

**SECOND AMENDMENT TO PROJECT AGREEMENT
SH 121 TOLL PROJECT
(SOUTH COLONY BOULEVARD BRIDGE PROJECT)**

THIS SECOND AMENDMENT TO PROJECT AGREEMENT ("Second Amendment"), by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas ("TxDOT"), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas ("NTTA") is effective the 15th day of August, 2013 ("Effective Date").

WITNESSETH

WHEREAS, TxDOT and NTTA are parties to the Project Agreement - SH 121 Toll Project dated October 18, 2007 ("Project Agreement") pertaining to the Sam Rayburn Tollway ("SRT") (NTTA is referred to in the Project Agreement as the "Authority"); and

WHEREAS, The City of The Colony, a Texas home-rule municipality, wishes to improve the South Colony Boulevard intersection at the SRT to accommodate development in the area, which improvement will include, among other things, a bridge crossing the SRT in a diverging diamond intersection configuration, as generally depicted on Exhibit A, attached hereto and incorporated herein ("South Colony Boulevard Bridge Project"); and

WHEREAS, TxDOT and NTTA desire to enter into this Second Amendment with respect to the South Colony Boulevard Bridge Project; and

WHEREAS, Section 30 of the Project Agreement permits TxDOT and NTTA to amend the Project Agreement through written amendment; and

WHEREAS, the Project Agreement has been amended by First Amendment to Project Agreement – SH 121 Toll Project, dated August 26, 2009.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, TxDOT and NTTA agree as follows:

1. **Findings Incorporated**. The findings set forth above are made a part of this Second Amendment.

2. **Amendment to Section 16**. Section 16 of the Project Agreement is amended as of the Effective Date by adding a new subsection 16(j) to the Project Agreement to read as follows:

“(j) South Colony Boulevard Bridge Project. Notwithstanding anything to the contrary contained in this Section 16, or elsewhere in this Agreement, including, but not limited to, Exhibit O, all Elements comprising the improvements described in Exhibit O-1 to this Agreement, which is made a part of this Agreement (said improvements being commonly known as the South Colony Boulevard Bridge Project) shall be excluded from the Residual Life Table set forth in Exhibit O, and no such Element comprising the

improvements described in Exhibit O-1 shall be subject to any requirements for Residual Life at Handback specified in the Handback Requirements.”

3. **Exhibit O-1.** The Project Agreement is amended as of the Effective Date by adding a new Exhibit O-1 as an attachment to the Project Agreement in the form of Exhibit O-1 attached hereto.

4. **Controlling Agreement.** This Second Amendment is hereby incorporated into the Project Agreement for all purposes, and except as otherwise stated herein, the terms, provisions and definitions of the Project Agreement shall apply to this Second Amendment. To the extent any provision contained herein conflicts with the Project Agreement, the provisions contained herein shall supersede such conflicting provisions. All other provisions of the Project Agreement not in conflict are affirmed and ratified and shall remain in full force and effect.

5. **Authorization.** Each party to this Second Amendment represents to the other that it is fully authorized to enter into this Second 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 Second Amendment in accordance with its terms, other than those that have been obtained. The person or persons executing this Second Amendment on behalf of such parties have the full right, power and authority to bind that party to the obligations set forth in this Second Amendment. Each party is relying on the representations contained in this paragraph in entering into this Second Amendment and each party acknowledges that each other has so relied and is entitled to so rely.

6. **Entire Project Agreement/Second Amendment.** This Second Amendment and the Project Agreement embody the entire agreement between the parties regarding the subject matter hereof. There are no oral understandings or agreements between the parties regarding the subject matter hereof.

7. **Counterparts.** This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, TxDOT and NTTA have executed this Second Amendment by six (6) multiple counterparts on the dates shown below, effective on the Effective Date listed above.

NORTH TEXAS TOLLWAY AUTHORITY

By: 
Gerald Carrigan, Executive Director

Date: 6/25/13

TEXAS DEPARTMENT OF
TRANSPORTATION

By: 
Phil Wilson, Executive Director

Date: 8/15/13

EXHIBIT A

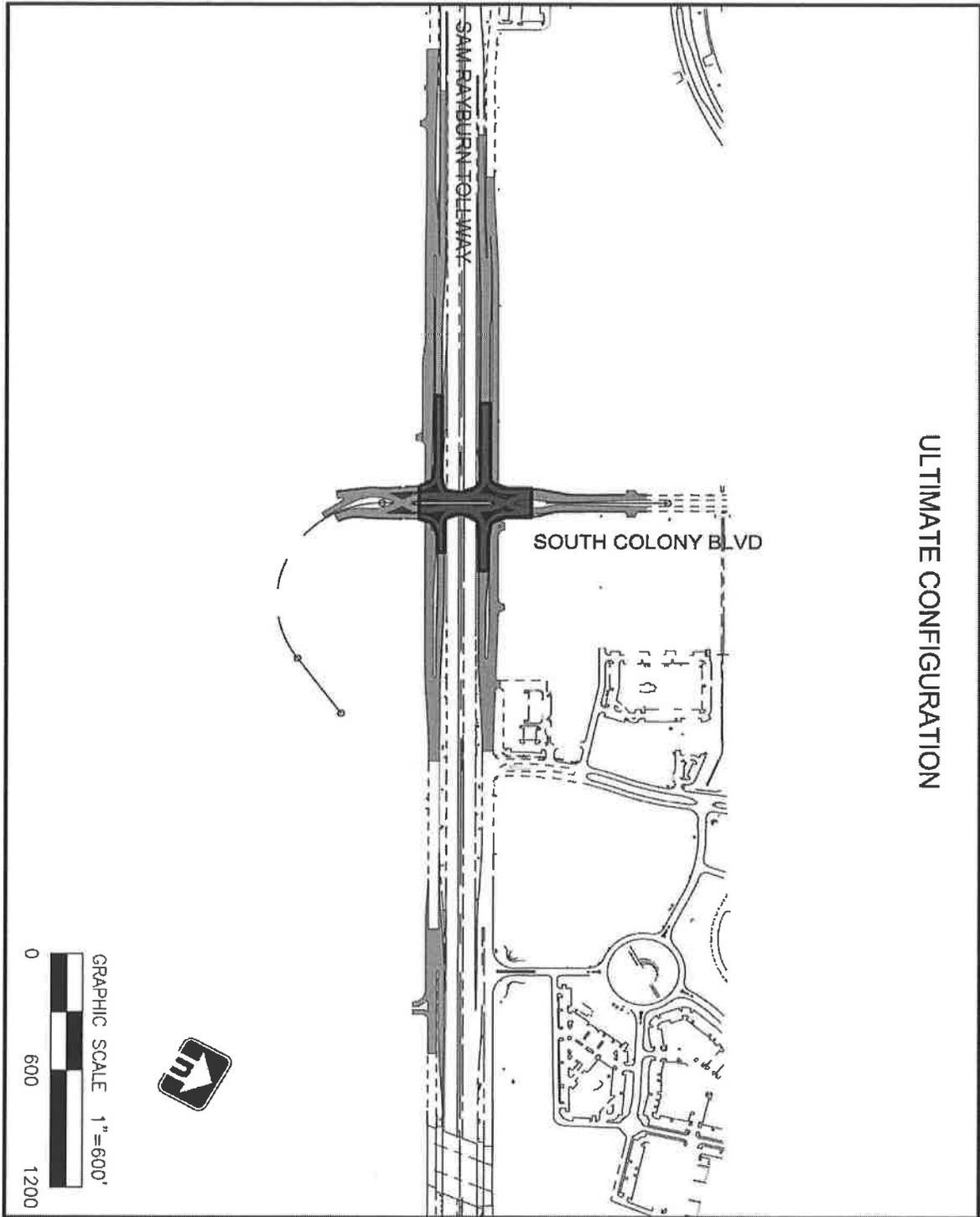


EXHIBIT O-1

Improvements include all elements constructed in both the Initial and Ultimate configuration of the South Colony Boulevard Bridge Project as depicted in Exhibit A and generally described but not limited to:

- South Colony Overpass Bridge Structure and associated elements
- South Colony cross street improvements
- Ramps to/from South Colony to/from SH 121
- Added retaining walls between Paige Road and Spring Creek