

**FIRST AMENDMENT TO  
PRESIDENT GEORGE BUSH TURNPIKE, AN EXTENSION AND ENLARGEMENT  
OF THE DALLAS NORTH TOLLWAY (190T)  
CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT**

**THIS FIRST AMENDMENT** (this “Amendment”) by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as “TxDOT,” and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors, as successor to the Texas Turnpike Authority, hereinafter identified as the “Authority,” is to be effective as of February 1, 2013 (the “Effective Date”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement (as hereinafter defined).

**RECITALS**

**WHEREAS**, TxDOT and the Authority entered into that certain Construction, Operation, and Maintenance Agreement dated as of December 1, 1995 (the “Agreement”);

**WHEREAS**, TxDOT made a Loan to the Authority under the Agreement in the original principal amount of \$135,000,000, which Loan was funded from amounts received by TxDOT from the FHWA under Title 23 of the United States Code;

**WHEREAS**, payment of the principal of and interest on the Loan commenced on October 1, 2004 and continues on each January 1 thereafter until January 1, 2029 in accordance with the principal and interest payment schedule attached as Exhibit D to the Agreement;

**WHEREAS**, on May 30, 2002, in Minute Order 108892, the Commission approved the assignment of the Loan to the State Infrastructure Bank (“SIB”), which was created pursuant to Chapter 222, Subchapter D of the Texas Transportation Code, and thereafter the Loan was assigned to the SIB;

**WHEREAS**, TxDOT desires to replenish the SIB to increase funds available for SIB-eligible projects;

**WHEREAS**, TxDOT has established a separate account (the “SH 121 Account”) within the State Highway Fund to account for and track projects and project costs funded with a payment received from the Authority for the right to develop, finance, construct, operate and maintain the State Highway 121 toll project, also known as the Sam Rayburn Tollway (the “SH 121 Payments”);

**WHEREAS**, TxDOT has entered into a memorandum of understanding with the Regional Transportation Council (the “RTC”), the transportation policy council of the North Central Texas Council of Governments, which, among other things, provides that selection of projects to be financed using the SH 121 Payments shall be made by the RTC, subject to concurrence by the Commission;

**WHEREAS**, on October 11, 2012, in Resolution R12-07, the RTC selected the President George Bush Turnpike (the “PGBT Project”) as qualified to be funded with SH 121 Payments, and approved the funding of the PGBT Project with SH 121 Payments in the amount of the outstanding principal of and accrued interest on the Loan and thereby replenish the SIB;

**WHEREAS**, on October 25, 2012, in Minute Order 113320, the Commission concurred with the selection by the RTC of the PGBT Project to be funded with SH 121 Payments;

**WHEREAS**, the RTC and TxDOT would not permit the PGBT Project to be funded with SH 121 Payments unless the Authority acknowledges and confirms its obligation to continue to make principal and interest payments on the Loan to TxDOT for deposit into the State Highway Fund in the amounts and on the dates originally established under the Loan;

**WHEREAS**, TxDOT and the Authority desire to enter into this Amendment to, among other things, reflect the Authority’s acknowledgement and confirmation of its obligation to continue to make payments on the Loan to TxDOT in the amounts and on the dates originally established under the Loan;

**WHEREAS**, pursuant to Resolution No. 13-01 passed on January 3, 2013, the Board of Directors of the Authority authorized the Authority’s Executive Director to execute this Amendment; and

**WHEREAS**, TxDOT and the Authority have received all authorizations, consents and approvals, and have otherwise complied with all applicable law, required to enter into and perform under this Amendment.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, TxDOT and the Authority agree as follows:

**1. North Texas Tollway Authority as successor to Texas Turnpike Authority.**

The North Texas Tollway Authority came into existence on September 1, 1997, as the successor to the Texas Turnpike Authority. At that time, all obligations of the Texas Turnpike Authority related to the system of toll roads operated by the Texas Turnpike Authority in Collin, Dallas, Denton and Tarrant Counties, including those under the Agreement, were assumed by the North Texas Tollway Authority. As a result of this assumption, all references to the terms “Texas Turnpike Authority” and “TTA” in the Agreement are deleted and replaced with the term “North Texas Tollway Authority” or “NTTA,” respectively.

**2. Change of Name of DNT to NTTA System.**

Subsequent to the execution of the Agreement, the Authority changed the name of its system of toll roads that includes the PGBT Project from the “Dallas North Tollway” to the “North Texas Tollway Authority System.” As a result of this name change, all references to the

terms “Dallas North Tollway” and “DNT” in the Agreement, including in the title to the Agreement, are deleted and replaced with the term “North Texas Tollway Authority System” or “NTTA System,” respectively.

**3. Amended and Restated Trust Agreement.**

Subsequent to the execution of the Agreement, the Authority entered into an Amended and Restated Trust Agreement dated as of April 1, 2008 (as amended and supplemented from time to time, the “A&R Trust Agreement”) with Wells Fargo Bank, National Association. As a result thereof, all references in the Agreement to the “Trust Agreement” shall mean the A&R Trust Agreement and all references in the Agreement to the Trustee shall mean Wells Fargo Bank, National Association, or any successor trustee under the A&R Trust Agreement.

**4. Acknowledgement and Confirmation as to Loan.**

The Authority acknowledges and confirms that (i) as of the Effective Date, the outstanding principal balance of the Loan is \$138,262,811.58 and no payment of interest has been made on the Loan since January 1, 2013, (ii) interest on the outstanding principal balance of the Loan accrues at the rate of 4.2% per annum, (iii) from the amounts deposited into the Capital Improvement Fund in excess of the balance required to be maintained therein for other purposes by the Trust Agreement, it remains obligated to cause the Trustee to deposit into the ISTEALoan Debt Service Account amounts sufficient to pay the principal of and interest on the Loan due on January 1, 2014, and each January 1 thereafter through and including January 1, 2029, and (iv) from the amounts on deposit in the ISTEALoan Debt Service Account, it remains obligated to continue to make principal and interest payments on the Loan to TxDOT in the amounts and on the dates originally established under the Loan.

TxDOT shall deposit into the State Highway Fund all amounts received from the Authority as payment on the Loan and as reimbursement of the SH 121 Payments used to fund costs of the PGBT Project, and shall allocate the Loan payments as described in the Memorandum of Understanding Regarding Allocation of Regional Toll Revenue Money to President George Bush Turnpike Project entered into by and between TxDOT and the RTC.

**5. Amendment to Section 28 of the Agreement.**

The notice address for the Authority is hereby amended in its entirety to read as follows:

“North Texas Tollway Authority  
5900 West Plano Parkway, Suite 100  
Plano, Texas 75093-4694  
Attention: Executive Director”

**6. Amendment to Exhibit D to the Agreement.**

Exhibit D to the Agreement is hereby amended in its entirety to read as Exhibit D attached hereto.

7. **Miscellaneous.**

(a) **Ratification.** TxDOT and the Authority acknowledge, ratify and affirm the provisions of the Agreement not specifically amended by this Amendment as if such provisions were expressly set forth herein. The Agreement, as amended by this Amendment, is fully valid, binding and enforceable in accordance with its terms.

(b) **Entire Agreement.** The Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no representations, understandings or agreements relative hereto which are not fully expressed in the Agreement, as amended hereby.

(c) **Written Amendments.** Any further change in the agreement, terms and/or responsibilities of the parties hereto must be enacted through a written amendment. No amendment to the Agreement shall be of any effect unless in writing and executed by TxDOT and the Authority.

(d) **No Default.** The parties acknowledge that there is no default under the Agreement, as amended by this Amendment, nor is there any condition or event which with the passage of time or the giving of notice would constitute a default by either party.

(e) **Sole Benefit.** This Amendment is entered into for the sole benefit of TxDOT, the Authority and their respective successors, and nothing in this Amendment or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies or claims to any other person or other entity, including, without, limitation, the public in general.

(f) **Authorization.** Each party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery or performance of this Amendment. Each signatory on behalf of TxDOT and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

(g) **Interpretation.** No provision of this Amendment shall be construed against or interpreted to the disadvantage of any party by any court, other governmental or judicial authority, or arbitrator by reason of such party having or being deemed to have drafted, prepared, structured or dictated such provision.

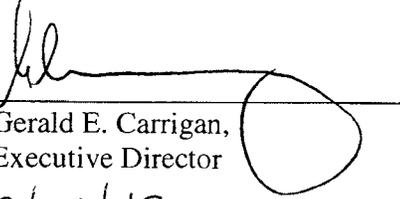
(h) **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

(i) **Headings.** The article and section headings used in this Amendment are for reference and convenience only, and shall have no bearing on the interpretation hereof.

**[SIGNATURES FOLLOW]**

IN WITNESS WHEREOF, TxDOT and the Authority have executed this Amendment on the dates shown below, to be effective on the Effective Date.

**NORTH TEXAS TOLLWAY  
AUTHORITY**

By:   
Gerald E. Carrigan,  
Executive Director

Date: 2/12/13

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

By:   
Phil Wilson,  
Executive Director

Date: 2/14/13

ATTEST:

  
Ruby Franklin,  
Secretary

**Exhibit D**  
 Payment Schedule  
 [Section 17]

Beginning Principal Balance	Payment Date January 1	Accrued Interest	Principal plus Accrued Interest	Principal Payment	Interest Payment	Total Payment	Ending Principal Balance
\$138,262,811.58	2014	\$5,807,038.09	\$144,069,849.67	\$2,192,961.91	\$5,807,038.09	\$8,000,000.00	\$136,069,849.67
136,069,849.67	2015	5,714,933.69	141,784,783.36	2,285,066.31	5,714,933.69	8,000,000.00	133,784,783.36
133,784,783.36	2016	5,618,960.90	139,403,744.26	2,381,039.10	5,618,960.90	8,000,000.00	131,403,744.26
131,403,744.26	2017	5,518,957.26	136,922,701.52	2,481,042.74	5,518,957.26	8,000,000.00	128,922,701.52
128,922,701.52	2018	5,414,753.46	134,337,454.98	3,585,246.54	5,414,753.46	9,000,000.00	125,337,454.98
125,337,454.98	2019	5,264,173.11	130,601,628.09	5,235,826.89	5,264,173.11	10,500,000.00	120,101,628.09
120,101,628.09	2020	5,044,268.38	125,145,896.47	7,205,731.62	5,044,268.38	12,250,000.00	112,895,896.47
112,895,896.47	2021	4,741,627.65	117,637,524.12	10,580,768.77	4,741,627.65	15,322,396.42	102,315,127.70
102,315,127.70	2022	4,297,235.36	106,612,363.06	11,025,161.06	4,297,235.36	15,322,396.42	91,289,966.64
91,289,966.64	2023	3,834,178.60	95,124,145.24	11,488,217.82	3,834,178.60	15,322,396.42	79,801,748.82
79,801,748.82	2024	3,351,673.45	83,153,422.27	11,970,722.97	3,351,673.45	15,322,396.42	67,831,025.85
67,831,025.85	2025	2,848,903.09	70,679,928.94	12,473,493.33	2,848,903.09	15,322,396.42	55,357,532.52
55,357,532.52	2026	2,325,016.37	57,682,548.89	12,997,380.05	2,325,016.37	15,322,396.42	42,360,152.47
42,360,152.47	2027	1,779,126.40	44,139,278.87	13,543,270.02	1,779,126.40	15,322,396.42	28,816,882.45
28,816,882.45	2028	1,210,309.06	30,027,191.51	14,112,087.36	1,210,309.06	15,322,396.42	14,704,795.09
14,704,795.09	2029	617,601.39	15,322,396.48	14,704,795.09	617,601.39	15,322,396.48	0.00