

FOURTH AMENDMENT TO
INTERLOCAL AGREEMENT
BETWEEN
THE NORTH TEXAS TOLLWAY AUTHORITY
AND
THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD
REGARDING PARKING CLEARINGHOUSE SERVICES

THIS FOURTH AMENDMENT is entered into to be effective as of the 30th day of September, 2006 ("Effective Date"), by and between the NORTH TEXAS TOLLWAY AUTHORITY (the "NTTA"), a regional tollway authority and a political subdivision of the State of Texas, and the DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD (the "Board"), a public governmental agency of the Cities of Dallas and Fort Worth, created by Contract and Agreement dated April 15, 1968, pursuant to statutory authority under the Laws of the State of Texas.

WHEREAS, the Board at its meeting on September 4, 2003, approved Board Resolution No. 2003-09-308 authorizing the Board to enter into an Interlocal Agreement (Board Contract No. 7003533) (hereinafter "Agreement") with the NTTA in order to utilize the NTTA's electronic fee collection system and related clearinghouse functions to support parking revenue collection at Dallas-Fort Worth International Airport ("the Airport"), which Agreement was effective as of September 4, 2003;

WHEREAS, the Agreement was amended ("First Amendment") effective July 28, 2004, pursuant to Board Resolution No. 2004-10-358, to provide for the NTTA to implement the Enhanced Interim Solution described therein, which included the installation and maintenance of Equipment listed on Exhibit A to the First Amendment;

WHEREAS, the NTTA has installed the Equipment pursuant to the First Amendment;

WHEREAS, the Agreement was amended ("Second Amendment") effective April 7, 2005, pursuant to Board Resolution No. 2005-04-171, and further amended effective November 3, 2005, by Board Resolution No. 2005-11-455, to provide for the NTTA to install and maintain Additional Equipment listed on Exhibit A to the Second Amendment for Automated Vehicle Identification (AVI) equipment to provide TollTag capability throughout the Board's Parking System at the Airport, and to provide parking clearinghouse services for those additional parking lanes;

WHEREAS, the NTTA has agreed to install and maintain the Additional Equipment pursuant to the Second Amendment; and

WHEREAS, the Agreement was amended ("Third Amendment") effective March 3, 2005, pursuant to Board Resolution No. 2005-03-109 to provide for the NTTA to provide, install and maintain Terminal D Equipment as listed on Exhibit A to the Third Amendment;

WHEREAS, the NTTA has installed the Terminal D Equipment pursuant to the Third Amendment;

WHEREAS, the initial term of the Agreement ends September 30, 2006, pursuant to Section 5.1 of the Agreement;

WHEREAS, the Board and the NTTA desire to renew the Agreement for an additional three-year (3-year) period, as provided by Section 5.1(b) of the Agreement; and

WHEREAS, the Board desires to have NTTA continue equipment maintenance support services for Board Fiscal Year 2007 and accordingly wishes to exercise the first one-year Maintenance Services option, as provided in Section 6.2 of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

I. The parties consent to renewal of the Agreement for an additional three-year (3-year) period, and unless sooner terminated under Section 5.1(a) or Section 5.30 the Agreement shall be in effect through September 30, 2009. This renewal shall be effective as of the Effective Date of this Fourth Amendment and upon execution thereof by both parties.

II. The Board hereby exercises the first of three discretionary one-year options set forth in Section 6.2, as amended by the Second Amendment, for equipment maintenance support services ("Maintenance Services") to be provided by the NTTA through September 30, 2007. The cost of Maintenance Services for this option year shall not exceed \$180,000.00, payable on a monthly basis in accordance with the terms and conditions of Section 6.2(d) of the Agreement, as amended.

III. The two remaining one-year options to provide Maintenance Services for Board Fiscal Year 2008 and Board Fiscal Year 2009, respectively, may be exercised by change order rather than formal written amendment to this Agreement, so long as each change order is signed by both parties and all contingency requirements for exercise of such options are met prior to its execution.

IV. Except as expressly amended by this Fourth Amendment, the First Amendment, the Second Amendment, and the Third Amendment, the Agreement shall remain in full force and effect as originally written. Except for this Fourth Amendment, the First Amendment, the Second Amendment, and the Third Amendment, there have been no amendments or modifications, whether express or implied of any kind to the Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Airport Board and the NTTA have executed this Fourth Amendment on the dates shown below, to be effective on the date listed above.

DALLAS/FORT WORTH INTERNATIONAL
AIRPORT BOARD

ATTEST:

Donna J. Schnell
Secretary

By: Jeffrey P. Fegan
Jeffrey P. Fegan, Chief Executive Officer

APPROVED AS TO FORM:

Date: 9/7/06

Legal Counsel to the Board
By: Donna M. Atwood
Name: Donna M. Atwood

NORTH TEXAS TOLLWAY AUTHORITY

ATTEST:

Ruby Franklin
Ruby Franklin, Secretary

By: Allan Rutter
Allan Rutter, Executive Director

APPROVED AS TO FORM:

Date: 9/5/06

LOCKE LIDDELL & SAPP LLP,
General Counsel to the NTTA

By: Frank E. Stevenson, II
Frank E. Stevenson, II