **"RFP"** means a request by the Crossing Authority to potential Concessionaires (i) prior to the International Crossing Opening Date requesting proposals for any one or more of the design, construction, financing, operation and maintenance of the International Crossing; (ii) prior to the International Crossing Opening Date requesting proposals for any one or more of the design and construction of the Michigan Interchange; or (iii) after the International Crossing Opening Date requesting proposals for any one or more of the improvement, operation and maintenance of the International Crossing; and providing for the process of evaluation and selection of the Concessionaire, in compliance with the RFP Process Requirements.

(hhh) **"RFP Process Requirements"** means the RFP Process Requirements in Section 2 of Schedule B to this Agreement.

(iii) **"RFQ"** means a request by the Crossing Authority to potential Concessionaires (i) prior to the International Crossing Opening Date requesting qualifications to undertake any one or more of the design, construction, financing, operation and maintenance of the International Crossing; (ii) prior to the International Crossing Opening Date requesting qualifications to undertake any one or more of the design and construction of the Michigan Interchange; or (iii) after the International Crossing Opening Date requesting qualifications for any one or more of the improvement, operation and maintenance of the International Crossing; and providing for the process of evaluation and selection of a short-list of potential Concessionaires to respond to an RFP, in compliance with the RFQ Process Requirements.

(jjj) **"RFQ Process Requirements"** means the RFQ Process Requirements in Section 1 of Schedule B to this Agreement.

(kkk) **"Tax"** or **"Taxes"** means all taxes, charges, fees, levies, imports and other assessments and payments in lieu of tax, including income, sales use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes and any other taxes, customs duties, fees, assessments, royalties, duties, deductions, compulsory loans or similar charges in the nature of tax, including pension plan contributions, employment insurance payments and workers compensation premiums, together with any installments, and any interest, fines and penalties, imposed by any Governmental Authority, whether disputed or not.

(lll) **"Unrecouped Canadian Contributions"** means, at each calendar year end, the amount, if any, by which the aggregate of the International Crossing Costs, the Michigan Interchange Costs, the US Federal Plaza Costs, the Crossing Authority Costs, the International Authority Costs prior to such time and the aggregate amount of Imputed Cost of Unrecouped Canadian Contributions compounded at any calendar year end at and prior to such time, exceeds the aggregate of the Crossing Authority Revenue and the US Federal Agencies Contributions prior to such time, all amounts in Canadian currency or converted into Canadian currency at conversion rates prevailing as at the date paid or received as the case may be.

(mmm) "US" means the United States of America.

(nnn) **"US Coast Guard"** means United States Coast Guard.

(ooo) **"US Federal Agencies"** means CBP, GSA and any other US federal government agency as applicable in the context.

(ppp) **"US Federal Agencies Contributions"** means all monies (in Canadian currency or converted into Canadian currency at conversion rates prevailing as at the date paid or provided) paid or provided by one or more US Federal Agencies to the Crossing Authority for the US Federal Plaza Costs.

(qqq) **"US Federal Plaza"** means the plaza in Michigan for use by one or more US Federal Agencies included in the International Crossing Alignment.

(rrr) **"US Federal Plaza Costs"** means all costs and expenses paid by Canada or the Crossing Authority associated with the US Federal Plaza and the US Federal Plaza Lands, including the costs of the US Federal Plaza Land Activities, the costs of the US Federal Plaza Project Activities and related obligations under this Agreement and any US Federal Plaza Public-Private Agreement, including payments to a Concessionaire, other than the Crossing Authority Costs and other than International Authority Costs.

(sss) **"US Federal Plaza Facilities"** means all structures, facilities and improvements related to the US Federal Plaza owned or to be owned by one or more of the Michigan Parties or one or more of the US Federal Agencies as determined by the Crossing Authority, in consultation with the appropriate Michigan Parties, and the appropriate US Federal Agencies.

(ttt) **"US Federal Plaza Lands"** means all land, rights-of-way, property, rights, easements and interests, if any, determined by the Crossing Authority (in consultation with Michigan) and the appropriate US Federal Agencies, to be necessary for the US Federal Plaza, and owned or to be owned by one or more of the Michigan Parties or one or more of the US Federal Agencies as determined by the Crossing Authority (in consultation with the appropriate Michigan Parties) and the appropriate US Federal Agencies.

(uuu) **"US Federal Plaza Lands Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities of Canada or the Crossing Authority, associated with the US Federal Plaza Lands.

(vvv) **"US Federal Plaza Project Activities"** means all activities of the Michigan Parties upon request of the Crossing Authority and all activities of Canada or the Crossing Authority, associated with the US Federal Plaza Facilities, other than the US Federal Plaza Land Activities.

(www) **"US Federal Plaza Public-Private Agreement"** means any agreement between the Crossing Authority and a Concessionaire (i) prior to the International Crossing Opening Date providing for any one or more of the design, construction, financing and maintenance of the US Federal Plaza; or (ii) after the International Crossing Opening Date replacing a prior US

Federal Plaza Public-Private Agreement and providing for any one or more of the improvement and/or maintenance of the US Federal Plaza.

Section 2. **Headings**. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

Section 3. **Number**. Words importing the singular include the plural and vice versa and words importing gender include all genders.

Section 4. **Including**. The term "including" shall be interpreted to mean "including without limitation".

Section 5. **Responsible for**. The term "responsible for" shall be interpreted to mean to undertake or cause to be undertaken, the relevant activities and be liable for all costs and expenses in respect thereof; in the case of Canada, subject to all procedures and approvals required by Canada for the payment of funds, including appropriation by the Parliament of Canada, to pay for such costs and expenses; in the case of the Crossing Authority, subject to availability of Crossing Authority Revenue or Canadian Contributions to pay for such costs and expenses and US Federal Agencies Contributions to pay for US Federal Plaza Costs, as applicable; and in the case of the Michigan Parties, subject to availability of the Canadian Contributions to pay for such costs and expenses.

Section 6. **Costs and Expenses.** The term "costs and expenses" shall be interpreted to mean amounts paid by a Party to third parties on a cost recovery basis.

Section 7. **Fund/Funding.** The terms "fund" and "funding" shall be interpreted to mean to provide all monies required to pay for the costs and expenses incurred in respect of the relevant activities without any requirement for reimbursement (except for recoupment of the Canadian Contributions and for US Federal Agencies Contributions, as provided in this Agreement); in the case of Canada, subject, to all procedures and approvals required by Canada for the payment of funds, including appropriation by the Parliament of Canada; and in the case of the Crossing Authority, subject to availability of Crossing Authority Revenue or Canadian Contributions to pay for such costs and expenses and US Federal Agencies Contributions to pay for US Federal Plaza Costs, as applicable. The terms "fund" and "funding" shall also be interpreted to mean "to provide real or personal property or services in lieu of monies in respect of the relevant activities without any requirement for reimbursement (except for recoupment of the Canadian Contributions as provided in this Agreement), subject to all procedures and approvals required by Canada, for the gift, contribution or delivery of real or personal property or services.

Section 8. **Requirements.** The term "Requirements" in the context of RFP Process Requirements, RFQ Process Requirements and Public-Private Agreement Requirements and substantial compliance therewith shall not be interpreted to preclude other provisions, not inconsistent with those "Requirements".

Section 9. **Calculation of Time Periods.** When a time is expressed herein to begin or end at, on or within a specified day, or to continue to or within a specified day, the time period includes that day. When a time period is expressed herein to begin after or to be from a specified day, the time period does not include that day. Where anything is to be done within a time period expressed hereinafter, from or before a specified day, the time period does not include that day. If the last day of a time period is not a Business Day, the time period shall end on the next Business Day.

Section 10. **References to Law.** Any reference to any Michigan Law, or to any section of or any definition in any Michigan Law, in respect of the power or authority, and all procedures and approvals required by Michigan Law related thereto, of any Michigan Party to enter into and carry out its obligations as a Party to this Agreement, shall be deemed to be reference to such Law or section or definition in effect as at the date the Michigan Party became a Party. Any other reference to any Law, or to any section of or any definition in any Law, shall be deemed to be reference to such Law or section or definition as amended, supplemented, substituted, replaced or re-enacted from time to time.

Section 11. **Schedules.** The following schedules are attached to and form part of this Agreement:

Schedule A	Post Canadian Contributions Recoupment Date
Schedule B	Procurement Requirements for International Crossing

V
CROSSING AUTHORITY

Section 1. **Creation and Mandate.** Canada shall establish the Crossing Authority as an entity under and subject to the Laws of Canada.

Section 2. **Capacity and Powers.** The Crossing Authority shall have the capacity, rights, and powers of a natural person, may carry on its activities throughout Canada and shall have the capacity to carry on its activities, conduct its affairs and exercise its powers in Michigan to the extent that the Laws of Michigan and the US permit.

Section 3. **Structure, Organization & Governance.** The members of the Crossing Authority shall consist of Canada and, at the discretion of Canada, Ontario. The directors of the Crossing Authority shall be appointed by Canada and, at the discretion of Canada, Ontario.

Section 4. **Consultation with International Authority and Michigan Parties.** The Crossing Authority shall consult with individual members of the International Authority and with staff, attorneys, and consultants of the Michigan Parties as designated by the Governor of Michigan, in development of the RFQ, the RFP, the draft of the Public-

Private Agreement to be included in the RFP, and the process for selection of the Fairness Monitor.

Section 5. **Selection of Fairness Monitor.** The Crossing Authority, jointly with the Michigan Parties as designated by the Governor of Michigan, shall select the Fairness Monitor to perform the monitoring role over the public-private partnership procurement process provided for in Section 5 of Article VI and to be responsible to the Crossing Authority and the International Authority for producing the reports required to be delivered pursuant to Parts III and IV of Section 5 of Article VI. The Crossing Authority, jointly with the Michigan Parties as designated by the Governor of Michigan, shall present the selected Fairness Monitor to the International Authority for approval.

Section 6. **Engagement of Fairness Monitor.** Upon approval by the International Authority of the Fairness Monitor, the Crossing Authority shall engage the Fairness Monitor to perform its monitoring role over the public-private partnership procurement process provided for in Section 5 of Article VI and to be responsible to the Crossing Authority and the International Authority for producing the reports required to be delivered pursuant to Parts III and IV of Section 5 of Article VI. The terms of engagement shall require the Fairness Monitor to be free of any conflict of interest throughout the period of the engagement.

VI
INTERNATIONAL AUTHORITY

Section 1. **Creation and Mandate.** The International Authority is hereby established as a public body corporate and legal entity pursuant to this Agreement, in accordance with Applicable Law, including Section 10 of Article 1 of the *US Constitution*, Section 5 of Article 3 of the *Michigan Constitution of 1963* and the *Urban Cooperation Act of 1967 Act 7 of 1967 (Ex. Sess)* (Michigan).

Section 2. **Capacity and Powers.**

The International Authority shall be a legal entity separate and distinct from the Parties. The International Authority shall have the capacity, rights and powers of a natural person, including, in its own name to make and enter into contracts, to employ agents or employees, to acquire, hold or dispose of property, to incur debts, liabilities or obligations, provided that such debts, liabilities or obligations do not constitute debts, liabilities or obligations of any of the Parties, and to cooperate with Canada, the Crossing Authority and the Michigan Parties. The International Authority may sue and be sued in its own name. The International Authority shall not be operated for profit. The International Authority may not condemn property in Michigan. The International Authority shall not impose any Taxes.

The internal governance, activities and operations of the International Authority, including meetings, deliberations and decisions of the International Authority, and all information related thereto, shall be subject to and governed by Applicable Law,

including, but not limited to, Section 10, of Article 1 of the *US Constitution* and judicial interpretations thereof. The International Authority shall adopt such by-laws, rules and regulations with respect to the conduct of its affairs, not inconsistent with this Agreement or Applicable Law, as it may deem necessary or proper, including by-laws, rules and regulations to ensure that information provided by the Crossing Authority or the Michigan Parties to the International Authority shall remain confidential and shall not be disclosed to any third party, except as permitted by the Crossing Authority or the Michigan Parties, respectively.

Section 3. **Structure, Organization & Governance.**

Appointment and Term

The International Authority shall have a board consisting of six (6) members. Within one (1) month after the Effective Date, Canada shall appoint two (2) members and the Crossing Authority shall appoint one (1) member and the Michigan Parties shall appoint three (3) members, in accordance with Applicable Law. Members appointed prior to the International Crossing Opening Date shall be appointed for a term ending on the date one (1) year after the International Crossing Opening Date. Members appointed after the date one (1) year after the International Crossing Opening Date shall be appointed for a term of three (3) years. Members may be re-appointed upon expiration of a term.

Qualifications

It shall be a condition of qualification that members, at the time of appointment and throughout their term:

(a) shall be at least eighteen (18) years of age and a citizen and resident of Canada or a citizen of the United States and resident of Michigan;

(b) shall not owe a duty under Applicable Law as an elected or public official to any Governmental Authority, that would conflict with the duty that the member would owe to the best interests of the International Crossing under this Agreement; and

(c) shall not directly or indirectly engage in providing goods to or services in respect of the International Crossing and shall not directly or indirectly compete in respect of the International Crossing.

Removal and Vacancies

A member may only be removed by the Party or Parties that appointed the member and prior to the date one (1) year after the International Crossing Opening Date only if the member ceases to comply with the qualifications provided for in this Section 3 or as otherwise provided by Applicable Law. A member shall be removed by the Party or Parties that appointed the member if the member ceases to comply with the qualifications provided for in this Section 3 or as otherwise provided by Applicable Law. A vacancy

arising out of resignation, death or removal of a member shall be filled expeditiously by the Party or Parties that appointed the member.

Duties

Members shall act honestly and in good faith with a view to the best interests of the International Crossing, and exercise the care, diligence and skill a reasonably prudent person would exercise in comparable circumstances. Members shall at all times act in good faith and in a diligent and timely manner, and a vote in favour of approval by the International Authority shall not be unreasonably withheld.

Chair

Canada shall designate a member as the chairperson of the International Authority within one (1) month after the Effective Date and from time to time thereafter during the period to the date five (5) years after the International Crossing Opening Date. The Michigan Parties shall designate a member as the chairperson of the International Authority, from time to time, during the five (5) year period commencing on the date five (5) years after the International Crossing Opening Date and the chairperson of the International Authority shall alternate thereafter every five (5) years between a member designated, from time to time, by Canada and a member designated, from time to time, by the Michigan Parties.

Section 4. **Decisions of the International Authority.**

Meetings

The chairperson shall call a meeting of the International Authority at least once in each calendar year, within three (3) Business Days after receipt of a request by the Crossing Authority for approval pursuant to Section 5 of this Article VI, and within three (3) Business Days after receipt of a request by any member, by delivering written notice of the meeting to each of the members. The notice of the meeting shall specify the date of the meeting, which shall not be earlier than ten (10) Business Days and not later than fifteen (15) Business Days after the date of the notice of meeting, and the time, place and agenda for the meeting.

Notwithstanding the foregoing, the chairperson shall call a meeting of the International Authority within two (2) Business Days after receipt of language from a sole arbitrator pursuant to C (iv) of Part I of Section 5 of this Article VI. The notice of the meeting shall specify the date of the meeting, which shall not be earlier than two (2) Business Days and not later than three (3) Business Days after the date of the notice of the meeting, and the time, place and agenda of the meeting. Notice of a meeting may be waived by all the members.

Meetings shall be held either in Detroit, Michigan or Windsor, Ontario, except as otherwise agreed by all the members. Meetings may be conducted by telephone conference call, video-conferencing or other means of communication which may become available through technological advancement, if and to the extent permitted by

Applicable Law, and members participating in such meetings by such means shall be deemed to be present at such meetings. Meetings shall be open to the public, if and to the extent required by Applicable Law.

Quorum

At least four (4) members must be present in a meeting to constitute a quorum. If there is no quorum, the meeting may be adjourned to the same place at a date and time established by the chairperson of the International Authority not earlier than four (4) Business Days nor later than ten (10) Business Days thereafter. Written notice of the date, time and place of the adjourned meeting, which states that the quorum at the adjourned meeting shall be deemed to consist of the members present at the meeting, shall be delivered to each of the members and to the Parties not later than three (3) Business Days prior to the date of the adjourned meeting. If there is no quorum at the adjourned meeting, the members present shall be deemed to constitute a quorum at the adjourned meeting.

Notwithstanding the foregoing, if there is no quorum at a meeting called to consider language from a sole arbitrator pursuant to C (iv) of Part 1 of Section 5 of this Article VI, the meeting may be adjourned to the same place at a date and time established by the chairperson of the International Authority not earlier than three (3) Business Days nor later than five (5) Business Days thereafter. Written notice of the date, time and place of the adjourned meeting, which states that the quorum at the adjourned meeting shall be deemed to consist of the members present at the meeting, shall be delivered to each of the members and to the Parties not later than two (2) Business Days prior to the date of the adjourned meeting. If there is no quorum at the adjourned meeting, the members present shall be deemed to constitute a quorum at the adjourned meeting.

If there are no current members appointed by Canada and the Crossing Authority, or no current members appointed by the Michigan Parties, in either case for a period of at least thirty (30) days, at least three (3) members present shall be deemed to constitute a quorum at any meeting thereafter until at least one of the vacancies is filled by Canada or the Crossing Authority if there are no current members appointed by Canada and the Crossing Authority, or by the Michigan Parties if there are no current members appointed by the Michigan Parties, as the case may be.

Decisions

Except as otherwise provided in this Section 4, all decisions of the International Authority shall be passed by a vote for approval by a majority of members present including a vote for approval by at least one member appointed by Canada or the Crossing Authority and a vote for approval by at least one member appointed by the Michigan Parties. Any member present and not voting shall for all purposes in this Section 5 be deemed to have voted against approval.

If there is no quorum at the adjourned meeting, and therefore the members present are deemed to constitute a quorum; or if there are no current members appointed by Canada and the Crossing Authority or no current members appointed by the Michigan Parties, for a period of at least thirty (30) days, and therefore three (3) members are deemed to constitute a quorum: then, all decisions of the International Authority shall be passed by a majority of the members present and without the requirement for a vote for approval of at least one member appointed by Canada or the Crossing Authority, if there is no member appointed by Canada or the Crossing Authority present; and a vote for approval of at least one member appointed by the Michigan Parties, if there is no member appointed by the Michigan Parties present.

Except as otherwise provided in this Section 4, a tie vote or a vote for approval by a majority of members present without a vote for approval of at least one of the members appointed by Canada or the Crossing Authority and a vote for approval of at least one of members appointed by the Michigan Parties, shall be deemed to be a deadlock (in this Article VI and in Article XIV, a "**deadlock**").

Notwithstanding the foregoing, if, at any time prior to one (1) year after the International Crossing Opening Date, all three members appointed by the Michigan Parties have been removed, whether or not replaced, and there is a deadlock (in this Article VI and in Article XIV, a "**post member removal deadlock**"), all decisions of the International Authority shall be passed by a majority of the members present and voting and without the requirement for a vote for approval of at least one member appointed by Canada or the Crossing Authority and a vote for approval of at least one member appointed by the Michigan Parties, and the chairperson shall have a second and decisive vote in the case of a tie vote.

If there is a deadlock (except a post member removal deadlock) the dispute giving rise to the deadlock may be submitted to dispute resolution in accordance with the procedure set out in Article XIV. If there is a deadlock (except a post member removal deadlock), the chairperson shall, within two (2) Business Days after the date of the deadlock, issue a written report to the members and the Parties describing the dispute giving rise to the deadlock and the position of each of the members on the dispute.

Section 5. **International Authority Approvals and Oversight.**

Approvals.

Michigan Lands Acquisitions

The Crossing Authority shall submit requests to acquire the Michigan Crossing Lands, the Michigan Interchange Lands and the US Federal Plaza Lands to the International Authority for approval, as required by Section 1 of Article VIII. The International Authority shall approve such requests unless the International Authority determines, acting reasonably and in the best interests of the International Crossing, that such acquisition is not necessary for the Michigan Crossing, the Michigan Interchange or the US Federal Plaza, respectively.

Michigan Lands Leases, etc.

The Crossing Authority shall submit requests to lease, licence or otherwise grant a property interest in the Michigan Crossing Lands to the Crossing Authority or the US Federal Plaza Lands to the Crossing Authority or one or more of the US Federal Agencies, for approval, as required by Section 2 of Article VIII. The International Authority shall approve such requests unless the International Authority determines, acting reasonably and in the best interests of the International Crossing, that such lease, licence or other grant of a property interest is not appropriate for and not in the best interests of the International Crossing.

RFQ, RFP & Concession Agreement

With respect to any RFQ, RFP or Public-Private Agreement prior to the International Crossing Opening Date and with respect to any Public-Private Agreement that is likely to extend the Canadian Contribution Recoupment Date or extend beyond the Canadian Contribution Recoupment Date, the Crossing Authority shall present the RFQ, RFP, Public-Private Agreement and the selection of the Fairness Monitor to the International Authority for approval in accordance with the following provisions:

Part I. Each of the RFQ, RFP and the final draft form of the Public-Private Agreement shall be presented to the International Authority for approval. With respect to approval by the International Authority of the RFQ or RFP, such approval shall constitute authority for implementation of the public private partnership procurement process in a manner that is materially consistent with the RFQ and RFP approved by the International Authority. All members of the International Authority shall have discretion in voting for or against any approval under this Part I, subject to compliance with the following:

A. Members shall at all times act in good faith and in a diligent and timely manner, and a vote in favour of approval shall not be unreasonably withheld.

B. Each member voting against approval of a document must indicate which terms (or lack of what terms) in the document proposed for approval has caused that member to vote against approval, provided that a member shall not vote against approval of a document based upon any terms in the document proposed for approval that were

included in a previous draft of the document that was approved by the International Authority, unless other terms in the proposed document have changed from the prior document in a manner that impacts the effect of the terms that have caused the member to vote against approval. Each member voting against approval of a document must provide at or before the time of the vote alternative language (or additional language) which that member would approve. Any such language (or additional language) shall be consistent with each of the following:

i. The framework agreed upon in the Crossing Agreement to implement the International Crossing, the Michigan Interchange and the U.S. Federal Plaza and the previous draft of the RFQ, RFP and Public-Private Agreement approved by the International Authority;

ii. Market requirements, and predominant public private partnership procurement best practices as established in public private partnership transactions of similar size and scope that have closed;

iii. Affordability, financial viability and cost effective implementation of the International Crossing, the Michigan Interchange and the U.S. Federal Plaza; and

iv. The requirements of Schedule B of this Crossing Agreement.

C. Deadlocks are subject to expedited arbitration pursuant to Article XIV. The Dispute to be resolved by binding arbitration shall be whether each member who voted against approval complied with A and B of this Part I of Section 5. If (a) a member voted against approval and provided alternative or additional language in respect of more than one term or lack of more than one term, or (b) more than one member voted against approval and provided alternative language or additional language in respect of one or more terms or lack of one or more terms, then the sole arbitrator shall resolve all of the Disputes in one arbitration.

i. If the sole arbitrator determines that any such member did not comply with A and B of this Part I, such member shall be deemed to have voted for approval and the vote of the International Authority on the matter in Dispute shall be revised accordingly.

ii. If the sole arbitrator determines that any such member has complied with A and B of this Part I of Section 5, the sole arbitrator shall determine whether the language in the document proposed for approval, or the language provided by any such member, or any alternative language submitted by one or both of the Crossing Authority and the Executive Office of the Governor of Michigan to the sole arbitrator during the arbitration is most consistent, in all material respects, with B (i) through (iv) of this Part I of Section 5.

iii. If the language determined by the sole arbitrator to be most consistent, in all material respects, with B (i) through (iv) of this Part I of Section 5 is

the language in the document proposed for approval or the language provided by any such member, such language shall remain or shall be included in such document proposed for approval, as the case may be, and such document shall be deemed to be approved by the International Authority.

iv. If the language determined by the sole arbitrator to be most consistent, in all material respects, with B (i) through (iv) of this Part I of Section 5 is the alternative language submitted by one or both of the representatives of the Parties to the sole arbitrator during the arbitration, the sole arbitrator shall submit such language to the International Authority for approval.

v. If the International Authority fails to approve the alternative language submitted by the sole arbitrator for approval within three (3) Business Days after submission by the sole arbitrator pursuant to C (iv) of this Part I of Section 5, the sole arbitrator shall submit the language in the document proposed for approval or the language provided by any such member as determined by the sole arbitrator to be most consistent, in all material respects, with B (i) through (iv) of this Part I of Section 5, to the International Authority within ten (10) Business Days after submission by the sole arbitrator pursuant to C (iv) of this Part I of Section 5, and such language shall remain or shall be included in such document proposed for approval, as the case may be, and such document shall be deemed to be approved by the International Authority.

Part II. The International Authority shall approve the Fairness Monitor presented for approval, unless the Fairness Monitor is not qualified based on the following standards:

A. Demonstrated, industry-recognized experience over a minimum of ten years in a minimum of five public-private partnership transactions of similar size and scope;

B. References from public-private partnership procurement agencies, participants, proponents and consultants in comparable public-private partnership transactions; and

C. No conflict of interest.

Each member voting against approval of the Fairness Monitor must state in writing at or before the time of the vote the reasons for determining that the Fairness Monitor is not qualified, based solely on the standards expressed in A through C of this Part II of Section 5. Deadlocks are subject to expedited arbitration pursuant to Article XIV. The "Dispute" to be resolved by binding arbitration shall be whether each member who voted against approval complied with A through C of this Part II of Section 5. If the sole arbitrator determines that any such member did not comply with A through C of this Part II of Section 5, such member shall be deemed to have voted for approval and the vote of the International Authority on the matter in Dispute shall be revised accordingly.

Part III. After completion of the RFQ and RFP process, the winning proposal shall be presented to the International Authority for approval. The International Authority shall approve the winning proposal if it has received a report from the Fairness Monitor, previously approved by the International Authority under Part II of this Section 5, confirming compliance with the fairness requirements of the RFQ/RFP process and confirming that the process resulting in the selection of the winning proposal was consistent with the RFQ and RFP previously approved by the International Authority, and with the Crossing Agreement.

Part IV. Following approval of the winning proposal under Part III of this Section 5, a substantially final Public-Private Agreement (the "Substantially Final Agreement") shall be presented to the International Authority for approval. The International Authority shall approve the Substantially Final Agreement if it has received a report from the Fairness Monitor previously approved by the International Authority that the Substantially Final Agreement presented to the International Authority for approval is materially consistent with the draft of the Public-Private Agreement last approved by the International Authority and with the winning proposal approved by the International Authority. Such approval shall constitute authority for execution of the final Public-Private Agreement, substantially in the form as approved, but with such further changes which are not substantially inconsistent with this Crossing Agreement, including Schedule B, or the winning proposal approved by the International Authority.

Oversight. The International Authority shall maintain on-going monitoring of compliance by the Crossing Authority with the Crossing Agreement and the Concessionaire with Public-Private Agreement. The Crossing Authority shall report at least annually as to such compliance, including remediation taken for any failure to comply. The Crossing Authority at all times shall consider any advice given by the International Authority.

Information. Each of the Crossing Authority and the Michigan Parties shall provide the International Authority with information necessary for the International Authority to properly exercise the International Authority Oversight.

VII
CANADIAN CROSSING LANDS

Section 1. Canada shall be responsible for the acquisition of the Canadian Crossing Lands and shall be responsible for the lease, licence or other grant of a property interest in the Canadian Crossing Lands to the Crossing Authority for the term of this Agreement for nominal consideration.

Section 2. Canada hereby agrees that, for the term of this Agreement, it shall not (a) sell or otherwise dispose of all or any part of the Canadian Crossing Lands or any interest therein, except for Permitted Encumbrances in respect of Canadian Crossing Project Activities, or (b) mortgage, hypothecate, pledge or otherwise create a security interest in all or any part of the Canadian Crossing Lands, except in accordance with this Agreement or except as otherwise agreed by Canada and the Michigan Parties.

Section 3. The Crossing Authority hereby agrees that, for the term of this Agreement, it shall not (a) sell or otherwise dispose of all or any part of the Canadian Crossing Lands or any interest therein, except in respect of the Canadian Crossing Project Activities, or (b) mortgage, hypothecate, pledge or otherwise create a security interest in all or any part of the Canadian Crossing Lands, except in respect of the Canadian Crossing Project Activities or except as otherwise agreed by the Crossing Authority and the Michigan Parties.

VIII
MICHIGAN CROSSING LANDS, MICHIGAN INTERCHANGE LANDS & US FEDERAL PLAZA LANDS

Section 1. The Michigan Parties, subject to approval by the International Authority and subject to funding by the Crossing Authority, shall be responsible for the acquisition, including by condemnation, if necessary, of the Michigan Crossing Lands and the Michigan Interchange Lands, except as otherwise agreed by the Crossing Authority and the Michigan Parties. The Michigan Parties, subject to approval by the International Authority and subject to funding by one or more US Federal Agencies, or to the extent not funded by US Federal Agencies, to funding by the Crossing Authority, shall be responsible for the acquisition, including by condemnation, if necessary, of the US Federal Plaza Lands, except as otherwise agreed by the Crossing Authority and the Michigan Parties.

Section 2. The Michigan Parties, subject to approval of the International Authority, shall be responsible for the lease, licence or other grant of a property interest in the Michigan Crossing Lands to the Crossing Authority, for the term of this Agreement for nominal consideration, in form and substance satisfactory to the Crossing Authority. The Michigan Parties, subject to approval by the International Authority, shall be responsible for the lease, licence, or other grant of a property interest in the US Federal Plaza Lands owned by a Michigan Party to the Crossing Authority or to a US Federal Agency, as determined by the Crossing Authority (in consultation with the appropriate Michigan Parties) and the appropriate US Federal Agencies, for such term and for such consideration, as the Crossing Authority shall determine in its sole discretion, and in form and substance satisfactory to the Crossing Authority. The Michigan Parties shall sell or otherwise dispose of all or any part of the Michigan Crossing Lands, the Michigan Interchange Lands, the US Federal Plaza Lands or any interest therein for Permitted Encumbrances at the request of the Crossing Authority in respect of Michigan Crossing Project Activities, Michigan Interchange Project Activities and US Federal Plaza Project Activities

Section 3. The Michigan Parties hereby agree that, for the term of this Agreement, they shall not (a) sell or otherwise dispose of all or any part of the Michigan Crossing Lands, the Michigan Interchange Lands, the US Federal Plaza Lands or any interest therein except at the request of the Crossing Authority for Permitted Encumbrances in respect of Michigan Crossing Project Activities, Michigan Interchange Project Activities and US Federal Plaza Project Activities, or (b) mortgage, hypothecate, pledge or otherwise create a security interest in all or any part of the Michigan Crossing Lands, the

Michigan Interchange Lands or the US Federal Plaza Lands, except in accordance with the provisions of this Agreement or except as otherwise agreed by the Crossing Authority and the Michigan Parties.

IX
INTERNATIONAL CROSSING, MICHIGAN INTERCHANGE & US FEDERAL PLAZA

Section 1. The Crossing Authority shall be responsible for International Crossing Project Activities and shall be responsible for the design, construction, financing, operation and maintenance of the International Crossing, in compliance with Applicable Law, pursuant to Public-Private Agreement(s) with Concessionaire(s) procured by the Crossing Authority, subject to International Authority Oversight, except as otherwise agreed by the Crossing Authority and the Michigan Parties.

Section 2. The Crossing Authority shall be responsible for the improvement, operation and maintenance of the International Crossing in compliance with Applicable Law after the termination of the Public-Private Agreement(s) during the term of this Agreement, directly or pursuant to Public-Private Agreement(s) with Concessionaire(s) procured by the Crossing Authority, except as otherwise agreed by the Crossing Authority and the Michigan Parties.

Section 3. The Crossing Authority shall be responsible for Michigan Interchange Project Activities and shall be responsible for the design and construction of the Michigan Interchange prior to the International Crossing Opening Date, in compliance with Applicable Law, pursuant to Public-Private Agreement(s) with Concessionaire(s) procured by the Crossing Authority, subject to the International Authority Oversight, except as otherwise agreed by the Crossing Authority and the Michigan Parties.

Section 4. The Crossing Authority shall enter into discussions with the appropriate US Federal Agencies to determine whether and the extent to which US Federal Agencies or the Crossing Authority shall be responsible for one or more of the design, construction, finance and maintenance of the US Federal Plaza. Except to the extent that US Federal Agencies agree to be responsible for the design, construction, finance and maintenance of the US Federal Plaza, the Crossing Authority shall be responsible for the design, construction, finance and maintenance of the US Federal Plaza, subject to agreement with the appropriate US Federal Agencies, in compliance with Applicable Laws, pursuant to US Federal Plaza Public-Private Agreement(s) with Concessionaire(s) procured by the Crossing Authority.

Section 5.

(a) Unless the Governor of Michigan expressly waives this requirement in writing, the Crossing Authority and the Michigan Parties shall be responsible for working together, using their combined efforts in a cooperative manner consistent with the RFQ Process Requirements, RFP Process Requirements and Public-Private Agreement Requirements and the framework established in this Agreement, to ensure that, subject to

subsection (d) of this Section 5, all Canadian Contributions expended on Federal Aid Highway Project Activities prior to the International Crossing Opening Date comply with any and all applicable Federal Aid Eligibility Requirements. This joint responsibility shall be implemented as follows:

(i) The Michigan Parties shall be responsible for complying with all Federal Aid Eligibility Requirements applicable to Federal Aid Highway Project Activities for which the Michigan Parties are responsible under this Agreement.

(ii) Prior to the Crossing Authority undertaking any particular Federal Aid Highway Project Activity for which the Crossing Authority is responsible under this Agreement, the Crossing Authority shall request and MDOT shall be responsible for identifying and providing to the Crossing Authority (with the specificity and detail reasonably requested by the Crossing Authority) the specific Federal Aid Eligibility Requirements applicable to such Federal Aid Highway Project Activity. Subject to subsection (e) below, the Crossing Authority shall be responsible for complying with the Federal Aid Eligibility Requirements identified and provided by MDOT upon such request by the Crossing Authority.

(iii) As part of the consultation with the Michigan Parties pursuant to Article V, Section 4 of this Agreement, MDOT shall, upon request by the Crossing Authority, provide assistance in the development of the specific provisions to be included in the RFQ, RFP and Public-Private Agreement as necessary to comply with Federal Aid Eligibility Requirements or confirm that the specific provisions developed by the Crossing Authority are sufficient to comply with the Federal Aid Eligibility Requirements. Subject to subsection (e) below, the Crossing Authority shall be responsible for enforcing all provisions related to Federal Aid Eligibility Requirements that are included in the final RFQ, RFP and Public-Private Agreement after approval by the International Authority in accordance with Article VI, Section 5.

(iv) MDOT shall perform oversight activities consistent with the Stewardship and Oversight Agreement, dated November 29, 2011, between FHWA and MDOT, as amended from time to time, as necessary to assure FHWA of compliance with Federal Aid Eligibility Requirements, including all environmental, administrative, financial, procurement and contracting process requirements, in accordance with this Agreement. MDOT shall promptly inform the Crossing Authority of any change in US federal Law regarding Federal Aid Eligibility Requirements. MDOT shall provide the Crossing Authority a copy of any proposed amendment to the Stewardship and Oversight Agreement, dated November 29, 2011, between FHWA and MDOT which could affect Federal Aid Eligibility Requirements applicable to Federal Aid Highway Project Activities promptly after receipt of the proposed amendment from FHWA or promptly after such amendment is proposed by MDOT, as applicable. The Crossing Authority shall be responsible to supply or, to the extent applicable, to enforce the obligation of a Concessionaire to supply pursuant to a Public-Private Agreement,

all information reasonably requested by MDOT, whether before or after the International Crossing Opening Date, as necessary to comply with its responsibilities under this Section 5(a)(iv).

(b) There shall be no obligation that the Canadian Crossing Land Activities or Canadian Crossing Project Activities comply with any Federal Aid Eligibility Requirements applicable to Federal Aid Project Highway Activities. Nevertheless, the RFP and the Public-Private Agreement shall require that all iron and steel used in the bridge component of the Canadian Crossing, not including the plaza and approach, shall be produced in only the US and Canada, unless the Governor of Michigan has expressly waived this requirement or the requirements of subsection (a) of this Section 5 in writing. The Crossing Authority shall be responsible for enforcing this requirement in the RFP and the Public-Private Agreements. The Crossing Authority shall be responsible to supply or, to the extent applicable, to enforce the obligation of a Concessionaire to supply pursuant to a Public-Private Agreement, all information reasonably requested by MDOT, whether before or after the International Crossing Opening Date, as necessary to demonstrate compliance with this Section 5(b).

(c) If a Federal Aid Eligibility Requirement is not met due to the failure of the Crossing Authority to perform its obligations under this Section 5, the Crossing Authority shall not be liable for monetary damages or lost federal aid and specific performance of such obligations of the Crossing Authority shall be the exclusive remedy, unless otherwise agreed by the Crossing Authority. If a Federal Aid Eligibility Requirement is not met due to the failure of a Concessionaire to perform its obligations under a Public-Private Agreement, the Concessionaire shall not be liable for monetary damages or lost federal aid and specific performance of such obligations of the Concessionaire shall be the exclusive remedy, unless otherwise agreed by the Crossing Authority.

(d) Notwithstanding any other provision in this Agreement, all obligations under this Section 5 shall be deemed to have been met for all purposes if US $550 million expended on Federal Aid Highway Project Activities prior to the International Crossing Opening Date are eligible as the non-federal share for federal aid matching purposes under the FHWA's Federal Aid Highway Program, except that the Parties shall remain obligated to perform their respective obligations under this Section 5 to the extent necessary for such US $550 million to remain eligible as the non-federal share for federal aid matching purposes under the FHWA's Federal Aid Highway Program.

(e) Any Dispute with respect to this Section 5 of Article IX shall be subject to expedited arbitration pursuant to Article XIV, which arbitration shall not be commenced by any Party more than 5 years after the International Crossing Opening Date. If such Dispute is over whether something is a Federal Aid Eligibility Requirement or whether there has been compliance with a Federal Aid Eligibility Requirement, arbitration shall not be commenced unless the FHWA has been requested to make a determination and been provided sufficient opportunity to make such determination. A determination by the FHWA shall be given significant deference by the arbitrator. If the FHWA has determined that something is a Federal Aid Eligibility Requirement or that there has not

been compliance with a Federal Aid Eligibility Requirement, the arbitrator shall not make a decision contrary to the determination by the FHWA unless the arbitrator determines both (i) that something is not a Federal Aid Eligibility Requirement or that there has been compliance with a Federal Aid Eligibility Requirement and (ii) that compliance with the FHWA determination would be inconsistent in all material respects with B(i) through (iv) of Part I of Section 5 of Article VI.

Section 6. The Michigan Parties, subject to Applicable Law, shall be responsible for the Presidential Permit Application Activities. The Michigan Parties, subject to funding by the Crossing Authority and Applicable Law, shall be responsible for the Coast Guard Permit Application Activities and shall comply with all its obligations in respect of a presidential permit arising out of any such Presidential Permit Application Activities and all its obligations in respect of a bridge permit arising out of any such Coast Guard Permit Application Activities. The Crossing Authority shall be responsible for complying, and for causing the Concessionaire to comply, with the terms and conditions of such presidential permit applicable to activities for which the Crossing Authority is responsible under this Agreement. The Michigan Parties shall be responsible for complying with the terms and conditions of such presidential permit applicable to activities for which the Michigan Parties are responsible under this Agreement.

Section 7. The Michigan Interchange shall be part of the Interstate System in Michigan and shall be maintained as required by Applicable Law.

Section 8. The Michigan Parties, upon request of the Crossing Authority and subject to funding by the Crossing Authority and Applicable Law, shall be responsible for anything necessary or appropriate for the Michigan Crossing and the US Federal Plaza during the term of this Agreement and for the Michigan Interchange prior to the International Crossing Opening Date, to the extent the Crossing Authority determines that it is not in the best interests of the International Crossing for the Crossing Authority to be responsible for any such thing or to the extent that the Crossing Authority is not permitted by Applicable Law to be responsible for any such thing.

X
CROSSING AUTHORITY REVENUE, CANADIAN CONTRIBUTIONS & US FEDERAL AGENCIES CONTRIBUTIONS

Section 1. If Canada or any of the Michigan Parties receives any amounts that if received by the Crossing Authority would be Crossing Authority Revenue, Canada or any of the Michigan Parties, as the case may be, shall receive such amounts in trust for the Crossing Authority and shall promptly pay such amounts to the Crossing Authority.

Section 2. The Crossing Authority shall be entitled to set rates for and to collect, or cause to be collected, the Canadian Crossing Tolls for payment of costs referred to in Section 5 of this Article X, subject to Applicable Law.

Section 3. The Crossing Authority shall provide the means whereby users accessing the International Crossing from Michigan and returning to Michigan without leaving the International Crossing may do so without paying any Canadian Crossing Tolls.

Section 4. No Party may establish or collect tolls, fees or other charges for use of the Michigan Crossing or the Michigan Interchange.

Section 5. The Crossing Authority shall apply the Crossing Authority Revenue and the US Federal Agencies Contributions received in any calendar year to the payment of:

(a) the International Crossing Costs, the Michigan Interchange Costs, the US Federal Plaza Costs, the Crossing Authority Costs and the International Authority Costs; and

(b) all costs of anything necessary or appropriate for the Michigan Crossing, the Michigan Interchange or the US Federal Plaza, requested by the Crossing Authority, and undertaken by any of the Michigan Parties, in such calendar year.

Section 6. The Crossing Authority shall fund in any calendar year, subject to funding by Canada, the payment of:

(a) the International Crossing Costs, the Michigan Interchange Costs, the US Federal Plaza Costs, the Crossing Authority Costs and the International Authority Costs; and

(b) all costs of anything necessary or appropriate for the Michigan Crossing, the Michigan Interchange or the US Federal Plaza requested by the Crossing Authority, and undertaken by any of the Michigan Parties,

in such calendar year, to the extent that such costs are not funded by the Crossing Authority Revenue and US Federal Agencies Contributions, or any other source, in such calendar year.

Section 7. The Crossing Authority shall be permitted to fund the costs described in Section 6 by any means permitted under Applicable Law, including, without limitation, by gifts, grants, grants-in-aid, assistance funds, bequests, or contributions or pursuant to any other method or arrangement.

Section 8. To the extent Michigan, MDOT or MSF receives funding from the Crossing Authority or monies from any other source specifically for or in aid of the Michigan Crossing Lands Activities, the Michigan Interchange Lands Activities, the US Federal Plaza Land Activities, the Michigan Crossing Project Activities, the Michigan Interchange Project Activities or the US Federal Plaza Project Activities, each of Michigan, MDOT and MSF shall deploy such funding or monies strictly as specified,

designated or restricted by the Crossing Authority or any such source, as the case may be, and in compliance with Applicable Law.

Section 9. Without limiting the generality of Section 8, to the extent MDOT receives funding from the Crossing Authority or monies from any other Party specifically for or in aid of the Michigan Crossing Lands Activities, the Michigan Interchange Land Activities, the US Federal Plaza Lands Activities, the Michigan Crossing Project Activities, the Michigan Interchange Project Activities or the US Federal Plaza Project Activities, MDOT hereby commits to contribute such funding or monies, respectively, in furtherance of such activities and irrevocably pledges such funding or monies, respectively, in satisfaction of such commitment for the maximum fixed period of time permitted by Applicable Law.

Section 10. An escrow agent, paying agent, trustee or custodian may be retained for the purpose of receiving, holding, disbursing or paying any funding or monies by or on behalf of the Crossing Authority or any other source, respectively, in accordance with this Agreement.

Section 11. The Michigan Parties shall not be required to fund any International Crossing Costs, Michigan Interchange Costs, US Federal Plaza Costs, Crossing Authority Costs or International Authority Costs.

XI
LIABILITIES

Section 1. Canada shall not be liable for acts or omissions of the Crossing Authority (except as otherwise specifically agreed by Canada in its sole discretion) or the Michigan Parties. The Crossing Authority shall not be liable for acts or omissions of Canada or the Michigan Parties. The Michigan Parties shall not be liable for acts or omissions of Canada or the Crossing Authority.

Section 2. All liabilities of the Crossing Authority to third parties arising out of any one or more of the design, construction and financing of the International Crossing, the Michigan Interchange or US Federal Plaza shall be satisfied by the Crossing Authority.

Section 3. All liabilities of the Crossing Authority to third parties arising out of any one or more of the administration, operation, maintenance and improvement of the International Crossing or the US Federal Plaza shall be satisfied by the Crossing Authority.

Section 4. Any Claim by a third party against the Crossing Authority arising out of any one or more of the design, construction and financing of the Canadian Crossing shall be made in Ontario courts having jurisdiction over the Claim.

Section 5. Any Claim by a third party against the Crossing Authority arising out of any one or more of the administration, operation, maintenance and improvement of the Canadian Crossing shall be made in Ontario courts having jurisdiction over the Claim.

Section 6. Any Claim by a third party against the Crossing Authority arising out of any one or more of the design, construction and financing of the Michigan Crossing, the Michigan Interchange or the US Federal Plaza and any Claim by a third party against the Crossing Authority arising out of any one or more of the administration, operation, maintenance and improvement of the Michigan Crossing or the US Federal Plaza shall be made in Michigan courts having jurisdiction over the Claim or in federal courts sitting in Michigan having jurisdiction over the Claim, as the case may be.

XII
INSURANCE

The Crossing Authority shall be responsible for insurance coverage necessary to protect against damage to International Crossing. The Crossing Authority shall be responsible for such other insurance coverage as may be necessary for the benefit of itself, Canada, the Michigan Parties and the International Authority and their members and employees to protect against claims or liabilities arising out of the performance of this Agreement. Canada, the Crossing Authority, the Michigan Parties and the International Authority and their successors, members and employees shall be named as insured parties in those insurance policies to protect against claims or liabilities arising out of the performance of this Agreement, to the extent that such insurance is available at a commercially reasonable cost. Any claims or liabilities in excess of available insurance proceeds shall not be a responsibility of Canada (except as otherwise agreed by Canada in its sole discretion) or the Michigan Parties.

XIII
RECORDS AND AUDITS

Section 1. The Crossing Authority shall be responsible for the maintenance of proper, complete and accurate books and records, inter alia, for Crossing Authority Revenue, US Federal Agencies Contributions, International Crossing Costs, Michigan Interchange Costs, US Federal Plaza Costs, Crossing Authority Costs, Canadian Contributions and Unrecouped Canadian Contributions.

Section 2. Canada shall be responsible for the appointment of the Auditor for the Crossing Authority.

Section 3. The Crossing Authority shall be responsible for the preparation and delivery to Canada and to the Michigan Parties, within three months after each calendar year end, of financial statements of the Crossing Authority for the applicable calendar year, including, as applicable, a balance sheet, a statement of earnings and retained earnings, and a statement of source and application of funds, as at such calendar year end, prepared in accordance with GAAP and audited by the Auditor appointed by the Crossing Authority. The Crossing Authority shall also be responsible for the preparation and delivery to Canada and to the Michigan Parties, within three months after each calendar year end, of a statement of Canadian Contributions and statement of Unrecouped Canadian Contributions, prepared in accordance with the provisions of this Agreement and audited by the Auditor appointed by the Crossing Authority.

Section 4. The International Authority shall be responsible for the maintenance of proper, complete and accurate books and records for International Authority Costs, which shall be open to the public as required by Applicable Law.

Section 5. The chairperson of the International Authority shall be responsible for the appointment of the Auditor for the International Authority.

Section 6. The International Authority shall be responsible for the preparation and delivery to Canada and to the Michigan Parties, as soon as reasonably possible after each calendar year end, of financial statements of the International Authority for the applicable calendar year, including, as applicable, a balance sheet, a statement of earnings and retained earnings, and a statement of source and application of funds, prepared in accordance with GAAP and audited by the Auditor appointed by the International Authority.

XIV
DISPUTE RESOLUTION

Any dispute, controversy or claim (including a dispute giving rise to a deadlock, other than a post member removal deadlock) arising out of or relating to this Agreement or the breach, termination or invalidity of this Agreement (in Article VI, Article IX (Section 5), and in this Article XIV, a "**Dispute**"), shall be resolved by binding arbitration. Arbitration shall be settled in accordance with the UNCITRAL Arbitration Rules in effect on the Initial Execution Date, except as provided in this Agreement or otherwise agreed by the Crossing Authority and the Executive Office of the Governor of Michigan. The Executive Office of the Governor of Michigan shall represent the Michigan Parties in all respects in any arbitration. All Parties consent to any Disputes being so resolved.

The UNCITRAL Arbitration Rules can currently be found at:

http://www.uncitral.org/uncitral/en/uncitral_texts/arbitration/2010Arbitration_rules.html

Appointment of Arbitrators

Within thirty (30) days after the Effective Date, the Crossing Authority shall designate two (2) arbitrators and the Executive Office of the Governor of Michigan shall designate two (2) arbitrators ("**Designated Arbitrators**"). The Designated Arbitrators shall agree in writing to accept such appointments and to abide by the provisions of this Article XIV.

Within sixty (60) days after the Effective Date, the four (4) Designated Arbitrators shall designate three (3) neutral arbitrators ("**Neutral Arbitrators**"). Neutral Arbitrators shall agree in writing to accept such appointments and to abide by the provisions of this Article XIV.

The Crossing Authority and the Executive Office of the Governor of Michigan may remove its Designated Arbitrators at any time. Within thirty (30) days after any resignation by or removal of a Designated Arbitrator, the Crossing Authority and the

Executive Office of the Governor of Michigan shall replace its Designated Arbitrator and give notice to the other Parties. The Crossing Authority and the Executive Office of the Governor of Michigan may remove a Neutral Arbitrator by mutual agreement. Within thirty (30) days after any resignation or removal of a Neutral Arbitrator, the four (4) Designated Arbitrators shall replace the Neutral Arbitrator.

Standard Dispute Arbitration Procedures

Except as otherwise agreed by the Crossing Authority and the Executive Office of the Governor of Michigan, and except as otherwise provided below with respect to expedited dispute resolution, the following dispute arbitration procedures shall apply to any Dispute.

An arbitration under the standard dispute resolution procedures shall be commenced by the Crossing Authority or by the Executive Office of the Governor of Michigan giving Notice of a Dispute to the other. The Notice shall state the basis upon which the standard dispute resolution procedures apply pursuant to the provisions of this Article XIV.

The arbitration shall be conducted by a three-arbitrator panel. Within forty-eight (48) hours following the commencement of an arbitration, each of the Crossing Authority and the Executive Office of the Governor of Michigan must send notice to the other of their choice of a Designated Arbitrator to serve on the panel, and the Crossing Authority and the Executive Office of the Governor of Michigan shall by lot choose which of the Neutral Arbitrators shall act as the third arbitrator and chair of the arbitral panel, and if the Neutral Arbitrator so chosen is not available to act as the third arbitrator, which of the remaining two Neutral Arbitrators shall act as the third arbitrator and chair of the arbitral panel. If neither Neutral Arbitrator chosen by lot is available to act as the third arbitrator, the third Neutral Arbitrator shall act as the third arbitrator and chair of the arbitral panel.

Unless otherwise agreed by the Crossing Authority and the Executive Office of the Governor of Michigan, the arbitration shall be held in Windsor, Ontario, if the Executive Office of the Governor of Michigan initiates the arbitration, and in Detroit, Michigan, if the Crossing Authority initiates the arbitration. The arbitral panel shall have the power to establish any procedures that are not inconsistent with this Agreement or the UNCITRAL Arbitration Rules.

The arbitrators shall have the power to proceed with the arbitration and deliver the award notwithstanding the default by any Party in respect of any procedural order made by the arbitrators.

The arbitral panel may grant such remedy or relief that is just and equitable and within the scope of this Agreement and available under Applicable Law, except as otherwise provided in Section 5 of Article IX. The arbitral panel shall not award any remedy or relief other than a declaration, an injunction, or specific performance of a contract, unless a declaration, an injunction, or specific performance of a contract would not provide adequate relief or would be otherwise impractical, in which case the arbitral panel may award any other relief or remedy that is just and equitable and within the scope of this

Agreement and available under Applicable Law, except as otherwise provided in Section 5 of Article IX.

The arbitrators' decision shall be by majority.

The decision of the arbitral panel shall be final and binding and no appeal shall lie therefrom. The Parties waive their right to any form of recourse against any award rendered by the arbitral panel to any court or other competent authority, insofar as such waiver can validly be made under Applicable Law. Subject to Applicable Law, judgment upon the award rendered by the arbitral panel may be entered in any court having jurisdiction.

Expedited Dispute Resolution Procedures

Except as otherwise agreed by the Crossing Authority and the Executive Office of the Governor of Michigan, expedited dispute resolution procedures shall apply to any Dispute with respect to Articles V (Sections 4 through 6), VI, VII, VIII or IX of this Agreement until the International Crossing Opening Date and shall apply to any other Dispute when agreed by the Crossing Authority and the Executive Office of the Governor of Michigan. The Crossing Authority and the Executive Office of the Governor of Michigan expressly agree to waive an Oral Hearing and agree that the expedited dispute resolution procedure shall be conducted solely on the basis of written submissions.

An arbitration under the expedited dispute resolution procedures shall be commenced by the Crossing Authority or by the Executive Office of the Governor of Michigan giving Notice of a Dispute to the other. The Notice shall state the basis upon which the expedited dispute resolution procedures apply pursuant to the provisions of this Article XIV.

The arbitration shall be conducted by a sole arbitrator. Within forty-eight (48) hours following receipt of the commencement of the arbitration, the Crossing Authority and the Executive Office of the Governor of Michigan shall by lot choose which of the Neutral Arbitrators shall act as the sole arbitrator under the expedited dispute resolution procedures, and if the Neutral Arbitrator so chosen is not available to act as the sole arbitrator, which of the two remaining Neutral Arbitrators shall act as sole arbitrator. If neither Neutral Arbitrator chosen by lot is available to act as sole arbitrator, the third Neutral Arbitrator shall act as sole arbitrator.

The sole arbitrator shall have power to establish any procedures that are not inconsistent with this Agreement or the UNCITRAL Arbitration Rules, including limits on the length of any submissions under the expedited dispute resolution procedures.

Except as otherwise agreed by the Crossing Authority and the Executive Office of the Governor of Michigan, the following timetable shall apply sequentially, following the selection of the sole arbitrator:

Notice of claim and remedies sought	Two (2) Business Days

Statement of defence and counterclaims (including any alternative language pursuant to Article VI, Section 5, Part I., C.ii.)	Two (2) Business Days
Response to counterclaims and statement of affirmative defences (including any alternative language pursuant to Article VI, Section 5, Part I, C ii)	Two (2) Business Days
Voluntary exchange of relevant non-privileged documents and information to be used in support of claims and defences	Three (3) Business Days
Submission of concise statement of position, including summary of facts and statement of applicable law and the basis of the relief sought and supporting exhibits	Seven (7) Business Days
Oral Hearing	None
Final Award	Seven (7) Business Days

For greater certainty, the expedited dispute resolution procedures shall be undertaken and completed within twenty-one (21) Business Days, unless a counterclaim is made, when the process shall be undertaken and completed within twenty-three (23) Business Days.

The sole arbitrator shall have the power to proceed with the arbitration and deliver the award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator.

The sole arbitrator may grant such remedy or relief that is just and equitable and within the scope of this Agreement and available under Applicable Law, except as otherwise provided in Section 5 of Article IX. The sole arbitrator shall not award any remedy or relief other than a declaration, an injunction, or specific performance of a contract, unless a declaration, an injunction, or specific performance of a contract would not provide adequate relief or would be otherwise impractical, in which case the sole arbitrator may award any other relief or remedy that is just and equitable and within the scope of this Agreement and available under Applicable Law, except as otherwise provided in Section 5 or Article IX.

The decision of the sole arbitrator shall be final and binding and no appeal shall lie therefrom. The Parties waive their right to any form of recourse against any award rendered by the sole arbitrator to any court or other competent authority, insofar as such waiver can validly be made under Applicable Law. Subject to Applicable Law, judgment upon the award rendered by the sole arbitrator may be entered in any court having jurisdiction.

Exclusive Remedy

The provisions of this Article XIV shall be the sole and exclusive remedy of the Parties with respect to any Dispute. The Parties agree not to bring, or cause to be brought, in a court of law any action, proceeding, or cause of action whatsoever with respect to any Dispute, other than as necessary to enforce the award or decision of the arbitral panel or the sole arbitrator acting under this Agreement.

XV
GOVERNING LAW

The provisions of this Agreement with respect to the authorization and execution of this Agreement by the Michigan Parties, the establishment of the International Authority and the interpretation of any provisions of the Laws of Michigan and the Laws of the United States of America shall be governed by and construed in accordance with the Laws of Michigan and the Laws of the United States of America. All other provisions of this Agreement shall be construed in accordance with the Laws of the Province of Ontario and the Laws of Canada. No provision of this Agreement shall be construed as a waiver of governmental or sovereign immunity by Canada or Michigan.

XVI
EFFECTIVE DATE; TERM AND TERMINATION

Section 1. **Initial Execution Date.** After the Initial Execution Date, each Party shall cooperate with the other Parties in good faith, and shall use commercially reasonable efforts, to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, advisable or convenient to carry out the intent and purpose of this Agreement in accordance with and subject to the terms and conditions of this Agreement.

Section 2. **Effective Date.** This Agreement shall not be effective and binding on the Parties until the Effective Date.

Section 3. **Term.** This Agreement shall remain in effect until and shall expire on the later of (a) one hundred (100) years after the Effective Date, and (b) the first Canadian Contributions Recoupment Date, unless otherwise terminated in accordance with the provisions of this Agreement prior to the expiration of the term of this Agreement. This Agreement may be extended upon agreement by all Parties.

Section 4. **Rights of Termination.**

The Parties may terminate this Agreement by mutual agreement.

Canada and the Crossing Authority, in their sole discretion, may terminate this Agreement at any time prior to commencement of construction of the bridge component of the International Crossing.

The Michigan Parties, in their sole discretion, may terminate this Agreement if the Crossing Authority has not entered into this Agreement within one (1) year after the Initial Execution Date or if the Crossing Authority has not entered into a Public-Private Agreement within ten (10) years after the Effective Date.

Canada and the Crossing Authority, in their sole discretion, may terminate this Agreement at any time after the occurrence of an event or a circumstance, other than an event or circumstance within the sole control of Canada or the Crossing Authority, that (i) renders a Party unable to carry out all or substantially all of its then current obligations pursuant to this Agreement so as to frustrate the overall purpose and intent of this Agreement; (ii) results in the termination of any Public-Private Agreement or US Federal Plaza Public-Private Agreement and in the sole opinion of Canada and the Crossing Authority it would be commercially unreasonable for the Crossing Authority to enter into another Public-Private Agreement or another US Federal Plaza Public-Private Agreement, as the case may be; or (iii) causes damage or destruction to the International Crossing, the Michigan Interchange or the US Federal Plaza or a substantial part of any thereof to such extent that in the sole opinion of Canada and the Crossing Authority it would be commercially unreasonable to repair and restore the International Crossing, or if Michigan has not agreed to expeditiously repair and restore the Michigan Interchange at its sole cost and expense, or if the US Federal Agencies have not agreed to expeditiously repair and restore the US Federal Plaza at their sole cost and expense, as the case may be, to the condition immediately before the damage or destruction.

Section 5. **Rights and Obligations on Termination and Expiration.**

Upon expiration of the term of this Agreement or upon termination of this Agreement in accordance with the provisions of this Agreement, in addition to any other rights and remedies provided for under this Agreement, any lease or licence of the Michigan Crossing Lands to the Crossing Authority shall terminate; the Crossing Authority shall retain all assets, liabilities and obligations of the Crossing Authority in respect of the Canadian Crossing; except as otherwise provided in this Section 5, the Michigan Parties shall assume all liabilities and obligations of the Crossing Authority in respect of the Michigan Crossing; and all assets net of liabilities of the International Authority shall be distributed equally to the Crossing Authority and collectively to the Michigan Parties, and the International Authority shall thereupon be deemed dissolved.

Upon termination of this Agreement in accordance with the provisions of this Agreement, notwithstanding any other provisions of this Agreement, the Parties shall negotiate in good faith an agreement with respect to the disposition of the Michigan Crossing Lands, the Michigan Interchange Lands, and the US Federal Plaza Lands, and, until the Parties agree upon the disposition of the Michigan Crossing Lands, the Michigan Interchange Lands and the US Federal Plaza Lands, the Michigan Parties shall not (a) sell or otherwise dispose of all or any part of the Michigan Crossing Lands, the Michigan Interchange Lands, the US Federal Plaza Lands or any interest therein, (b) use or permit the use of all or any part of the Michigan Crossing Lands, the Michigan Interchange Lands or the US Federal Plaza Lands, or (c) mortgage, hypothecate, pledge or otherwise create a security interest in all or any part of the Michigan Crossing Lands, the Michigan Interchange Lands or the US Federal Plaza Lands, except (i) a use of US Federal Plaza Lands by US Federal Agencies or a disposition of an interest in US Federal Plaza Lands to US Federal Agencies, each as provided for and in accordance with a lease or licence of the US Federal Plaza Lands to US Federal Agencies or (ii) as otherwise agreed by the Crossing Authority and the Michigan Parties.

Upon termination of this Agreement in accordance with the provisions of this Agreement, notwithstanding any other provisions of this Agreement, the Michigan Parties shall reimburse all unexpended monies funded by the Crossing Authority to any of the Michigan Parties for any Michigan Crossing Land Activities, Michigan Interchange Land Activities and US Federal Plaza Land Activities, provided that unless Canada and the Crossing Authority shall have terminated this Agreement upon the occurrence of an event or circumstance, within the control of one or more of the Michigan Parties, that renders a Party unable to carry out all or substantially all of its then current obligations pursuant to this Agreement so as to frustrate the overall purpose and intent of this Agreement, the Crossing Authority shall reimburse the Michigan Parties for all costs and expenses incurred by any of the Michigan Parties arising from actions taken by any of the Michigan Parties prior to the termination of this Agreement upon the request of the Crossing Authority and in accordance with Applicable Law, for any Michigan Crossing Land Activities, Michigan Interchange Land Activities and US Federal Plaza Land Activities.

XVII
CONFIDENTIALITY

Section 1. **Confidential Information to International Authority.** The Parties agree that all confidential information provided to the International Authority, including information provided under Sections 4 and 5 of Article V and under Parts I to IV of Section 5 of Article VI, shall remain confidential to the maximum extent permitted by Applicable Law. Before any confidential information is delivered or made available to the International Authority, the provider of the information and the International Authority shall agree to a process or method for maintaining confidentiality of all confidential information provided to the maximum extent permitted by Applicable Law.

Section 2. **Confidential Information to the Parties.** The Parties agree that all confidential information provided to any Party, including information provided under Sections 4 and 5 of Article V, shall remain confidential to the maximum extent permitted by Applicable Law. Before any confidential information is delivered or made available to any Party, the provider of the confidential information and the recipient of the confidential information shall agree to a process or method for maintaining confidentiality of all confidential information provided to the maximum extent permitted by Applicable Law.

Section 3. **Confidential Information in Arbitration Proceedings.** The Parties agree that, to the maximum extent permitted by Applicable Law, the Parties, the International Authority and the arbitrators shall keep confidential any arbitration proceeding and Canada, the Crossing Authority and the Executive Office of the Governor of Michigan shall keep confidential all materials and information delivered to or maintained by it related to any such arbitration proceeding, including any decision of the arbitrators. All materials and information related to any arbitration proceeding shall be exchanged and

maintained exclusively by and through Canada, the Crossing Authority and the Executive Office of the Governor of Michigan.

Section 4. **Confidential Information to Others.** The Parties agree that a recipient's obligation of confidentiality shall include all staff, attorneys and consultants of the recipient who may receive such information.

XVIII
GENERAL PROVISIONS

Section 1. **Notices.** All notices given under this Agreement ("**Notice**") shall be in writing and shall be delivered personally or by courier addressed:

(a) in the case of either of Canada and the Crossing Authority to

Minister of Transport
Transport Canada
Place de Ville, Tower C
330 Sparks Street
Ottawa, Ontario
K1A 0N5

and

Crossing Authority
c/o Minister of Transport
Transport Canada
Place de Ville, Tower C
330 Sparks Street
Ottawa, Ontario
K1A 0N5

or to such other address or addressed in such other manner as the Minister of Transport may from time to time designate in writing to the Michigan Parties; and

(b) in the case of any of the Michigan Parties to

Governor of Michigan
State of Michigan
Romney Building
111 South Capitol Avenue
Lansing, Michigan 48933

With copy to:
Michigan Department of Attorney General

G. Mennen Williams Building
525 West Ottawa Street
Lansing, Michigan 48090
Attention: Attorney General

and

Michigan Department of Transportation
Van Wagner Building
425 West Ottawa Street
Lansing, Michigan 48909
Attention: Director

and

Michigan Strategic Fund
200 North Washington Square
Lansing, Michigan 48913
Attention: President and Chair

or to such other address or addressed in such other manner as the Governor of Michigan may from time to time designate in writing to Canada and the Crossing Authority.

Any Notice shall be considered to have been received on the date of delivery.

Section 2. **No Assignment.** No Party may assign this Agreement or any of its rights, duties or obligations thereunder and any attempt by a Party to assign this Agreement or any of its rights, duties or obligations under this Agreement shall be null and void.

Section 3. **Amendments.** This Agreement may be amended, supplemented or restated by a written agreement signed by all Parties. No amendment, supplement, or restatement to or of this Agreement shall have any force or effect unless it is in writing and unless signed by all Parties and, except as otherwise permitted by Applicable Law, approved by the U.S. Secretary of State.

Section 4. **Waiver.** The failure of any Party to insist in any one instance upon the strict performance by any other Party of its obligations under this Agreement shall not constitute a waiver or relinquishment of any such obligations as to any other instances, and the same shall continue in full force and effect. No covenant or condition of this Agreement may be waived by any Party except by written consent of that Party, and forbearance or indulgence of that Party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition until performed or waived in writing, and that Party shall be entitled to invoke any remedy available to that Party under this Agreement or by Applicable Law, despite the forbearance or indulgence.

Section 5. **Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties in respect of the subject matter and supersedes and revokes all negotiations, arrangements, letters of intent, representations and information conveyed, whether oral or in writing, between the Parties or their representatives or any other Person purporting to represent one or more of the Parties.

Section 6. **No Partnership.** Except as specifically provided to the contrary, each of the Parties expressly disclaims any intention to create an agency, partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that, except as specifically provided to the contrary, nothing contained in this Agreement nor any acts of any of the Parties shall constitute or be deemed to constitute any of the Parties as partners, joint venturers or principal and agent in any way or for any purpose. None of the Parties shall hold itself out to be a partner of or joint venturer with any other Party. Except as specifically provided to the contrary, no Party shall have the authority to act for or to assume any obligations or responsibility on behalf of any other Party.

Section 7. **No Delegation.** Except as specifically provided to the contrary, nothing contained in this Agreement shall constitute or be construed or be deemed to constitute or be construed as a delegation by Canada of any of the powers, duties or functions of Canada to the Crossing Authority or a delegation by Michigan of any of its sovereign or constitutional powers to either of Canada or the Crossing Authority.

Section 8. **No Rights of Third Parties.** Nothing in this Agreement is intended or shall be construed to confer or give any Person, other than the Parties and their respective successors and the International Authority, any rights or remedies under or by reason of this Agreement.

Section 9. **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction or in respect of any Party, the illegality, invalidity or unenforceability of that provision in that jurisdiction or in respect of that Party shall not affect:

(a) the legality, validity or enforceability of that provision in any other jurisdiction or in respect of the other Parties, or

(b) the legality, validity or enforceability of the remaining provisions of this Agreement.

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in respect of the International Authority, the Parties shall negotiate in good faith to replace the provisions of this Agreement in respect of the International Authority with provisions that provide substantially the same rights and obligations for the Parties as the current provisions in respect of the International Authority.

To the extent necessary or appropriate for this Agreement or any provision thereof to be enforceable under Applicable Law, this Agreement shall be considered and deemed to be a separate agreement by and among Canada and the Crossing Authority, on the one hand, and each of Michigan, MDOT and MSF, on the other hand, with respect to any power,

privilege, or authority that Canada and the Crossing Authority, on the one hand, and each of Michigan, MDOT and MSF, on the other hand, share in common and that each might exercise separately.

Section 10. **Time of Essence.** Time shall be of the essence of this Agreement.

Section 11. **Further Assurances.** Each Party shall, from time to time, promptly execute and deliver and take all further action as may be reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement and to complete the transactions contemplated in this Agreement.

Section 12. **Counterparts.** This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

Section 13. **Survival.** The provisions of Articles III; IV; XI in respect of acts or omissions prior to the expiration or termination of this Agreement; XIV; XV; XVI, Section 5; XVII and XVIII, in each case as and to the extent such provision has been modified or superceded through Schedule A having become effective prior to the expiration or termination of this Agreement for any reason whatsoever, shall survive the expiration or termination of this Agreement for any reason whatsoever.

Section 14. **Post Canadian Contributions Recoupment Date.** Schedule A shall not be effective and apply to this Crossing Agreement until satisfaction of the requirements specified in Section 1 of Schedule A. The Parties do not anticipate that the first Canadian Contributions Recoupment Date will occur until at least fifty (50) years after the Effective Date. After Schedule A is effective and applies to this Crossing Agreement, if any provision of Schedule A conflicts with any other provision of this Agreement, the provision of Schedule A shall prevail and the provisions of this Agreement shall be modified or superceded accordingly.

Section 15. **Michigan Secretary of State.** After the Initial Execution Date, Michigan shall cause an original executed copy of this Agreement to be filed with the Michigan Secretary of State, Office of the Great Seal and with the Clerk of Ingham County, in the State of Michigan.

EXECUTED by Canada and Michigan on this 15th day of June, 2012.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Transport

(b) (6) [redacted]

By: [redacted]
Name: The Honourable Denis Lebel
Title: Minister of Transport

STATE OF MICHIGAN

(b) (6) [redacted]

By: [redacted]
Name: Richard D. Snyder
Title: Governor

EXECUTED by the Crossing Authority on this 2nd day of November, 2012

WINDSOR-DETROIT BRIDGE AUTHORITY [an entity established by Canada in accordance with this Agreement]

By: (b) (6) [redacted]
Name: Helena Borges
Title: ~~Chair & President~~ Director

EXECUTED by the Michigan Department of Transportation on this _____ day of _____, 20__

MICHIGAN DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title: Director

EXECUTED by the Michigan Strategic Fund on this _____ day of _____, 20__

MICHIGAN STRATEGIC FUND

By:_____
Name:
Title: President & Chair

EXECUTED by the Crossing Authority on this _____ day of _____, 20__

_____

By:_____
Name:
Title: Chair & President

EXECUTED by the Michigan Department of Transportation on this 29 day of June, 2012

MICHIGAN DEPARTMENT OF TRANSPORTATION

By:_____ (b) (6) [redacted]
Name:
Title: Director

EXECUTED by the Michigan Strategic Fund on this 28 day of June, 2012

MICHIGAN STRATEGIC FUND.

By:_____ (b) (6) [redacted]
Name:
Title: President & Chair

SCHEDULE A
CROSSING AGREEMENT
POST CANADIAN CONTRIBUTIONS RECOUPMENT DATE

Section 1. **Effectiveness.** This Schedule shall be effective and apply to this Crossing Agreement as at and from the time that

(a) the Michigan Legislature (unless otherwise authorized under Michigan Law) shall have sanctioned the collection by the Crossing Authority of International Crossing Tolls in accordance with this Agreement and the funding by the Michigan Parties of 50% of the amount, if any, by which the aggregate of International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs and the International Authority Costs, subject to any increase or decrease approved by the International Authority in any reserves reasonably required for ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs, and International Authority Costs, exceeds the aggregate of Crossing Authority Revenue and US Federal Agency Contributions; and

(b) within six (6) months after

i. any Canadian Contributions Recoupment Date, the Michigan Parties shall have agreed with Canada and the Crossing Authority, in form and substance satisfactory to Canada and the Crossing Authority acting reasonably, to the collection by the Crossing Authority of International Crossing Tolls in accordance with this Agreement and to the funding by the Michigan Parties of fifty percent (50%) of the amount, if any, by which the aggregate of International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs and International Authority Costs, subject to any increase or decrease approved by the International Authority in any reserves reasonably required for ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs, and International Authority Costs, exceeds the aggregate of Crossing Authority Revenue and US Federal Agency Contributions; or

ii any calendar year end, the Michigan Parties shall have paid the Crossing Authority an amount equal to fifty percent (50%) of the Unrecouped Canadian Contributions as at such calendar year end and the Michigan Parties shall have agreed with Canada and the Crossing Authority, in form and substance satisfactory to Canada and the Crossing Authority acting reasonably, to the collection by the Crossing Authority of International Crossing Tolls in accordance with this Agreement and to the funding by the Michigan Parties of fifty percent (50%) of the amount, if

any, by which the aggregate of International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs and International Authority Costs, subject to any increase or decrease approved by the International Authority in any reserves reasonably required for ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs, and International Authority Costs, exceeds the aggregate of the Crossing Authority Revenue and the US Federal Agency Contributions.

Section 2. **Paramountcy**. If any provision of this Schedule A conflicts with any provision of this Crossing Agreement (other than this Schedule A), the provision of this Schedule A shall prevail and the provisions of the Crossing Agreement shall be modified or superceded accordingly.

Section 3. **Interpretation**. When used in this Crossing Agreement as amended by this Schedule A, the following words and terms have the following meanings unless the context clearly indicates a different meaning or intent:

(a) "**International Authority Oversight**" means the oversight by the International Authority in accordance with the provisions of Section 5 of Article VI of this Agreement together with oversight by the International Authority to monitor the improvement, operation, maintenance and use of the International Crossing and to approve rates for the International Crossing Tolls.

(b) "**Crossing Authority Revenue**" means all revenue received by the Crossing Authority (other than a payment by the Michigan Parties pursuant to Section 1(b)(ii) of this Schedule A and other than US Federal Agencies Contributions), including monies received from Canada or the Michigan Parties, related to the International Crossing or the US Federal Plaza including International Crossing Tolls, all revenue received arising from any Public-Private Agreement or any US Federal Plaza Public-Private Agreement, interest or other money on account of investments by the Crossing Authority, and proceeds of insurance in the event of damage or destruction of any portion of the International Crossing or the US Federal Plaza.

(c) "**Imputed Cost of Unrecouped Party Contributions**" means, at each calendar year end, the aggregate amount accrued on Unrecouped Party Contributions in Canadian dollars, during such calendar year, calculated at a rate per annum equal to the Government of Canada benchmark long-term bond yield effective on the last business day of the previous calendar year end, as published by the Bank of Canada (Weekly Financial Statistics, series V39056), plus 100 basis points, and compounded annually, or at such other rate as shall be agreed upon, from time to time, by the Parties.

(d) **"International Crossing Tolls"** means the tolls, fees or other charges for use of the International Crossing.

(e) **"Unrecouped Party Contributions"** means an amount equal to the Unrecouped Canadian Contributions as at the calendar year end immediately prior to the date this Schedule becomes effective and means, at each calendar year end thereafter, such amount plus the aggregate amount of Imputed Cost of Unrecouped Party Contributions compounded at any calendar year thereafter minus any surplus applied or paid equally to the Crossing Authority and to the Michigan Parties pursuant to Section 4(f)(iv) of this Schedule A.

Responsible for. The term **"responsible for"** shall be interpreted to mean to undertake or cause to be undertaken, the relevant activities and be liable for all costs and expenses in respect thereof; in the case of Canada, subject, to all procedures and approvals required by Canada for the payment of funds, including appropriation by the Parliament of Canada, to pay for such costs and expenses; in the case of the Crossing Authority, subject to availability of Crossing Authority Revenue to pay for such costs and expenses and US Federal Agencies Contributions to pay for US Federal Plaza Costs, as applicable; and, in the case of the Michigan Parties, subject to all procedures and approvals required by Michigan for the payment of funds, including appropriation by the Michigan Legislature, to pay for such costs and expenses.

Fund/Funding. The terms **"fund"** and **"funding"** shall be interpreted to mean to provide all monies required to pay for the costs and expenses incurred in respect of the relevant activities without any requirement for reimbursement (except for US Federal Agencies Contributions as provided for in this Agreement); in the case of Canada and the Michigan Parties, subject to all procedures and approvals required by Canada or Michigan, as the case may be, for the payment of funds, including appropriation by the Parliament of Canada or the Michigan Legislature, respectively; and, in the case of the Crossing Authority, subject to availability of Crossing Authority Revenue or US Federal Agencies Contributions to pay for US Federal Plaza Costs, as applicable. The terms **"fund"** and **"funding"** shall also be interpreted to mean to provide real or personal property or services in lieu of monies in respect of the relevant activities without any requirement for reimbursement, subject to all procedures and approvals required by Canada or Michigan, as the case may be, for the gift, contribution or delivery of real or personal property or services.

Section 4. **Crossing Authority Revenue.**

(a) Any Canadian Contributions during the period described in Section 1(b)(i) or (ii) of this Schedule A shall be deemed International Crossing Costs.

(b) If Canada or any of the Michigan Parties receives any amounts that if received by the Crossing Authority would be Crossing Authority Revenue,

Canada or any of the Michigan Parties, as the case may be, shall receive such amounts in trust for the Crossing Authority and shall immediately pay such amounts to the Crossing Authority.

(c) The Crossing Authority shall be entitled to set rates for and to collect, or cause to be collected, International Crossing Tolls, subject to approval of the rates by the International Authority, and subject to Applicable Law.

(d) The International Authority shall approve rates for the International Crossing Tolls estimated to be sufficient, together with other Crossing Authority Revenue and US Federal Agencies Contributions, to satisfy all ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs and International Authority Costs, subject to any increase or decrease approved by the International Authority in any reserves reasonably required for ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs, and International Authority Costs, and the amortization approved by the International Authority of any Unrecouped Party Contributions, without recourse to Canada, the Crossing Authority, or the Michigan Parties, provided that the Parties may agree, from time to time, upon another standard upon which the International Authority shall approve rates for International Crossing Tolls.

(e) No Parties may establish or collect International Crossing Tolls, except as otherwise provided in this Agreement.

(f) The Crossing Authority shall apply the Crossing Authority Revenue and the US Federal Agencies Contributions received in any calendar year to or to the payment of:

i. the International Crossing Costs, the US Federal Plaza Costs, the Crossing Authority Costs and the International Authority Costs;

ii. all costs of anything else necessary or appropriate for the Michigan Crossing or the US Federal Plaza requested by the Crossing Authority, and undertaken by any of the Michigan Parties;

iii. any increase in any reserves as approved by the International Authority reasonably required for ongoing and projected International Crossing Costs, US Federal Plaza Costs, Crossing Authority Costs and International Authority Costs; and

iv. any surplus equally to the Crossing Authority and to the Michigan Parties,

in each calendar year.

(g) The Crossing Authority, subject to funding by Canada and the Michigan Parties shall fund, equally, in any calendar year, the payment of:

i. the International Crossing Costs, the US Federal Plaza Costs, the Crossing Authority Costs and the International Authority Costs;

ii. all costs of anything else necessary or appropriate for the Michigan Crossing or the US Federal Plaza requested by the Crossing Authority, and undertaken by any of the Michigan Parties; and

iii. any increase in any reserves as approved by the International Authority reasonably required for ongoing and projected International Crossing Costs, Crossing Authority Costs and International Authority Costs,

in such calendar year, to the extent such costs are not funded by the Crossing Authority Revenue and the US Federal Agencies Contributions in such calendar year.

Section 5. **Liabilities.**

(a) All liabilities of the Crossing Authority to third parties arising out of the design or construction of the International Crossing, the Michigan Interchange or the US Federal Plaza shall be satisfied by the Crossing Authority or by one or more third parties, other than Canada (except as otherwise specifically agreed by Canada in its sole discretion) and other than the Michigan Parties.

(b) All liabilities of the Crossing Authority to third parties arising out of administration, operation, maintenance or improvement of the International Crossing or the US Federal Plaza shall be satisfied solely by the Crossing Authority or by one or more third parties, other than Canada (except as otherwise specifically agreed by Canada in its sole discretion) and other than the Michigan Parties.

Section 6. **Books and Audit.** The Crossing Authority shall be responsible for the maintenance of proper, complete and accurate books and records, inter alia, for Crossing Authority Revenue, International Crossing Costs, US Federal Plaza Costs and Crossing Authority Costs.

SCHEDULE "B'
CROSSING AGREEMENT
PROCUREMENT REQUIREMENTS FOR INTERNATIONAL CROSSING

Section 1. RFQ Process Requirements. The following are specific requirements for the RFQ process:

(a) Selection of a short-list of Private Entities to respond to the RFP, with or without negotiations.

(b) The following shall be considered in evaluating an RFQ submission:

i. Criteria based on general reputation, qualifications, industry experience, safety record, experience related to development and execution of community benefits plans and community consultations, technical and financial capacity, or any combination of these, without discrimination on the basis of nationality.

ii. Evidence that the Private Entities have the capacity to obtain all required payment and performance bonding, liability insurance, and errors and omission insurance.

Section 2. RFP Process Requirements. The following are specific requirements for the RFP process:

(a) The solicitation of proposals for the selection of a Concessionaire for the International Crossing shall follow a competitive bidding process.

(b) Before the RFP is issued, there shall be at least 1 public meeting in Michigan on the selection process.

(c) The following shall be considered in evaluating an RFP proposal:

i. The proposed value for money for the Crossing Authority including the proposed cost of and financial plan for the International Crossing and the Michigan Interchange.

ii. The proposed design, financing, construction, repair, maintenance, and/or operation of the International Crossing and the proposed design and/or construction of the Michigan Interchange.

iii. The proposed plan of the proponent to hire legal residents and citizens of Canada and legal residents and citizens of the United States of America for work relating to the International Crossing and the Michigan

Interchange, without discrimination on the basis of nationality, to the extent permitted by Applicable Law.

iv. The proposed community benefits plans, as described in the RFP, covering both Canada and Michigan, which includes, in relation to both the construction and operation of the International Crossing: (A) the manner in which stakeholders and community are to continue to be involved; (B) the manner in which host community input relating to community benefits and stakeholder involvement are to be factored; (C) the manner in which bidders plan to work with local institutes of higher learning, unions and others; and (D) the manner in which job training and local job development will be encouraged.

v. The proposed plan for compliance with the Federal Aid Eligibility Requirements as specifically set forth in the RFP in accordance with Article IX, Section 5 of the Crossing Agreement.

Section 3. Public-Private Agreement Requirements. The following are specific requirements for any Public-Private Agreement:

(a) General requirements for any Public-Private Agreement and procedures relating thereto:

i. A Public-Private Agreement must be consistent with Applicable Law and the Crossing Agreement.

ii. A Public-Private Agreement must state that Michigan is not liable, either directly or indirectly, under the Public-Private Agreement.

iii. A Public-Private Agreement must provide for the efficient, safe and financeable construction and operation of the International Crossing.

iv. A Public-Private Agreement must state that there will be no discrimination on the basis of nationality as between Canada and the United States of America.

(b) Specific provisions to be included in a Public-Private Agreement:

i. A requirement that to the extent control of the International Crossing is granted to the Concessionaire, such control shall revert from the Concessionaire to the Crossing Authority at the end of the Public-Private Agreement.

ii. A provision that ownership of the Michigan Crossing and the Michigan Interchange is vested in the State of Michigan and the ownership of the Canadian Crossing is vested in Canada.

iii. A requirement that the Concessionaire cooperate with all appropriate public agencies on all matters concerning the security of the International Crossing or disaster recovery for the International Crossing.

iv. A requirement that the Concessionaire submit to all appropriate public agencies written plans for the security of the International Crossing and disaster recovery for the International Crossing.

v. A provision that the Concessionaire maintain the International Crossing in accordance with the standards specified in the Public-Private Agreement.

vi. A provision that Michigan, MDOT, MSF, or any political subdivision of Michigan, and the International Authority are not liable for the acts or omissions of the Concessionaire.

vii. The Public-Private Agreement shall require sufficient security to fulfill the purposes of payment and performance bonds, which may include payment or performance bonds, a letter of credit, parent corporation guarantees or other security from the Concessionaire or from private entities other than the Concessionaire so long as the purposes of payment and performance bonds are fulfilled.

viii. A provision that when the Public-Private Agreement is final and effective, the Crossing Authority shall transmit a copy to the Parties, excluding any trade secrets, proprietary commercial or financial information, or other confidential information exempted from disclosure in accordance with the RFP, the Public Private Agreement or Applicable Law.

ix. A provision that Michigan, MDOT, MSF and any political subdivision of Michigan are not liable for the acts or omissions of the International Authority or the Crossing Authority in connection with the Public-Private Agreement.

x. A provision that the Michigan Crossing and the Michigan Interchange must comply with the mitigation and enhancement measures included in the Green Sheet of the Final Environmental Impact Assessment as contained in the Record of Decision for the Michigan Interchange and the Michigan Crossing.

xi. A provision that the Concessionaire is not authorized to condemn property in Michigan.

xii. A provision that the Concessionaire is not authorized to levy taxes.

xiii. Provisions requiring the Concessionaire to comply with the Federal Aid Eligibility Requirements and provisions for the enforcement of those requirements, each as specifically set forth in the Public-Private

Agreement in accordance with Article IX, Section 5 of the Crossing Agreement.

(c) Specific provisions that shall not be included in a Public-Private Agreement:

i. Any provision that the public would be deprived of the use and benefit of the International Crossing except as necessary to implement tolls, user fees or other charges authorized or permitted by Applicable Law and this Agreement, to regulate the level or character of permissible uses of the International Crossing to ensure safe and efficient operation of the International Crossing, to address issues of public safety or security, or to maintain, repair, or improve the International Crossing.

ii. Any prohibition against MDOT, any public agency in Michigan, or a private entity in Michigan, researching, planning, procuring, designing, financing, constructing, maintaining, operating, improving, or repairing a transportation project or facility in Michigan that is included in MDOT's long-range plan in effect on the date that proposals for the Public-Private Agreement are submitted.

iii. Any prohibition against a private entity in Michigan researching, planning, procuring, designing, financing, constructing, maintaining, operating, improving, or repairing a transportation project or facility in Michigan that is otherwise authorized by Law of Michigan.

iv. Any provision that Michigan, any of its political subdivisions, MDOT, MSF or an agency or authority of Michigan, are obligated to use Michigan state funds to make any payment to the Concessionaire or any third party.

APPENDIX B
PRESIDENTIAL PERMIT

it appears to the Commission that such action is necessary or appropriate in the public interest, for the protection of investors, or otherwise in furtherance of the purposes of the Act.

IV. Solicitation of Comments

Interested persons are invited to submit written data, views, and arguments concerning the foregoing, including whether the proposed rule change is consistent with the Act. Comments may be submitted by any of the following methods:

Electronic Comments

- Use the Commission's Internet comment form (*http://www.sec.gov/rules/sro.shtml*); or
- Send an email to *rule-comments@sec.gov. Please include File Number* SR–BOX–2013–20 *on the subject line.*

Paper Comments

- Send paper comments in triplicate to Elizabeth M. Murphy, Secretary, Securities and Exchange Commission, 100 F Street, NE., Washington, DC 20549–1090.

All submissions should refer to File Number SR–BOX–2013–20. This file number should be included on the subject line if email is used. To help the Commission process and review your comments more efficiently, please use only one method. The Commission will post all comments on the Commission's Internet Web site (*http://www.sec.gov/rules/sro.shtml*). Copies of the submission, all subsequent amendments, all written statements with respect to the proposed rule change that are filed with the Commission, and all written communications relating to the proposed rule change between the Commission and any person, other than those that may be withheld from the public in accordance with the provisions of 5 U.S.C. 552, will be available for Web site viewing and printing in the Commission's Public Reference Room, 100 F Street, NE., Washington, DC 20549, on official business days between the hours of 10:00 a.m. and 3:00 p.m. Copies of the filing also will be available for inspection and copying at the principal office of the Exchange. All comments received will be posted without change; the Commission does not edit personal identifying information from submissions. You should submit only information that you wish to make available publicly. All submissions should refer to File Number SR–BOX–2013–20 and should be submitted on or before May 9, 2013.

For the Commission, by the Division of Trading and Markets, pursuant to delegated authority.[27]

Elizabeth M. Murphy,

Secretary.

[FR Doc. 2013–09098 Filed 4–17–13; 8:45 am]

BILLING CODE 8011–01–P

[27] 17 CFR 200.30–3(a)(12).

DEPARTMENT OF STATE

[Public Notice 8278]

Issuance of a Presidential Permit Authorizing the State of Michigan to Construct, Connect, Operate, and Maintain at the Border of the United States a Bridge Linking Detroit, Michigan, and Windsor, Ontario

SUMMARY: The Department of State issued a Presidential Permit to the State of Michigan on April 11, 2013, authorizing the permitee to construct, connect, operate and maintain at the border of the United States a bridge linking Detroit, Michigan and Windsor, Ontario. In making this determination, the Department provided public notice of the proposed amendment (77 FR 7951, July 11, 2012), offered the opportunity for comment and consulted with other federal agencies, as required by Executive Order 11423, as amended.

FOR FURTHER INFORMATION CONTACT: Josh Rubin, Canada Border Affairs Officer, via email at *WHACanInternal@state.gov*, by phone at 202 647–2256 or by mail at Office of Canadian Affairs—Room 1329, Department of State, 2201 C St., NW., Washington, DC 20520. Information about Presidential permits is available on the Internet at *http://www.state.gov/p/wha/rt/permit/*.

SUPPLEMENTARY INFORMATION: The following is the text of the issued permit:

By virtue of the authority vested in me as Under Secretary of State for Economic Growth, Energy, and the Environment, including those authorities under Executive Order 11423, 33 FR 11741, as amended by Executive Order 12847 of May 17, 1993, 58 FR 29511, Executive Order 13284 of January 23, 2003, 68 FR 4075, and Executive Order 13337 of April 30, 2004, 69 FR 25299; and Department of State Delegation of Authority 118–2 of January 26, 2006; having considered the environmental effects of the proposed action consistent with the National Environmental Policy Act of 1969 (83 Stat. 852; 42 U.S.C. 4321 et seq.) and other statutes relating to environmental concerns; having considered the proposed action consistent with the National Historic Preservation Act (80 Stat. 917, 16 U.S.C. 470f et seq.); and having requested and received the views of various of the federal departments and other interested persons; I hereby grant permission, subject to the conditions herein set forth, to the State of Michigan (hereinafter referred to as "permittee ") to construct, connect, operate, and maintain a new international bridge (the New International Trade Crossing) between Detroit, Michigan, and Windsor, Ontario, Canada.

The term "facilities" as used in this permit means the bridge and any land, structure, or installations appurtenant thereto, at the location set forth in the Preferred Alternative in the "Detroit River International Crossing (DRIC), Wayne County, Michigan, Final Environmental Impact Statement and Final Section 4(f) Evaluation" by the U.S. Department of Transportation, Federal Highway Administration and Michigan Department of Transportation, dated November 21, 2008, the Record of Decision of the Federal Highway Administration dated January 14, 2009, and the application for a Presidential permit submitted by the State of Michigan dated June 18, 2012.

The term "United States facilities" as used in this permit means that part of the facilities in the United States.

This permit is subject to the following conditions:

Article 1. (1) The United States facilities herein described, and all aspects of their operation, shall be subject to all the conditions, provisions, and requirements of this permit and any amendment thereof. This permit may be terminated at the will of the Secretary of State or the Secretary's delegate or may be amended by the Secretary of State or the Secretary's delegate at will or upon proper application therefore. The permittee shall make no substantial change in the location of the United States facilities or in the operation authorized by this permit until such changes have been approved by the Secretary of State or the Secretary's delegate.

(2) The construction, operation and maintenance of the United States facilities shall be in all material respects as described in the permitee's June 18, 2012, application for a Presidential Permit (the "Application").

Article 2. (1) The standards for, and the manner of, the construction, operation, and maintenance of the United States facilities shall be subject to inspection and approval by the representatives of appropriate federal,

state and local agencies. The permittee shall allow duly authorized officers and employees of such agencies free and unrestricted access to said facilities in the performance of their official duties.

(2) Prior to initiation of construction, the permittee shall obtain the approval of the United States Coast Guard (USCG) in conformity with Section 5 of the International Bridge Act of 1972 (33 U.S.C. 535c), 33 CFR 1.01–60 and Department of Homeland Security Delegation of Authority Number 0170.1.

Article 3. The permittee shall comply with all applicable federal, state, and local laws and regulations regarding the construction, operation, and maintenance of the United States facilities and with all applicable industrial codes. The permittee shall obtain all requisite permits from state and local government entities and relevant federal agencies.

Article 4. Upon the termination, revocation, or surrender of this permit, and unless otherwise agreed by the Secretary of State or the Secretary's delegate, the United States facilities in the immediate vicinity of the international boundary shall be removed by and at the expense of the permittee within such time as the Secretary of State or the Secretary's delegate may specify, and upon failure of the permittee to remove this portion of the United States facilities as ordered, the Secretary of State or the Secretary's delegate may direct that possession of such facilities be taken and that they be removed at the expense of the permittee; and the permittee shall have no claim for damages by reason of such possession or removal.

Article 5. If, in the future, it should appear to the Secretaries of the Army or Homeland Security (or either Secretary's delegate) or the United States Coast Guard that any facilities or operations permitted hereunder cause unreasonable obstructions to the free navigation of any of the navigable waters of the United States, the permittee may be required, upon notice from the Secretary of the Army or the Secretary of Homeland Security (or either Secretary's delegate) or the United States Coast Guard, to remove or alter such facilities as are owned by it so as to render navigation through such waters free and unobstructed.

Article 6. The construction, connection, operation and maintenance of the United States facilities hereunder shall be subject to the limitations, terms, and conditions issued by any competent agency of the U.S. government, including but not limited to the Department of Homeland Security (DHS) and the Department of Transportation (DOT). The permittee shall continue the operations hereby authorized in exact accordance with such limitations, terms, and conditions.

Article 7. When, in the opinion of the President of the United States, the national security of the United States demands it, due notice being given by the Secretary of State or the Secretary's delegate, the United States shall have the right to enter upon and take possession of any of the United States facilities or parts thereof; to retain possession, management, or control thereof for such length of time as may appear to the President to be necessary; and thereafter to restore possession and control to the permittee. In the event that the United States shall exercise such right, it shall pay to the permittee just and fair compensation for the use of such United States facilities upon the basis of a reasonable profit in normal conditions, and the cost of restoring said facilities to as good condition as existed at the time of entering and taking over the same, less the reasonable value of any improvements that may have been made by the United States.

Article 8. Any transfer of ownership or control of the United States facilities or any part thereof shall be immediately notified in writing to the United States Department of State, including the submission of information identifying the transferee. This permit shall remain in force subject to all the conditions, permissions and requirements of this permit and any amendments thereto unless subsequently terminated or amended by the Secretary of State or the Secretary's delegate.

Article 9. (1) The permittee shall acquire such right -of-way grants or easements, permits, and other authorizations as may become necessary and appropriate.

(2) The permittee shall save harmless and indemnify the United States from any claimed or adjudged liability arising out of the construction, operation, or maintenance of the facilities.

(3) The permittee shall maintain the United States facilities and every part thereof in a condition of good repair for their safe operation.

Article 10. (1) The permittee shall provide to the General Services Administration (GSA), at no cost to the federal government, a site that is adequate and acceptable to GSA on which to construct border station facilities at the United States terminal of the bridge. The permittee shall fully comply with all National Environmental Policy Act and National Historic Preservation Act mitigation provisions and stipulations for transfer of the site to the GSA.

(2) The permittee shall reach agreement with U.S. Customs and Border Protection (CBP) and other U.S. Federal Inspection Agencies on the provision of suitable facilities for officers to perform their duties. Such facilities shall meet the latest agency design standards and operational requirements including as necessary, but not limited to, inspection and office space, personnel parking and restrooms, an access road, kennels, and other operationally-required components.

Article 11. (1) The permittee shall take all appropriate measures to prevent or mitigate adverse environmental impacts or disruption of significant archeological resources in connection with the construction, operation, and maintenance of the United States facilities, including those mitigation measures set forth in the "Final Environmental Impact Statement and Final Section 4(f) Evaluation" by the U.S. Department of Transportation, Federal Highway Administration and Michigan Department of Transportation, dated November 21, 2008, the Record of Decision of the Federal Highway Administration dated January 14, 2009, and any additional measures that may be required as a result of any reevaluation of the foregoing pursuant to 23 CFR 771.129(b).

(2) The permittee shall not undertake any change to the design of the bridge, or any construction activity, that would result in temporary or permanent obstructions affecting the natural level or flow of boundary waters before obtaining written confirmation from the Department of State that the requirements of the 1909 Treaty Between the United States and Great Britain Relating to Boundary Waters, and Questions Arising Between the United States and Canada, have been satisfied.

Article 12. The permittee shall file with the appropriate agencies of the United States Government such statements or reports under oath with respect to the United States facilities, and/or permittee's actions in connection therewith, as are now or may hereafter be required under any laws or regulations of the U.S. government or its agencies.

Article 13. The permittee shall not begin construction until it has been informed that the Government of the United States and the Government of Canada have exchanged diplomatic notes confirming that both governments authorize for the commencement of such construction. The permittee shall provide written notice to the Department of State at such time as the construction authorized by this permit

is begun, and again at such time as construction is completed, interrupted, or discontinued.

Article 14. The Agencies consulted pursuant to Executive Order 11423, as amended, were notified on March 27, 2013 of the determination of the Under Secretary for Economic Growth, Energy, and the Environment that issuance of this permit would serve the national interest. Pursuant to Executive Order 11423, as amended, this permit shall issue on April 12, 2013 provided that none of the Agencies so notified objects before that date.

Article 15. This permit shall expire ten (10) years from the date of issuance in the event that the permittee has not commenced construction of the United States facilities by that deadline.

In witness whereof, I, Robert D. Hormats, Under Secretary of State for Economic Growth, Energy, and the Environment, have hereunto set my hand this 29 day of March 2013 in the City of Washington, District of Columbia. End Permit text.

Elizabeth L. Martinez,

Director, Office of Canadian Affairs, Bureau of Western Hemisphere Affairs, U.S. Department of State.

[FR Doc. 2013–09138 Filed 4–17–13; 8:45 am]

BILLING CODE 4710–29–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Aircraft Access to SWIM Working Group Meeting

Meeting Announcement: Thursday, May 16, 2013, From 1:00 p.m. to 4:00 p.m. FAA Headquarters, 800 Independence Ave. SW., Washington DC 20591, Bessie Coleman Room (Second Floor).

Open Meeting

The Federal Aviation Administration (FAA) invites federal employees, aviation professionals and all others interested in FAA NextGen technologies to attend and participate in an Aircraft Access to SWIM Working Group Meeting scheduled for Thursday, May 16, 2013 from 1:00 p.m. to 4:00 p.m. in the Bessie Coleman Room (Second Floor) at the FAA Headquarters Building in Washington DC To attend and follow security procedures, participants must register for the meeting by sending an email to *corey.ctr.muller@faa.gov* with the following information: Name, Company, Phone Number, U.S. Citizen (Y/N). RSVPs to Corey Muller are required by COB May 1, 2013.

Aircraft Access to SWIM

The FAA's Next Generation Air Transportation System (NextGen) program is a comprehensive modernization of our National Airspace System (NAS). It is intended to provide new aviation capabilities for both users and operators by improving aviation safety, system capacity and throughput.

The FAA's System Wide Information Management (SWIM) program is one of seven transformational programs of the NextGen portfolio. SWIM is designed to utilize a Service Oriented Architecture (SOA) to exchange aviation data and services without the restrictive, time consuming and expensive process of developing unique interfaces for the multitude of systems and equipment used by the NAS.

The Aircraft Access to SWIM (AAtS) initiative is the airborne component of the SWIM SOA. AAtS will allow aircraft to exchange operational information such as: weather, airport information, and other services during all phases of flight. This AAtS capability is significant in that near real time NAS data will now be available to support strategic and tactical traffic management and flight operations.

AAtS will provide aircraft with a means to obtain a common collection of aeronautical services provided from multiple sources. These sources include the FAA, DHS, NWS, and other information sources to create a shared aviation information environment. The AAtS initiative will utilize commercial air/ground network providers' infrastructure to exchange data between aircraft and the NAS ground facilities. The FAA in collaboration with industry users will define the set of operational and technical requirements that will be used to drive that infrastructure.

The AAtS initiative will facilitate common situational awareness between the aircraft flight crews and traffic managers, which will result in better decision making and more efficient NAS operations. AAtS will work to ensure safe, secure, dependable, and hassle-free travel; while reducing energy use, emissions and the impact of aviation on the environment.

Paul Fontaine,

Director, Advanced Concepts and Technology Development, Federal Aviation Administration.

[FR Doc. 2013–09137 Filed 4–17–13; 8:45 am]

BILLING CODE 4910–13–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice of Release From Federal Surplus Property and Grant Assurance Obligations at Oroville Municipal Airport (OVE), Oroville, California

AGENCY: Federal Aviation Administration, DOT.

ACTION: Notice of request to release airport land.

SUMMARY: The Federal Aviation Administration (FAA) proposes to rule and invites public comment on the application for a release of approximately 6.50 acres of airport property at the Oroville Municipal Airport (OVE), Oroville, California from all conditions contained in the Surplus Property Deed and Grant Assurances because the parcel of land is not needed for airport purposes. The land requested to be released is located outside of the airport fence along the southern boundary of the airport. The release will allow the City of Oroville (City) to sell the property at its fair market value, thereby benefiting the Airport and serving the interest of civil aviation. The City is also requesting a land-use change for approximately 13.62 acres of land adjacent to the 6.50 acres so it may be leased at its fair market value for non-aeronautical purposes to earn revenue for the airport. The proposed use will be compatible with the airport and will not interfere with the airport or its operation.

DATES: Comments must be received on or before May 20, 2013.

FOR FURTHER INFORMATION CONTACT: Comments on the request may be mailed or delivered to the FAA at the following address: Robert Lee, Airports Compliance Specialist, Federal Aviation Administration, San Francisco Airports District Office, **Federal Register** Comment, 1000 Marina Boulevard, Suite 220, Brisbane, CA 94005. In addition, one copy of the comment submitted to the FAA must be mailed or delivered to Mr. Art da Rosa, Director of Public Works, 1735 Montgomery Street, Oroville, CA 95965–4897.

SUPPLEMENTARY INFORMATION: In accordance with the Wendell H. Ford Aviation Investment and Reform Act for the 21st Century (AIR 21), Public Law 106–181 (Apr. 5, 2000; 114 Stat. 61), this notice must be published in the **Federal Register** 30 days before the Secretary may waive any condition imposed on a federally obligated airport by surplus property conveyance deeds or grant agreements.

[FR Doc. 2013–10194 Filed 4–30–13; 8:45 am]
BILLING CODE 8011–01–C

SOCIAL SECURITY ADMINISTRATION

[Docket No. SSA–2010–0078]

Revised Medical Criteria for Evaluating Visual Disorders

AGENCY: Social Security Administration.

ACTION: Final rules; Correction.

SUMMARY: The Social Security Administration published a document in the **Federal Register** of March 28, 2013, in FR Doc. 2013–06975, on page 18842, in the second column, under c., in the equation in the last sentence, replace "$-16\sqrt{}$" with "$|-16|$".

Dated: April 26, 2013.

Paul Kryglik,

Director, Office of Regulations, Social Security Administration.

[FR Doc. 2013–10283 Filed 4–30–13; 8:45 am]
BILLING CODE 4191–02–P

DEPARTMENT OF STATE

[Public Notice 8303]

Overseas Security Advisory Council (Osac) Meeting Notice

Closed Meeting

The Department of State announces a meeting of the U.S. State Department—Overseas Security Advisory Council on June 4 and 5, 2013. Pursuant to Section 10(d) of the Federal Advisory Committee Act (5 U.S.C. Appendix), 5 U.S.C. 552b(c)(4), and 5 U.S.C. 552b(c)(7)(E), it has been determined that the meeting will be closed to the public. The meeting will focus on an examination of corporate security policies and procedures and will involve extensive discussion of trade secrets and proprietary commercial information that is privileged and confidential, and will discuss law enforcement investigative techniques and procedures. The agenda will include updated committee reports, a global threat overview, and other matters relating to private sector security policies and protective programs and the protection of U.S. business information overseas.

For more information, contact Marsha Thurman, Overseas Security Advisory Council, U.S. Department of State, Washington, DC 20522–2008, phone: 571–345–2214.

Dated: April 16, 2013.

Gregory B. Starr,

Director of the Diplomatic, Security Service, U.S. Department of State.

[FR Doc. 2013–10275 Filed 4–30–13; 8:45 am]
BILLING CODE 4710–24–P

DEPARTMENT OF STATE

[Public Notice 8302]

Issuance of a Presidential Permit Authorizing the State of Michigan To Construct, Connect, Operate, and Maintain at the Border of the United States a Bridge Linking Detroit, Michigan, and Windsor, Ontario

AGENCY: Department of State.

ACTION: Correction of Date in Summary Paragraph

SUMMARY: The Department of State published a document in the **Federal Register** of April 18, 2013 concerning the issuance of a Presidential Permit. The summary section incorrectly stated that the permit issued on April 11, 2013 when, in fact, the permit issued on April 12, 2013.

FOR FURTHER INFORMATION CONTACT: Josh Rubin, Canada Border Affairs Officer, via email at *WHACanInternal@state.gov,* by phone at 202 647–2256 or by mail at Office of Canadian Affairs—Room 1329, Department of State, 2201 C St. NW., Washington, DC 20520.

Correction

In the **Federal Register** of April 18, 2013, in FR 78, 23327, in the first sentence of the summary paragraph, correct the permit's date of issuance to read: The Department of State issued a Presidential Permit to the State of Michigan on April 12, 2013, authorizing the permitee to construct, connect, operate and maintain at the border of the United States a bridge linking Detroit, Michigan and Windsor, Ontario.

Dated: April 24, 2013.

Elizabeth Martinez,

Director, Office of Canadian Affairs.

[FR Doc. 2013–10280 Filed 4–30–13; 8:45 am]
BILLING CODE 4710–29–P

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

Notice for Data and Information Distribution Policy

AGENCY: Federal Aviation Administration (FAA), DOT.

ACTION: Notice of Proposed Policy for distribution of FAA data & Information; request for comment.

SUMMARY: This document is the FAA's proposal and the FAA's invitation to the public to comment on its data and information distribution policy. This notice is in accordance with the presidential directive for Open Government issued on January 21, 2009; this directive instructed agencies to make information available in open formats, and presume openness to the extent permitted by law and subject to valid privacy, confidentiality, security, and other restrictions. The scope of this policy does not include requests for historical FAA data or information whose availability will continue to be determined under the existing Freedom of Information Act process. FAA data and information published via FAA Web sites is not within the scope of this policy.

DATES: Any written information that responds to the FAA's proposes procedures must be submitted by May 31, 2013.

ADDRESSES: You may submit written information, identified by docket number FAA–2013–0392, by any of the following methods:

- *Mail:* send comments by mail to Docket Operations, U.S. Department of Transportation, M–30, Room W12–140, 1200 New Jersey Avenue SE., Washington, DC 20590–0001. Persons wishing to receive confirmation of receipt of their written submission should include a self-addressed stamped postcard.
- *Hand Deliver:* Deliver comments to Docket Operations in Room W12–140 on the ground floor of the West Building at 1200 New Jersey Avenue SE., Washington DC, between 9:00 a.m. and 5:00 p.m., Monday through Friday, except Federal holidays.
- *Facsimile:* Fax comments to the docket operations personnel at 202–493–2251.

Privacy: We will post all comments that we receive at *http://www.regulations.gov,* including any personal information that you provide. Using the search function of the docket Web site, anyone can find and read the electronic form of all comments in any of our dockets, including the name of the individual sending the comment or signing the comment or signing the comment on behalf of an association, business, labor union, or other entity or organization. You may review the DOT's complete Privacy Act Statement in the **Federal Register** at 65 FR 19477–78 (April 11, 2000), or you may find at *http://docketsinfo.dot.gov.* Reviewing

APPENDIX C
P3 PROCUREMENT PROCESS

	HIGH-LEVEL SUMMARY OF TRANSACTION PROCESS ACTIVITY, TIMING AND USG INTENDED INVOLVEMENT IN THE PROCUREMENT PROCESS, INCLUDING THE RFQ, RFP AND PUBLIC-PRIVATE AGREEMENT, TO THE EXTENT THEY MAY AFFECT THE U.S. FEDERAL PLAZA	
	Activity and Timing	**Intended Involvement of USG**
	All Phases	
A	**CLEARANCES**	Identify all security level requirements in advance of each phase of the project and expeditiously administer and enforce the clearance process during each phase.
B	**POINT PERSON**	Designate a point person for GSA and CBP to represent all U.S. Federal Agencies in connection with the P3 Procurement Process.
	Pre-Procurement	
C	Development of statement of requirements (Current through to initiation of procurement process with issuance of RFQ)	Development of program of requirements (December 2014), including spatial requirements, room layout, and room and function adjacencies.
D	RFQ development input (Current through to issuance of RFQ)	Provide input into high-level requirements of Concessionaire vis-a-vis roles of WDBA/Michigan/USG, and others. Describe Concessionaire team qualifications to address specific U.S. Federal Plaza mandatory and desirable requirements, including specific security clearances and other requirements, for design/construction/Operation/Maintenance and major rehabilitation. Assist with incorporation of required related provisions into RFQ and draft Sublease.
	Procurement	
	RFQ Phase (Spring 2015 to late 2015)	
E	RFQ Preparation and Issuance	Prior to issuance by WDBA, review U.S. Federal Plaza specific language and requirements.

		Provide input to WDBA selected transaction advisor(s) into RFQ evaluation criteria and weighting addressing U.S. Federal Plaza requirements.[1] No direct involvement in issuance of RFQ.
F	RFQ Open Period and Responses	Assist in responding to CBP/GSA and U.S. Federal Plaza specific questions. It is intended that Responses be coordinated through WDBA and its legal/transaction/technical/financial advisors and P3 Fairness Monitor.
G	RFQ Response Evaluation and Shortlisting of Proponents	It is intended that CBP/GSA input be sought regarding qualification of the various proponent teams with a specific emphasis on U.S. Federal Plaza-related qualifications and experience (*e.g.*, design, construction, Operation, Maintenance, and major rehabilitation). CBP/GSA input is intended to form part of a multi-party review, with WDBA making final decision on the shortlist of qualified proponents to be invited to the RFP phase.
	RFP Phase (Late 2015 through 2016)	
H	Development of RFP, Addenda and Public-Private Agreement	Provide specific design/construction/Operation/Maintenance and major rehabilitation requirements to be relied on by WDBA and by Proponents in their proposals and pricing for the RFP, Public-Private Agreement or modifications to the draft Sublease, or any combination. Finalize above requirements, in consultation with WDBA, and provide input on submission requirements as specifically related to the U.S. Federal Plaza and U.S. Federal Inspection Services, such as the number and types of "plans" to be submitted detailing each Proponent's approach or plan to design, construct, Operate, and Maintain, and for major rehabilitation. Provide input into a WDBA-led process to develop the evaluation criteria and weighting of the criteria that it is intended be used to select a preferred Proponent. Provide the WDBA selected transaction advisor(s) with input

[1] At the RFQ stage, unlike for the RFP stage, it is not intended that there be criteria focused exclusively on the U.S. Federal Plaza, but such requirements may form part of multiple technical and financial criteria applicable to the overall project.

		regarding CBP/GSA representation on various technical, financial and other criteria review teams. Review Proponent prepared designs (and their approvals) as specifically related to the U.S. Federal Plaza building layout, functioning and aesthetics. Assist in developing design phase review requirements, construction oversight requirements and operational protocols for the operating period. Assist in developing appropriate, and U.S. Federal Plaza-specific, Quality Assurance/Quality Control protocols for the various stages of the project. Assist in developing appropriate, and U.S. Federal Plaza-specific, commissioning protocols and requirements. Assist in developing appropriate, and U.S. Federal Plaza-specific, key performance indicators, payment regimes and deductions for the operating period. Assist in developing a protocol to address future capital improvements and operational changes. Assist with incorporation of required provisions, as appropriate, into the RFP, Public-Private Agreement or modifications to the draft Sublease, or any combination.
I	RFP Proponent Briefings	As part of multi-party and multi-subject WDBA-led briefings, coordinate and deliver U.S. Federal Plaza specific briefings detailing requirements (design/construction/operation/ Maintenance and major rehabilitation). It is intended that these briefings be for all three short-listed Proponents and coordinated by WDBA utilizing the services of WDBA advisor(s) and P3 Fairness Monitor.
J	Commercially Confidential Meetings (CCMs)	Participate, as requested by or on behalf of WDBA, in one or a series of commercially confidential meeting(s) individually with each Proponent that is intended to be specific to the U.S. Federal Plaza (and, potentially, the Canadian Federal Plaza). CCMs are expected to be coordinated by WDBA utilizing the services of transaction advisor(s) and P3 Fairness Monitor.
K	RFP Questions and Responses	Provide input to a WDBA-coordinated process to provide responses to submitted Proponent questions specifically related to the U.S. Federal Plaza and U.S. Federal Inspection Services. Questions could focus on any aspect of the U.S. Federal Plaza (*e.g.*, design, construction, Operation,

		Maintenance, and major rehabilitation).
L	Proposal Review and Evaluation	Assist, and provide input to, WDBA selected transaction advisor(s) to develop a detailed evaluation framework that is intended to, among other items, incorporate U.S. Federal Plaza specifics. Provide subject matter experts and evaluators to participate on U.S. Federal Plaza-specific and non-U.S. Federal Plaza-specific evaluation teams to evaluate submissions against the stated criteria and their weightings, all in accordance with the approved evaluation framework. Where determined in advance, through the evaluation framework, lead specific technical or financial teams in submission review.
M	Preferred Proponent Notification and Closing	Assist, as requested, on closing of P3 transaction and execution of Sublease. Be available, on an as required and requested basis, to participate in WDBA-led Proponent de-briefs.
	DESIGN, CONSTRUCTION AND STAFFING	
N	Design and Construction period oversight/review and involvement with owner's engineer	Review and comment on WDBA required approval of Concessionaire-prepared designs at various percent completion phases. Assist WDBA in resolving construction-related issues and review independent certifier/engineer's U.S. Federal Plaza-specific reports.
O	Commissioning	Participate, as necessary, in WDBA coordinated commissioning of project elements. As requested by WDBA, participate in or assist WDBA's independent certifier or commissioning agent, or both, with determination(s) of the facility's completion and performance consistent with previously determined specifications.
P	Fit Out	Undertake outfitting of all U.S. Federal Plaza-specific Furniture, Fixtures & Equipment.
Q	Training and staffing	Undertake appropriate training and staffing of U.S. Federal Plaza for commencement of operating period.
	OPERATING PERIOD	

R	Sublease Administration	Undertake tenant-related reporting functions and assist: • WDBA's determination of operational/capacity improvements and requirements. • WDBA's determination of major maintenance and rehabilitation requirements. • WDBA's management and enforcement of Sublease and contract compliance by Concessionaire.

APPENDIX D
U.S. FEDERAL PLAZA SUBLEASE OUTLINE

Key Provisions of Proposed Sublease

Leasing Participants: Michigan, as owner of the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities and as lessor of the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities to WDBA.

WDBA, as lessee of the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities from Michigan and as sublessor of the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities to USG.

USG, as sublessee of the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities from WDBA.

All capitalized terms not defined in this Appendix D will have the meaning set forth in the Key Terms of the Arrangement.

Site Selection And Approval: GSA intends to approve a site selected consistent with the Presidential Permit and the Presidential Permit Application and within the International Crossing Alignment that is intended to serve as the location for the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities for use by one or more U.S. Federal Agencies for the Permitted Use (defined below). Michigan and WDBA intend that the U.S. Federal Plaza Lands so selected and the U.S. Federal Plaza Facilities as constructed on the U.S. Federal Plaza Lands will constitute the "U.S. Federal Plaza Lands" and the "U.S. Federal Plaza Facilities," respectively, under the Crossing Agreement.

Michigan/ WDBA Land Lease: Michigan and WDBA intend that Michigan lease the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities to WDBA pursuant to the Land Lease, which Land Lease is intended to expressly allow P3s (as defined below) during the term of the Land Lease. WDBA and Michigan intend that the term of the Land Lease commence upon execution of the Land Lease and expire upon expiration of the Crossing Agreement and that WDBA have the option to terminate the Land Lease upon any termination of the Crossing Agreement prior to its expiration. WDBA, Michigan and GSA intend that the Land Lease be subject to review and approval by GSA. The Land Lease is intended to expressly authorize the financing, design, construction, Operation, Maintenance, alteration, and Redevelopment of the U.S. Federal Plaza Facilities pursuant to a Public-Private Agreement with a Concessionaire procured by WDBA.

WDBA/GSA Subleased Premises: WDBA and GSA intend that WDBA sublease the U.S. Federal Plaza Lands and U.S. Federal Plaza Facilities (collectively, the "**Subleased Premises**") to USG (the "**Sublease**").

Public-Private Partnership: WDBA intends to utilize a single public-private partnership procurement with a single Concessionaire for the design, construction, financing, Operation, Maintenance, and Redevelopment of the Subleased Premises; the design, construction, financing, Operation and Maintenance of the International Crossing; and the design and construction of the Michigan Interchange (the "**Initial P3**"). After expiration or termination of the Initial P3, WDBA may utilize one or more subsequent public-private partnership procurements with one or more Concessionaires for the financing, Operation, Maintenance, and Redevelopment of the Subleased Premises or the Operation and Maintenance of the International Crossing, or any combination (each, a "**Subsequent P3**"). WDBA and GSA intend that the Sublease provide that the Initial P3 and each Subsequent P3 relating to the Subleased Premises be procured by WDBA through a competitive bidding process consistent with the Canadian public-private partnership model (each, a "**P3**") and in consultation with GSA and other impacted U.S. Federal Agencies consistent with the P3 Procurement Process.

GSA and WDBA intend that, in each P3 procurement during the term of the Sublease, GSA have the right and responsibility to review the portions of each RFQ and RFP that relate to the Subleased Premises for the specific purpose of confirming that the RFQ and RFP include all terms, conditions and requirements necessary to ensure that the Subleased Premises be designed, constructed, Operated, and Maintained consistent with GSA's requirements and to meet the intended needs of USG as described in the Sublease. GSA and WDBA also intend that, in each P3 procurement during the term of the Sublease, GSA have the right to review the portions of the Public-Private Agreement that relate to the Subleased Premises to confirm they are in conformity with the RFQ and RFP reviewed by GSA.

WDBA and GSA intend that their respective roles and responsibilities in connection with the Initial P3 be as generally set forth in Appendix C to the Arrangement.

Form of Sublease:	GSA and WDBA intend that the Sublease be in a form and contain content substantially similar to standard form GSA leases, with such modifications as are necessary or appropriate in recognition of the rent-free nature of USG's use and occupancy of the Subleased Premises and to conform with the Arrangement and other agreements by and between the Leasing Participants. GSA and WDBA intend that the Sublease expressly include USG's requirements and standards for design, construction, Operation, Maintenance, and Redevelopment of the Subleased Premises, as well as schedules for performance by GSA and WDBA.
Governing Law and Jurisdiction:	GSA and WDBA intend that U.S. federal law, or the law of Michigan if no U.S. federal law applies, govern the rights and duties of USG and WDBA under the Sublease. USG and WDBA intend to waive sovereign immunity only as to any claims that might arise between them as parties under the Sublease and not as to any other claims.
Occupancy, Term & Renewal Options:	GSA and WDBA intend that the U.S. Federal Agencies occupy the Subleased Premises following construction of the U.S. Federal Plaza Facilities and prior to the International Crossing Opening Date. GSA and WDBA intend that USG's leasehold interest in the Subleased Premises commence upon occupancy, with the initial term of the Sublease being for 20 years and with renewal terms of 20 years each, except the final renewal term is intended to expire upon expiration of the Land Lease. Each renewal term is intended to be on the same terms and conditions as the initial term, except for any already exercised renewal rights.
Permitted Use:	U.S. Federal Inspection Services.
Rent/Consideration:	GSA and WDBA intend that the Subleased Premises be provided to USG at no cost to USG. GSA and WDBA further intend that the Sublease recognize and acknowledge the intent of CBP and other U.S. Federal Agencies involved in the use of the Subleased Premises to seek appropriations necessary to outfit, staff and use the Subleased Premises in accordance with the operational policies of those U.S. Federal Agencies, as such policies may be revised from time to time, as consideration for the rent-free lease of the Subleased Premises.
Design, Construction, Operation, and Maintenance:	GSA and WDBA intend that WDBA be responsible for the design and construction and all Operations and Maintenance of the Subleased Premises, at WDBA's sole cost and expense, either directly or through a contractor or P3 Concessionaire, consistent with the Arrangement and such schedules, standards and other requirements to be mutually agreed upon by GSA and WDBA that are also consistent with the

Arrangement, and as set forth in all or any of the Land Lease, the Sublease and the Public-Private Agreement, as appropriate. The Leasing Participants intend that the Sublease include (i) all terms necessary for the provision of suitable facilities for officers to perform their duties as required by Article 10, paragraph 2 of the Presidential Permit and (ii) all agreed-upon terms related to the design, construction, Operations, and Maintenance of the Subleased Premises to ensure that the Subleased Premises meet the intended needs of USG as described in the Sublease.

Pre-Occupancy Modifications

GSA and WDBA intend that GSA and WDBA may mutually agree upon any modifications in GSA's program of requirements at any time prior to occupancy of the Subleased Premises, provided that the requested changes are Reasonably Needed (as defined below) to accommodate customs, border security or inspection best practices, or any combination of the foregoing, for U.S. Federal Inspection Services, and are consistent with the Arrangement, including the P3 Procurement Process, and as set forth in all or any of the Land Lease, the Sublease and the Public-Private Agreement, as appropriate.

Post-Occupancy Alterations:

GSA and WDBA intend that WDBA be responsible for performing alterations of the Subleased Premises subsequent to acceptance by GSA of the Sublease Premises, at WDBA's sole cost and expense, either directly or through a contractor or P3 Concessionaire, consistent with the Arrangement and such standards and other requirements (including a process for reaching agreement as to the Reasonable Need (as defined below) for proposed alterations and a schedule for completion of alterations) to be mutually agreed upon by GSA and WDBA, consistent with the Arrangement, and as set forth in all or any of the Land Lease, the Sublease and the Public-Private Agreement, as appropriate.

Redevelopment: GSA and WDBA intend that WDBA be responsible for Redeveloping the Subleased Premises, at WDBA's sole cost and expense, either directly or through a contractor or P3 Concessionaire, consistent with the Arrangement and such standards and other requirements (including a process for reaching agreement as to the Reasonable Need for proposed Redevelopment and a schedule for completion of Redevelopment) to be mutually agreed upon by GSA and WDBA, consistent with the Arrangement, and as set forth in all or any of the Land Lease, the Sublease and the Public-Private Agreement, as appropriate.

Reasonable Need or Reasonably Needed: GSA and WDBA intend that, for purpose of pre-occupancy modifications, post-occupancy alterations and Redevelopment, "**Reasonable Need**" be determined consistent with customs, border security and inspection best practices, and in accordance with the operational policies of CBP and other U.S. Federal Agencies involved in the use of the Subleased Premises, as such policies may be revised from time to time, at comparable U.S. international border crossings in the U.S., and with due regard for the financial constraints on WDBA, the financial impact under the Public-Private Agreement and the financial viability of the International Crossing.

Subleased Premises Access: GSA and WDBA intend that access to the Subleased Premises during design and construction, and the Subleased Premises following occupancy by USG, be provided to WDBA, the Concessionaire chosen pursuant to the Initial P3 and any Subsequent P3 and their representatives, contractors or subcontractors, but may be restricted to personnel who have obtained sufficient U.S. security clearances. As such, GSA and WDBA intend that the Sublease include specific requirements for obtaining necessary clearances for personnel to perform work required by the Sublease at the Subleased Premises. GSA and CBP intend to allocate sufficient U.S. resources to process and provide necessary clearances so that such work may proceed and occur in a timely manner.

Taxes:

GSA and WDBA intend that WDBA be responsible for payment of all applicable property taxes, levies, fees, special assessments, or other impositions and charges, if any, that may be imposed or required by law related to the Subleased Premises. The foregoing includes any possessory use taxes or other impositions assessed by law against GSA or USG related to the Subleased Premises.

GSA and WDBA intend that GSA be responsible for the payment of all applicable property taxes, levies, fees, special assessments, or other impositions and charges, if any, that may be imposed or required by law related to Furniture, Fixtures and Equipment.

Dispute Resolution:

WDBA and GSA intend that the Sublease will be subject to the Contract Disputes Act of 1978, as amended, 41 U.S.C. §§ 7101-7109, and include other mutually acceptable processes to resolve disputes between the parties to the Sublease.

Performance Protections and Self-Help:

GSA and WDBA intend that the Sublease provide adequate protections and security for GSA, as the subtenant, and for WDBA, as the sublandlord, to secure the timely, continuous and on-going performance of the obligations of WDBA and GSA, respectively, under the Sublease. Such protections and security are intended to be structured in recognition of the rent-free nature of USG's use and occupancy of the Subleased Premises and in form and content adequate and acceptable to GSA and WDBA consistent with the Arrangement and other agreements of the Leasing Participants.

Right to Terminate:

GSA and WDBA intend that the Sublease provide GSA and WDBA with the right to terminate the Sublease in the event of default by the other, but only after providing sufficient notice and a reasonable period of time to cure or dispute the existence of the default, including engaging in consultations between the Canadian and United States Governments to avoid termination and, in the case of default by WDBA, allowing sufficient time for WDBA to declare the P3 Concessionaire in default and exercise its remedies under the Public-Private Agreement.

USG's Right to Continue in Possession Following Termination of Sublease:

The Leasing Participants intend that the Land Lease and Sublease contain provisions that preserve USG's right to continue in possession and occupy the Subleased Premises solely for U.S. Federal Inspection Services during the term of the Crossing Agreement in the event of termination of the Sublease upon default by WDBA.

Furnishing and Staffing:

GSA and WDBA intend that USG be responsible for the acquisition, installation, maintenance, and replacement of all Furniture, Fixtures and Equipment necessary for the Permitted Use of the Subleased Premises, at no cost to WDBA. It is intended that all Furniture, Fixtures and Equipment be owned by USG.

GSA and WDBA intend that, subject to availability of funds, sufficient budgetary resources and in accordance with the operational policies of the U.S. Federal Agencies, as such policies may be revised from time to time, USG be responsible for appropriately staffing the Subleased Premises for the Permitted Use to accommodate traffic volumes on the Michigan Crossing at a level consistent with staffing levels at comparable U.S. international border crossings.

Good Faith:

The Leasing Participants intend to work together in good faith to achieve the terms, objectives and goals of this Appendix.