

**EASTERN EXTENSION
TO THE
PRESIDENT GEORGE BUSH TURNPIKE,
AN EXTENSION AND ENLARGEMENT OF
THE DALLAS NORTH TOLLWAY SYSTEM
(02067-PGB-06-IL-EN)**

10/18/07

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CONSTRUCTION, OPERATION, AND MAINTENANCE AGREEMENT

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

THIS AGREEMENT, 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, hereinafter identified as the "Authority," is executed to be effective the 31 day of ~~October~~, 2007 (the "Effective Date").

December

WITNESSETH

WHEREAS, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Dallas, Collin, Denton and Tarrant, pursuant to Chapter 366 of the Texas Transportation Code, as amended (the "Regional Tollway Authority Act"); and

WHEREAS, in May, 1969, the Texas Highway Commission, by Minute Order 62250, designated a proposed highway as an outer loop for the City of Dallas and added the proposed highway to the state highway system; and

WHEREAS, in the early 1970's, the western portion of the proposed highway was redesignated as SH 161 and the northern portion, extending 21.5 miles between I-35E and SH 78, was redesignated as SH 190; and

WHEREAS, pursuant to that certain Construction, Operation, and Maintenance Agreement dated as of December 1, 1995, by and between TxDOT and the Texas Turnpike Authority, the statutory predecessor to the Authority, the Authority constructed, and now operates and maintains, Segments I through IV of the President George Bush Turnpike (the "Turnpike"), said Segments extending 26.4 miles from SH 78 on the east to I-635 on the west; and

WHEREAS, pursuant to that certain Construction, Operation, and Maintenance Agreement dated as of September 24, 1998, by and between TxDOT and the Authority, the Authority constructed, and now operates and maintains, a 3.9-mile western extension of the Turnpike from I-635 to Belt Line Road which is commonly known as the Western Extension (or Segment V) of the Turnpike; and

WHEREAS, there has been an increasingly critical need for a continuous express lane facility within the SH 190 corridor extending from the eastern terminus of the Turnpike in order to better serve the traveling public, relieve unacceptable levels of traffic congestion on the existing state highway system, and improve mobility in the rapidly developing portion of eastern Dallas County; and

WHEREAS, in April, 1995, the Texas Transportation Commission (the "Commission") passed Minute Order 105342 authorizing the Authority to conduct a toll road feasibility study of that portion of SH 190 extending approximately 10 miles following the approximate route of old Loop 9 with a northern terminus of SH 78 and a southern terminus of I-30 in the City of Garland (the "Eastern Extension"); and

WHEREAS, the Authority has conducted the necessary feasibility, environmental and other alignment studies for the Eastern Extension, and has finalized interlocal agreements supporting the Eastern Extension with the Cities of Garland, Rowlett and Sachse (the "Eastern Extension Cities") through whose municipal limits the Eastern Extension runs, and is in the process of negotiating agreements with the City of Dallas regarding the Lake Ray Hubbard Bridge, as hereinafter defined, and with DART for crossing rights; and

WHEREAS, through its Mobility 2025: The Metropolitan Transportation Plan, 2005 Update, the Regional Transportation Council of the North Central Texas Council of Governments, the metropolitan planning organization for the North Central Texas region, identified the Eastern Extension as an integral element of its regional transportation plan for the eastern Dallas County area; and

WHEREAS, in addition to the Turnpike, the Authority (1) has constructed and operates (a) the Dallas North Tollway (the "DNT") which extends northerly approximately 22 miles from the Dallas Central Business District to north of SH 121 in Frisco, Texas, (b) the Mountain Creek Lake Bridge (the "MCLB") which extends approximately two miles from the intersection of SH Spur 303 and S.E. 14th Street in Grand Prairie, Texas, east across Mountain Creek Lake to an intersection with SH Spur 303 (Kiest Boulevard) and Mountain Creek Parkway in Dallas, Texas, and (c) the Addison Airport Toll Tunnel (the "Tunnel") which connects and extends Keller Springs Road from Addison Road on the east to Midway Road on the west in Addison, Texas, and (2) is constructing (a) the Phase 3 Extension of the DNT (the "Phase 3 Extension") extending approximately ten miles from SH 121 northerly to US 380 in the City of Frisco, Texas, and (b) the Lewisville Lake Toll Bridge (the "LLTB") which will extend across Lewisville Lake connecting Swisher Road in Lake Dallas, Texas, to Garza Lane and Eldorado Parkway in Little Elm, Texas, in southeast Denton County, and the Turnpike, the DNT, the MCLB, the Tunnel, the Phase 3 Extension, and the LLTB collectively constitute the Dallas North Tollway System (the "DNT System"); and

WHEREAS, TxDOT, pursuant to Article III, Section 52-b of the Texas Constitution and Section 222.103 of the Texas Transportation Code, is authorized to participate, through the expenditure of money from any source, in the acquisition, construction, maintenance, or operation of a toll facility of a public entity, and has adopted rules at Title 43, Texas Administrative Code § 27.50, *et seq.* (the "Toll Equity Rules") setting forth the policies and

procedures by which it will participate in the financing of a toll facility which is not under its jurisdiction; and

WHEREAS, pursuant to Section 201.703 of the Texas Transportation Code, TxDOT in conjunction with the Federal Highway Administration ("FHWA"), may spend money for the improvement of a road not in the state highway system; and

WHEREAS, pursuant to Section 201.103 of the Texas Transportation Code, the Commission may remove a segment of the state highway system that it determines is not needed for the system; and

WHEREAS, pursuant to Section 201.113 of the Texas Transportation Code, the Commission may enter into an agreement under which the Authority makes improvements to the state highway system; and

WHEREAS, pursuant to the Commission's rules at 43 T.A.C. §11.56, the Commission may approve the interconnection of a regionally significant highway with the state highway system; and

WHEREAS, pursuant to Section 366.301 of the Regional Tollway Authority Act, the Authority is authorized to enter into an agreement with TxDOT whereby TxDOT provides for or contributes to the payment of costs of financial or engineering and traffic feasibility studies and the design, financing, acquisition, construction, operation, or maintenance of a turnpike project on terms agreed on by the Commission or TxDOT, as applicable, and the Authority; and

WHEREAS, on December 20, 2006, the Board of Directors of the Authority (the "Board") adopted Resolution No. 06-132 authorizing (1) the preparation, execution, and delivery to TxDOT of a request, pursuant to the Toll Equity Rules, for financial assistance in an amount of \$160,270,000.00 for the Authority's use in connection with the Eastern Extension and (2) the preparation, execution, and delivery of a suitable project agreement with TxDOT describing the parties' respective undertakings in connection with the Eastern Extension, including the financial assistance terms; and

WHEREAS, on January 22, 2007, the Authority submitted a request, pursuant to its Resolution No. 06-132 and the Toll Equity Rules, for financial assistance in connection with acquisition, construction, maintenance, and operation of the Eastern Extension; and

WHEREAS, on July 27, 2007, the Authority submitted a request, pursuant to its Resolution No. 06-132 and the Commission's rules at 43 T.A.C. §§27.44 and 11.56, to make improvements to the state highway system, and to make an interconnection of a regionally significant highway with the state highway system; and

WHEREAS, on January 25, 2007, and August 23, 2007, the Commission, pursuant to its constitutional and statutory authority and the Toll Equity Rules, gave preliminary and final approval, respectively, to the grant by TxDOT of financial assistance in an amount of \$160,270,000.00 to facilitate the Authority's acquisition, construction, maintenance and operation of the Eastern Extension, and in Minute Order No. 111042, approved on August 23, 2007, approved the connection of the Eastern Extension with a segment of the state highway

system, authorized the Authority to make improvements to the state highway system, and authorized the Executive Director of TxDOT to enter into a financial assistance agreement with the Authority; and

WHEREAS, on April 26, 2007, the Commission, by Minute Order 110913, approved the removal from the state highway system and transfer to the Authority of the portion required for the Eastern Extension controlled access toll lanes within the segment of SH 190 extending from SH 78 to I-30 (retaining the portion required for the Eastern Extension service roads); and

WHEREAS, pursuant to Section 366.169 of the Texas Transportation Code, the Commission may approve the transfer of legal title to real property that may be necessary and convenient to accomplish the purposes of a regional tollway authority, including the construction or operation of a turnpike project; and

WHEREAS, on October 27, 2005, the Commission, by Minute Order 110266, approved the 2006 Statewide Mobility Plan, in part authorizing TxDOT's construction funding for the I-30 Interchange and the Lake Ray Hubbard Bridge; and

WHEREAS, the Authority anticipates that the Eastern Extension will be constructed and operated as an integrated tollway project with the Turnpike, the DNT, the MCLB, the Tunnel, the Phase 3 Extension and the LLTB, and therefore expects that the Eastern Extension will be constructed as an extension and enlargement of the DNT System; and

WHEREAS, because the Eastern Extension is located on the National Highway System and federal funding is contemplated for a specific portion of the Eastern Extension, the FHWA has certain approval and inspection rights and responsibilities and, further, TxDOT is responsible for all coordination with the FHWA and for applying for and making other necessary efforts to obtain any necessary approvals from the FHWA for the Eastern Extension; and

WHEREAS, except as provided in the next succeeding sentence, 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 Agreement and to support the construction and operation by the Authority of the Eastern Extension. The remaining approvals to be received are: (1) TxDOT obtaining, depending upon the significance of the net impacts, either (a) the FHWA's approval of a reevaluation that the findings of the Record of Decision are valid or (b) the FHWA's determination that the reevaluation requires a supplemental Final Environmental Impact Statement; (2) the Authority obtaining the Corps of Engineers' approval of a Section 404 permit for the Lake Ray Hubbard Bridge; and (3) TxDOT and the Authority obtaining FHWA's approval for federal participation in a toll facility under 23 U.S.C. §129.

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 the Authority agree as follows:

1. **Support for Turnpike.** TxDOT acknowledges its approval of and support for financing, design, construction, operation and maintenance by the Authority of the Eastern Extension as a turnpike project pursuant to the Regional Tollway Authority Act. Without limiting the provisions of this Agreement, TxDOT and the Commission will take all actions reasonably requested by the Authority which are consistent with this Agreement in furtherance of the purposes of this Agreement. Unless and until the Authority elects to abandon its efforts to construct and operate the Eastern Extension, TxDOT shall not advance any alternative to or conflicting proposal for the development of the Eastern Extension. Further, in its construction, operation and maintenance of the Retained Property (as hereinafter defined) or its consideration of any project that might affect the Eastern Extension, TxDOT shall make every reasonable effort to minimize or avoid any adverse impact on the Eastern Extension or its operation.

Nothing contained in the previous paragraph or elsewhere in this Agreement in any manner constrains the ability of TxDOT or any other party (a) to perform any work or improvements on highway projects necessary for improved safety, maintenance or operational purposes or (b) to construct and operate any portions of Trans-Texas Corridor 35, I-635 or the highway projects included in any of the following long-range transportation plans and programs:

- (i) 2006-2008 Statewide Transportation Improvement Program (STIP);
- (ii) Unified Transportation Program (UTP) (2006):
 - (A) 2006 Statewide Preservation Program (SPP); or
 - (B) 2006 Statewide Mobility Program (SMP);
- (iii) Mobility 2025 Plan; or
- (iv) Mobility 2030 Plan adopted by the Regional Transportation Council on January 11, 2007.

2. **Transfer of Right-of-Way and Interests.** Except as expressly provided in Section 3 below, and subject to Commission approval as described below, all fee interests, permanent and/or temporary easements, rights of entry, licenses, leases, personal property (if any) and other interests of any kind, whether now or hereafter acquired by purchase, condemnation, dedication or any other means by TxDOT for the purpose of constructing and operating the main lanes of SH 190, including any rights now or hereafter existing in the Lake Ray Hubbard Bridge carrying the Eastern Extension (the "Property Interests"), are transferred by TxDOT to the Authority. The Property Interests are described on Exhibit A attached hereto and made a part hereof. The Authority shall accept the transferred Property Interests for maintenance and operation in a safe and efficient manner, while protecting and preserving the State's investment in that facility. The transfer shall occur after the Commission approves the conveyance by minute order and the normal action of the state for a conveyance required by Section 366.169(c), Transportation Code. To further evidence the transfer, one or more quitclaim deed(s) shall be prepared and recorded as soon as reasonably possible, utilizing the legal descriptions attached to the minute order, including any corrections reasonably determined by TxDOT. All costs of recordation shall be the responsibility of the Authority. The Property Interests are transferred "as is," without warranty of title, and subject to all matters of record. TxDOT shall assist the Authority in preventing any reversion, forfeiture, reconveyance, loss or diminution of any previously acquired or dedicated Property Interests, provided that the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing transfer of the Property Interests shall include all structures and improvements of any kind now or hereafter situated thereon (including

the Lake Ray Hubbard Bridge to be constructed by TxDOT pursuant to Section 6 below), together with all stored materials and any items specially fabricated for the Eastern Extension, if any. The Authority shall be solely responsible for the acquisition of all remaining right-of-way required for the Eastern Extension, as more specifically described in Section 16 hereof.

3. **The Retained Property.** Notwithstanding anything to the contrary contained in Section 2 above, TxDOT shall retain full jurisdiction to and not transfer to the Authority the following structures and improvements and the land on which they are or will be constructed, *save and except* any portion of said structures and improvements constituting the controlled access toll lanes of the Eastern Extension over which the Authority has jurisdiction and any land on or above which said lanes are or will be constructed for which the Authority does hereby receive sufficient rights to use from TxDOT pursuant to Section 2 above:

(a) that portion of the completed interchange at SH 78 and the Eastern Extension constituting the bridge carrying SH 78 over the Eastern Extension, extending from Eastern Extension Centerline Station 1125+00 to Eastern Extension Centerline Station 1126+25, exclusive of all exit and entrance ramps to the Eastern Extension which shall be transferred to the Authority from the toll lanes to the gore noses and shall be operated, regulated, maintained, and policed by the Authority;

(b) the bridge and related improvements to be constructed at SH 66 and the Eastern Extension, extending from Eastern Extension Centerline Station 1462+10 to Eastern Extension Centerline Station 1460+40, save and except the structural components of the bridge (*i.e.*, below the bridge deck) carrying SH 66 over the Eastern Extension which shall be operated, regulated, and maintained by the Authority;

(c) the I-30 Interchange, extending from Eastern Extension Centerline Station 1648+00 to Eastern Extension Centerline Station 1651+25, save and except the entrance and exit ramps from I-30 to the Eastern Extension which shall be operated, regulated, maintained, and policed by the Authority; and

(d) the service roads and associated retaining walls, sound walls, directional signage, signalization and other appurtenances constructed or to be constructed by the Authority on either side of the Eastern Extension, including a strip of land extending two (2) feet from and running parallel to the proposed inside curb of the two-lane service road (toward the toll lanes) except in those portions of the Eastern Extension where the Approved Schematic shows a future third service road lane, in which case the line shall be two (2) feet from the proposed inside curb of that future third lane measured from the inside curb, exclusive of all exit and entrance ramps to the Eastern Extension which shall be transferred to the Authority from the toll lanes to the service road gore noses.

The structures and property described under subsections (a) through (d) above constitute the "Retained Property." Additionally, upon reasonable request by TxDOT, the Authority shall grant TxDOT suitable easement interests to permit the construction by TxDOT across the toll lanes of one or more utility bridges, which interest shall thereafter constitute a portion of the Retained Property. Notwithstanding any provision of this Agreement to the contrary, TxDOT and the Authority shall consult and cooperate with one another to ensure that the Retained Property is

not modified, operated or maintained in any manner that interferes with access to and egress from, or with the safe and efficient operation of, the Eastern Extension.

TxDOT and the Authority jointly shall consult and approve the design of suitable signage, and other structures on the Retained Property which are necessary or desirable for the proper operation of the Eastern Extension, provided that said structures and their installation shall conform to all applicable safety codes and standards (including, without limitation, TMUTCD, as hereinafter defined) and shall not conflict with the operation of the Retained Property. The costs of installing and maintaining the signage, and other structures described in the preceding sentence, shall be borne solely by the Authority. TxDOT shall have sole control over and shall bear the costs of signage on the Retained Property which is necessary or desirable for operation of SH 190, provided that TxDOT shall reasonably cooperate with the Authority in coordinating such signage with the signage required for the controlled access lanes.

It is understood and agreed that the operation of the Eastern Extension may by necessity be curtailed temporarily in the event of damage to the Retained Property caused by flood, accidents, emergencies, or calamities. TxDOT will, in that event, do everything reasonable to provide for rapid and timely repairs to those portions of the Retained Property under its control which are damaged, in order that the Authority may resume operation of the Eastern Extension as soon as possible.

TxDOT shall have no responsibility for the operation, maintenance, policing or regulation of the Property Interests. The Authority shall have no responsibility for the operation, maintenance, policing or regulation of the Retained Property. As more specifically described in Section 14 hereof, TxDOT shall execute suitable agreements with the Eastern Extension Cities in which the service roads and other Retained Property are situated addressing those issues, which agreements shall allocate said responsibilities in a manner consistent with the terms of this Agreement and with the established policies of TxDOT. If (i) TxDOT determines that the Authority's operation of the Eastern Extension materially interferes with or adversely affects the operation or use of the Retained Property or (ii) the Authority determines that TxDOT's operation of the Retained Property materially interferes with or adversely affects the operation or use of the Eastern Extension, TxDOT and the Authority shall consult with each other, and such modifications or remedial actions acceptable to both parties will be accomplished, and all resulting costs shall be allocated between TxDOT and the Authority as they reasonably determine.

4. Delivery of Materials. To assist the Authority in its design and construction of the Turnpike and, specifically, to reduce the cost of completing the Eastern Extension, TxDOT will provide the Authority with all original counterparts or, if originals are unavailable, copies of all materials prepared by or for TxDOT in connection with the main lanes of SH 190, together with any and all other items or information in the possession of TxDOT and useful to or necessary for the Authority's completion of the Eastern Extension (the "Delivered Materials"). Without limiting the foregoing, the Authority has identified certain items comprising part of the Delivered Materials that it requires, which items are identified on Exhibit B attached hereto and made a part hereof.

5. **Assignment of Rights.** After reviewing the Delivered Materials provided by TxDOT pursuant to Section 4 above, the Authority, from time to time, may request that TxDOT either (a) assign, in writing, to the Authority and/or its consultants all of TxDOT's right, title and interest in any permit, agreement, contract, conveyancing instrument, plan or other Delivered Material or (b) provide the Authority with a royalty-free license to use any such Delivered Material, if in the reasonable determination of the Authority such assignment or license will result in a cost savings or otherwise benefit the development of the Eastern Extension; the Authority shall reimburse TxDOT for all costs it incurs as a result of the foregoing assignment or license. TxDOT shall assist the Authority in obtaining any consents required to assign or license the foregoing items to the Authority so that, to the extent that TxDOT assigns its rights and interests to the Authority, the Authority shall have, to the greatest extent possible, the same rights under and interests in the assigned Delivered Materials as TxDOT held prior to that assignment; the Authority shall reimburse TxDOT for all costs it incurs as a result of that assistance. The foregoing assignment rights shall not apply to pending lawsuits, actions, condemnation and other proceedings related to SH 161 or SH 190 and involving TxDOT, if any.

6. **Design and Construction Obligations of TxDOT for TxDOT Structures.** TxDOT, at its sole cost, shall be responsible for the timely development of the plans, specifications and estimate and construction of those portions of the Eastern Extension specifically referenced in this Section 6 and described on Exhibit C attached hereto and made a part hereof, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or adjustment. Specifically, TxDOT shall construct (a) the I-30 Interchange, including all ramps, connectors and toll lanes, and (b) the Lake Ray Hubbard Bridge, all as more particularly described on Exhibit B and being collectively defined as the "TxDOT Structures". TxDOT agrees to use best efforts to construct and complete the I-30 Interchange and the Lake Ray Hubbard Bridge no later than the later of: (a) 21 months after the Authority's acquisition of sufficient title or right of possession to allow TxDOT to begin work on all Parcels within Section XXXII, CJS 0009-11-214, (b) 18 months after the Authority's completion of the clearance of all utility lines in all Parcels within Section XXXII, CJS 0009-11-214, (c) 42 months after the Authority obtains the Section 404 permit required for said construction, (d) 42 months after the Authority enters into an interlocal agreement with the City of Dallas concerning the construction of the Lake Ray Hubbard Bridge, or TxDOT receives other authorization from the City of Dallas sufficient in TxDOT's opinion to begin construction of the bridge, (e) 42 months after FHWA approves a reevaluation of the record of decision on the Eastern Extension, and (f) August 31, 2011. The Authority has reviewed and approved the design and construction schedule for the TxDOT Structures and the completion dates noted above and agrees that they are reasonable and achievable. In order to achieve the referenced completion dates, the parties acknowledge that the plans, specifications and estimate for the TxDOT Structures should be completed not later than February 28, 2008, subject to subsequent modification of such deadline resulting from any continuing permit processes. TxDOT's construction obligations for the I-30 Interchange and the Lake Ray Hubbard Bridge shall include all major items such as pavement, bridges and walls, as well as all columns; supports; curbs; headwalls; wingwalls; aprons; right-of-way fencing; guardrail and fencing; impact attenuators and other safety devices; junction boxes, inlets, manholes, culverts, channels, piping, containment and mitigation systems, conduits and other drainage structures; illumination devices; signage; pavement markings and other delineation devices; and other typical and necessary appurtenances. TxDOT shall permit the Authority to review and approve, at mutually

acceptable review intervals, any designs, plans and specifications pertaining to TxDOT's construction obligations under this Section 6 in order to ensure that said work is accomplished in a manner and to standards which, in the reasonable opinion of both TxDOT and the Authority, are consistent with the overall aesthetic guidelines, design and construction of the Eastern Extension.

The Authority has utilized and relied upon the design and construction schedule for the TxDOT Structures and the completion dates noted in the previous paragraph in structuring the Financing, as hereinafter defined. If during the construction of the TxDOT Structures, TxDOT has reason to believe that either the milestones and/or completion dates indicated in the preceding paragraph may be exceeded, TxDOT shall promptly notify the Authority and, working collaboratively, the parties shall evaluate all feasible alternatives for accelerating the progress of work on the TxDOT Structures. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process described and defined in Section 8 to track progress of the contractor(s) toward completing the TxDOT Structures to prevent that progress from falling behind the milestones and completion dates set forth above. TxDOT shall forward to the Authority its monthly construction reports for the TxDOT Structures, which the Authority may distribute to its underwriters and other interested parties.

The Authority will provide a member of its construction management team as part of TxDOT's construction management team for the I-30 Interchange and the Lake Ray Hubbard Bridge at the Authority's cost.

7. The Authority's Design and Construction of the Separate Structures. The Authority, at its sole cost, shall be responsible for the construction of those portions of the Eastern Extension specifically referenced in this Section 7 and described on Exhibit D attached hereto and made a part hereof, said portions being features to be ultimately operated and maintained by TxDOT, including all required construction management and construction materials testing services, and all required and remaining utility relocation and/or adjustment. Specifically, the Authority shall construct the Eastern Extension interchange with SH 66 (the "SH 66 Interchange"), including all ramps, connectors and toll lanes, all as more particularly described on Exhibit D and being collectively defined as "Separate Structures". Utilizing the Approved Schematic described in Section 8 hereof, as may be modified as hereinafter provided, the Authority will provide for the preparation of the plans, specifications and estimate (the "Separate Structures PS&E") for the Separate Structures in accordance with the provisions of the following paragraph.

The Separate Structures PS&E shall be developed by the Authority consistent with the latest edition and revisions of the American Association of State Highway and Transportation Officials' (AASHTO) Standard Specifications for Highway Bridges, including applicable interim specifications, TxDOT's Highway Design Division Operations and Procedures Manual, TxDOT's Standard Specifications for Construction of Highways, Streets and Bridges, TxDOT's Foundation Exploration Manual, TxDOT's Bridge Design Guide, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above-referenced documents, AASHTO's A Policy On Geometric Design of Highways and Streets shall be referenced for guidance. The Authority shall permit TxDOT to review, at mutually acceptable review intervals, and approve the Separate Structures PS&E and TxDOT shall

respond to the Authority within thirty (30) days following receipt of those materials by TxDOT's District Office. TxDOT has reviewed and approved the bidding procedures, contract documents, and contracts set forth in this Agreement in accordance with Section 201.113 of the Texas Transportation Code and 43 T.A.C. 27.44(c)(3) and approved same. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process to facilitate and expedite the preparation and review of the Separate Structures PS&E and the construction of the Separate Structures.

8. Design and Construction of the Remainder of the Eastern Extension. Except as provided in Sections 6 and 7 above with respect to the TxDOT Structures and the Separate Structures and as hereinafter provided in this Section 8, the Authority, at its sole cost, shall be responsible for the design and construction of the Eastern Extension, including all required and remaining utility relocation and/or adjustment (which it may accomplish pursuant to agreements with utility companies or other parties). The Authority shall be fully responsible for (a) ensuring that all environmental permits, issues, and commitments are addressed in its project design, (b) addressing field changes for potential environmental impacts and obtaining any necessary environmental permits, issues, and commitments for such field changes, and (c) ensuring that all construction plans are signed, sealed and dated by a professional engineer licensed in the State of Texas. The Authority also will be responsible for securing construction oversight and inspection, and materials testing and inspection. Except as provided in Sections 6 and 7 or as hereinafter provided, the Authority shall have sole authority and responsibility for (i) the design of the Eastern Extension and all features thereof, (ii) the selection of underwriters, investment bankers, financial advisors, legal counsel, consultants, construction managers, engineers, architects, surveyors, testing engineers and laboratories, inspecting engineers, geotechnical engineers and scientists, suppliers, contractors, subcontractors, vendors, sureties, and other parties retained in connection with the financing, design, construction, maintenance or operation of the Eastern Extension, (iii) the commencement, sequencing and timing of design and construction activities and other work, (iv) the acceptance or rejection of work or other deliverables, and (v) the negotiation, bidding, and letting of contracts. Pursuant to the requirements of Title 43, Texas Administrative Code, Chapter 27, TxDOT shall review and approve the design for the Eastern Extension in the manner described in the remainder of this Section 8.

Except with respect to the TxDOT Structures and the Separate Structures, the Authority will provide for the preparation of the plans, specifications and estimate for all portions of the Eastern Extension (the "PS&E") in the following manner. The schematic design prepared by the Authority for the Eastern Extension has been approved by TxDOT (the "Approved Schematic"), and the PS&E shall conform to the Approved Schematic. The PS&E for the Eastern Extension and all connections and ramps to or from the Eastern Extension to road facilities maintained by TxDOT shall be developed by the Authority consistent with the same standards, policies, specifications, manuals and other materials applicable to the Separate Structures and set forth in Section 7 above. The Authority shall permit TxDOT to review, at mutually acceptable review intervals, and approve the PS&E and TxDOT shall respond to the Authority within thirty (30) days following receipt of those materials by TxDOT's District Office. Notwithstanding the prior sentence, TxDOT shall have seven weeks to complete its review if the material also requires the FHWA to issue a "letter of authority." TxDOT agrees a seven-week review period includes review both by TxDOT and the FHWA, and that TxDOT will take reasonable efforts to shorten

the period. TxDOT has reviewed and approved the bidding procedures, contract documents, and contracts set forth in this Agreement in accordance with Section 201.113 of the Texas Transportation Code and 43 T.A.C. 27.44(c)(3) and approved same. TxDOT and the Authority shall utilize to the maximum practical degree the Technical Work Group process to facilitate and expedite the preparation and review of the PS&E and the construction of said portion of the Eastern Extension. In accordance with 43 T.A.C. 27.56(c)(5), the Authority shall not advertise the project for receipt of bids until it has received approval of the PS&E from TxDOT.

The Authority shall provide TxDOT with written notice of any subsequent modification of the Approved Schematic design resulting from a field change or otherwise. Any changes in the Approved Schematic design shall require TxDOT's prior approval. The Authority shall provide TxDOT with written notice of any subsequent modification to the location of any entrance and exit of the Eastern Extension to or from road facilities maintained by TxDOT, and TxDOT shall respond to the Authority within thirty (30) days following receipt by TxDOT's District Office of schematic designs therefor if, in its reasonable judgment, any proposed location is detrimental to the safe and efficient operation of any road facility.

TxDOT and the Authority have formed, and shall maintain, the Eastern Extension Technical Work Group (the "Technical Work Group"). The Technical Work Group shall be composed of representatives from TxDOT, the Authority, and the professional engineering firms providing design, right-of-way acquisition, surveying and engineering management, together with such other members representing affected governmental or quasi-governmental bodies as TxDOT or the Authority designates, including the FHWA if it desires to attend. It is understood and agreed that any other members designated by TxDOT or the Authority shall be selected for the purpose of providing technical and other assistance to the Technical Work Group, and shall not have the authority to make or implement final actions or decisions binding on the Technical Work Group, TxDOT, or the Authority. The Authority will chair and host regularly scheduled meetings which are intended to (A) encourage open and continuous dialogue between the various participants, (B) facilitate the monitoring of both the projected milestones and completion dates for the TxDOT Structures, (C) facilitate the Authority's preparation of the Separate Structures PS&E, and (D) expedite the approval and completion of the PS&E. The goal of the Technical Work Group is to provide a streamlined review and information disseminating process that is both accelerated and fully responsive to appropriate design changes submitted by TxDOT. To that end, the Authority and TxDOT agree to distribute in advance the materials to be discussed and reviewed by the Technical Work Group at any meeting. Once approved by the Technical Work Group (which in all events shall require the approval of both the Authority and TxDOT), the Separate Structures PS&E and the PS&E shall be deemed complete and ready for submission. TxDOT and the Authority shall retain their respective review and approval authority as set forth in this Agreement and at law, but shall exercise those review and approval rights pursuant to the operation and the work of the Technical Work Group. The representatives designated by TxDOT and the Authority to the Technical Work Group shall be responsible for conveying project information to their respective organizations and securing all necessary authorizations as promptly as possible.

9. Responsibility for Design. Except as otherwise provided in the following two sentences, the Authority acknowledges and fully accepts its responsibility for the design, construction, maintenance, regulation, signage, illumination and overall operation of the Eastern Extension,

and hereby contracts to release TxDOT from responsibility therefor in any litigation. Nothing, however, contained in this Agreement or elsewhere shall impose any liability on the Authority for or with respect to the operation of the Retained Property or, without limiting the foregoing, for the construction of the I-30 Interchange. TxDOT acknowledges and fully accepts its responsibility for the design and construction of the Lake Ray Hubbard Bridge; however, upon TxDOT conveying the Lake Ray Hubbard Bridge to the Authority, the Authority acknowledges and fully accepts responsibility for the design, construction, maintenance, regulation, signage, illumination and overall operation thereof, and hereby contracts to release TxDOT from responsibility therefor in any litigation. TxDOT shall reasonably assist the Authority in the Authority's pursuit of any breach of contract, negligence or other claim against any of TxDOT's contractors, which assistance may include TxDOT's assignment of its rights to the Authority, sharing of documentation, providing access to its employees and consultants, or, if necessary, joinder in any legal action, provided that the Authority shall promptly reimburse TxDOT for all costs it incurs as a result. Further, the Authority shall be fully subrogated to TxDOT and shall be entitled to maintain an action over and against any third party or parties (but not TxDOT) legally liable for having caused the Authority or TxDOT to pay or disburse any sum of money in connection with any previously completed portion of the Project. TxDOT shall prepare its design and construction contracts for the Lake Ray Hubbard Bridge so as to support the rights given the Authority under the preceding two sentences. Neither TxDOT nor the Authority waives, relinquishes, limits or conditions its governmental immunity or any other right to avoid liability which it otherwise might have to third parties. Nothing in this Agreement shall be construed as creating any liability in favor of any third party or parties against either TxDOT or the Authority, nor shall it ever be construed as relieving any third party or parties from any liabilities of such third party or parties to TxDOT or the Authority.

10. Environmental Studies. The Authority agrees that construction of the Eastern Extension will not be initiated until the Authority has completed environmental studies consistent with the spirit and intent of the National Environmental Policy Act, Title 42, United States Code, §§ 4321, et seq., and Title 23, United States Code, § 109(h), and has provided for public involvement and met all other requirements of Title 43, Texas Administrative Code, §§ 2.1 – 2.20 (relating to Environmental Review and Public Involvement for Transportation Projects). The Authority will obtain the required Section 404 permit for the Eastern Extension, and shall acquire and maintain any real property or take any other action required to satisfy regulatory requirements concerning the mitigation of impacts of the construction or operation of the Lake Ray Hubbard Bridge. The Authority will clear the corridor environmentally, provided, however, that TxDOT will obtain schematic approval for the I-30 Interchange. On January 24, 2005, the Authority received the Record of Decision for the Eastern Extension, and has satisfied its obligations under this Section 10, unless a subsequent and significant design change warrants further action. The Authority will prepare a reevaluation and, depending upon the significance of the net impacts, TxDOT will obtain either (a) the FHWA's approval of the reevaluation that the findings of the Record of Decision are valid or (b) the FHWA's determination that the reevaluation requires a supplemental Final Environmental Impact Statement.

11. Bidding Procedures; Insurance. The Authority shall use its established bidding and procurement procedures with respect to all aspects of the Eastern Extension which it is obligated to design and construct pursuant to this Agreement. It is possible that the Authority's or TxDOT's construction activities may encroach periodically on property held or utilized by the

other. The Authority and TxDOT shall address in a reasonable and cooperative manner any such encroachment and any consequences thereof. Additionally, either TxDOT or the Authority shall be entitled, after providing reasonable notice prior to bidding, to require that any construction contract of the other party obligate the applicable contractor to list both the Authority and TxDOT as "additional insureds" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment.

12. Compliance With Applicable Laws. The Authority and TxDOT shall comply with all laws applicable to them with respect to this Agreement, including obtaining the approval of the FHWA or another federal agency, if required.

13. Operation, Maintenance and Regulation of the Eastern Extension. Subject to the provisions of Sections 2, 3 and 14 hereof, upon completion, the Eastern Extension shall be operated, maintained, policed, and regulated by the Authority in compliance with the Regional Tollway Authority Act and relevant provisions of any trust agreement(s) or similar documentation evidencing or securing the Financing and as an extension and enlargement of the DNT System.

The Authority shall be responsible for performing all operation, maintenance, and materials disposal of the mitigation systems for the Lake Ray Hubbard Bridge as will be stipulated in a future agreement with the City of Dallas, acting through its Dallas Water Utilities Department. The Authority releases TxDOT from any responsibility or liability for generator status of materials captured by the mitigation systems of the Lake Ray Hubbard Bridge after TxDOT's conveyance of that completed structure to the Authority pursuant to Section 9 above.

The Authority and TxDOT will work cooperatively to address problems on connecting facilities (IH-30, SH 78, and SH 66) that result from the construction or opening of the Eastern Extension.

The Authority acknowledges and agrees that if the Authority, its successor or assign, subsequently elects to return the completed facility pursuant to Section 366.172 of the Regional Tollway Authority Act, or otherwise, the Commission will not accept the facility back into the state highway system unless it is found to be in an acceptable state of repair and maintenance, meets all current design standards used by TxDOT, and satisfies all other conditions and requirements set forth in said Section 366.172, any successor statutory provision(s) thereto or any Order adopted by the Commission pursuant to said Section 366.172.

14. Service Roads. As provided in Minute Order No. 110913, that portion of the SH 190 alignment required for the Eastern Extension toll lanes shall be removed from the state highway system and, pursuant to Section 2 above, transferred to the Authority. TxDOT shall retain that portion of the SH 190 alignment required for the Eastern Extension service roads on the state highway system and operate them as "SH 190" upon their completion by the Authority. TxDOT shall maintain and otherwise be responsible for the operation and maintenance of the Eastern Extension service roads and areas outside the toll lanes, such responsibility to include the repair and maintenance of traffic signal systems, luminaires, other illumination structures and foundations therefor; storm water conduits and receivers; soundwalls, screen walls, retaining walls and similar structures related to the service roads; guardrail, attenuators and fences; and all

traffic regulatory and directional signs and all pavement traffic markings. TxDOT shall furnish all policing, sweeping, flushing, snow/ice control services and other public safety services on the service roads, and shall provide all mowing, landscaping maintenance and litter collection, as well as comply with all permits related to storm sewer and storm water drainage systems.

TxDOT shall maintain the service roads in good and fully operational condition and in compliance with the concluding sentence of Section 3 above. TxDOT may assign any of its obligations under the preceding paragraph to any other party, and intends to enter into agreements with the Eastern Extension Cities (the "TxDOT/City Service Road Agreements") by which those cities undertake certain responsibilities for the Eastern Extension service roads. TxDOT anticipates that the TxDOT/City Service Road Agreements will be similar to existing ones between those parties and will vary from city to city. The Authority shall review the TxDOT/City Service Road Agreements to ensure their conformity with the interlocal agreements the Authority has negotiated and executed with the Eastern Extension Cities. Those interlocal agreements provide, among other things, that the Eastern Extension Cities shall police and regulate the service roads. Access management will be handled under standard TxDOT practice, except to the extent TxDOT has delegated that responsibility under one or more of the TxDOT/City Service Road Agreements.

For and in consideration of TxDOT undertaking the service road maintenance obligations set forth in this Section 14, the Authority shall fund TxDOT's budgeted costs of maintaining the service roads, which is agreed to be \$10,000 per lane mile in calendar year 2011, but shall commence with the opening of the Eastern Extension to traffic and adjusted at a specified amount annually (the "Service Road Payment"). The specified annual adjustment of the Service Road Payment is 2.5% per annum (compounded) for the first five (5) years following the opening of Eastern Extension to traffic, 2.75% per annum (compounded) for the next ten (10) years, and 3.0% per annum (compounded) thereafter. The Authority will not be responsible for (a) the operation, maintenance, policing, regulation or provision of public safety functions for the service roads or (b) funding the construction or maintenance of additional service roads, service road widenings or other non-tolled structures TxDOT undertakes, absent the Authority's agreement to the contrary.

The limits for the Authority's and TxDOT's respective maintenance obligations regarding the Property Interests (including the toll lanes) and the Retained Property (including the interchanges at SH 78 and SH 66, the I-30 Interchange and the service roads) shall have a line running two (2) feet from (extending toward the toll lanes) and parallel to the proposed inside curb of the two-lane service road except in those portions of the Eastern Extension where the Approved Schematic shows a future third service road lane, in which case the line shall be two (2) feet from the proposed inside curb of that future third lane. The maintenance limits are depicted on Exhibit E attached hereto and made a part hereof for all purposes. To the extent of any conflict between the depiction of maintenance limits shown on Exhibit E and the terms of this Section 14, the latter shall control.

15. The City/TxDOT ROW Agreements. TxDOT, in separate agreements with each of the Eastern Extension Cities (the "City/TxDOT ROW Agreements"), will agree to share right-of-way acquisition costs as follows. The City/TxDOT ROW Agreements will require each of the Eastern Extension Cities to deposit with TxDOT ten percent (10%) of the estimated right-of-way

costs for the Eastern Extension corridor (main lanes and service roads) within their applicable municipal limits. If an Eastern Extension City's 10% local match exceeds one hundred fifty percent (150%) of its estimated amount set forth in its City/TxDOT ROW Agreement, TxDOT will meet with the applicable city to evaluate whether that city's action or failure to act contributed to the estimated local share being exceeded. An Eastern Extension City will not be held accountable by TxDOT for an action or failure to act that was required by state or federal law.

The Eastern Extension Cities will deposit their 10% local match with TxDOT; TxDOT will hold those funds to satisfy all right-of-way acquisition costs it incurs under (a) the concluding paragraph of this Section 15 and (b) TxDOT's obligations under Section 16 hereof to condemn parcels needed solely for service road right-of-way, if any; once those costs are satisfied and any amounts owed the Eastern Extension Cities based on actual right-of-way costs are refunded, TxDOT will remit all remaining portions of the 10% local match to the Authority.

In support of the rights and obligation of TxDOT and the Eastern Extension Cities described in the two preceding paragraphs, the Authority will keep an up-to-date accounting of all applicable right-of-way costs it incurs pursuant to Section 16, and the Authority will jointly review these costs with TxDOT to determine if an Eastern Extension City should fund a larger share of parcel costs because its action or failure to act (a) contributed to the estimated parcel cost being exceeded and (b) was not required by state or federal law.

Notwithstanding any other provision in this Agreement, the Authority is responsible for the costs of right-of-way acquisition and relocations and utility relocations incurred by the Authority for the Eastern Extension in excess of the toll equity grant specified in Section 20 of this Agreement and the Eastern Extension Cities' 10% local match. No additional toll equity funding will be available absent the explicit agreement of TxDOT to that effect.

TxDOT's toll equity grant specified in Section 20 of this Agreement includes the TxDOT funding described in the next succeeding two (2) sentences, and TxDOT shall provide no funds in excess of those specified in Section 20. Pursuant to its City/TxDOT ROW Agreement with the City of Garland ("Garland"), TxDOT will fund ninety percent (90%) of the One Million Eight Hundred Seventy-Four Thousand Eight Hundred Thirty-Nine and 10/100 Dollars (\$1,874,839.10) cost to acquire the 78 Associates parcel near Firewheel Mall. That amount shall be paid by TxDOT to the Authority (which will promptly remit same to Garland) upon the Authority's conveyance of the service road portion of the 78 Associates property to TxDOT, which, along with other property in the vicinity of Firewheel Mall, shall be subject to deed restrictions prohibiting above-ground utilities.

16. Acquisition of Right-of-Way; Conveyances to TxDOT. Except as provided in the following sentence, the Authority shall be responsible for all right-of-way acquisition required for the Eastern Extension, including any required condemnation. Unless otherwise agreed by TxDOT, TxDOT shall be responsible for condemning any parcels needed solely for right-of-way for service roads, provided, however, that TxDOT will continue to cooperate with the Authority to evaluate approaches to maximize the number of such parcels for which the Authority shall be responsible for resulting condemnation; in any event, the Authority may purchase such parcels if condemnation is not required. The Authority retained PBS&J Inc., a company with extensive

experience acquiring right-of-way for (and in accordance with the acquisition procedures of) TxDOT, as the Authority's Eastern Extension "Right-of-Way Acquisition Team." Without limiting the provisions of Section 12, the Authority shall fully comply with all federal acquisition requirements, including with respect to relocation assistance. Commencing on the Effective Date, TxDOT will provide and fund a full-time employee or "FTE" to work on-site with the Authority to allow ongoing review and approval of the Authority's acquisition process.

Regardless of whether the conveyance is effected by consensual sale or action in eminent domain, the Authority shall acquire all right-of-way in its name, but (subject to the concluding sentence of this paragraph) shall convey the portion of the right-of-way needed for service roads to TxDOT using forms of conveyance documents reasonably acceptable to TxDOT. The Authority shall convey such property acquired during a calendar month to TxDOT no later than the tenth day of the next succeeding month. The resulting shared boundary between the Authority's retained right-of-way and the portion conveyed to TxDOT shall be the maintenance limit described in Section 14 and depicted on Exhibit E as established utilizing a CAD-generated description, in distinction to a surveyed one. Notwithstanding such conveyance, the Authority shall be deemed to have retained a temporary construction easement and other sufficient use rights in and to the service road right-of-way to perform its construction and other obligations under this Agreement.

The Authority's obligation to convey the service road right-of-way to TxDOT pursuant to the preceding paragraph shall not apply to right-of-way interests in city street, alley right-of-way or other property owned by governmental entities the Authority acquires pursuant to either the Regional Tollway Authority Act or the terms of an interlocal or similar agreement (as opposed to a deed or grant of easement), and for which the Authority does not receive a conveyancing instrument of some type.

Neither TxDOT nor the Authority shall have any obligations to eliminate any billboards on, or in the vicinity of, the Eastern Extension. TxDOT and the Authority intend that the applicable Eastern Extension Cities shall pay one hundred percent (100%) of all claims for future lost revenue and other damages if any such city desires a sign be eliminated. Relocation of existing billboards located in the right of way shall be reimbursed by TxDOT and the applicable Eastern Extension City on a 90/10% basis.

17. Maintenance of Records. The Authority will maintain its books and records relating to the Eastern Extension and the financial assistance provided under this Agreement in accordance with the requirements of Section 27.55(b)(2) of the Toll Equity Rules, and will comply with the audit requirements and other applicable requirements relating to project records in Section 27.55(b) of the Toll Equity Rules. All records and documents prepared by the Authority under this Agreement or otherwise relating to the financing, design, and construction of the Eastern Extension (including, without limitation, those pertaining to the Authority's obligations under Section 21 below to collect and remit the Regional Toll, as therein defined) will be made available to authorized representatives of TxDOT and the FHWA during normal work hours for inspection and copying. Representatives of TxDOT shall include TxDOT's Audit Division and the State Auditor's Office. All records and documents prepared under this Agreement must be maintained by the Authority for three (3) years after final payment of construction costs incurred in connection with the Eastern Extension. Without limiting the foregoing, the Authority shall

comply with all applicable laws pertaining to the retention of records and the provision of access thereto.

Additionally, all records and documents prepared by TxDOT under this Agreement or otherwise relating to its design and construction obligations regarding the Eastern Extension (including, without limitation, those under Section 6 relating to the TxDOT Structures) will be made available to authorized representatives of the Authority during normal work hours for inspection and copying. All records and documents prepared under this Agreement and described in this paragraph must be maintained by TxDOT for three (3) years after final payment of construction costs incurred in connection with the TxDOT Structures.

18. Reports and Plans. In addition to the regular exchange of information effected by the implementation of the Technical Work Group described in Section 8 hereof, the Authority shall deliver to TxDOT all semiannual progress reports for the Eastern Extension prepared by the Authority's consulting engineers. At the earliest possible date following completion of construction of the Eastern Extension, the Authority will deliver to TxDOT a final set of plans and specifications for the Eastern Extension, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that the project was constructed in accordance with the approved plans and specifications and approved contract revisions, which shall clearly identify the limits and items to be maintained by the Authority and by TxDOT in accordance with Section 14, as applicable, pursuant to the terms and conditions of this Agreement and the Regional Tollway Authority Act.

Additionally, TxDOT shall deliver to the Authority periodic progress reports for the TxDOT Structures prepared by TxDOT or its outside engineers. At the earliest possible date following completion of construction of the TxDOT Structures, TxDOT will deliver to the Authority a final set of plans and specifications for the TxDOT Structures, signed, sealed and dated by a professional engineer, licensed in the State of Texas, certifying that those improvements were constructed in accordance with the approved plans and specifications and approved contract revisions, which shall clearly identify the limits and items to be maintained by the Authority and by TxDOT in accordance with Section 14, as applicable, pursuant to the terms and conditions of this Agreement.

The Authority shall deliver to TxDOT an annual report on the cash flow derived by the Authority from the ownership and operation of the Eastern Extension, based on actual gross toll revenues of the Eastern Extension less the actual expenses of the NTTA System that are estimated and apportioned to the Eastern Extension.

19. The Financing. The Authority intends to finance, in part, the design and construction of the Eastern Extension with (a) equity from the DNT System, of which the Eastern Extension will be a part, (b) proceeds from the issuance and sale of one or more series of revenue bonds and notes secured by the revenues of the DNT System, which securities also may include amounts for refunding all or certain DNT System revenue bonds and notes previously issued by the Authority, and (c) use of other financing tools and financial products authorized for use by the Authority (collectively, the "Financing"). All of the Authority's obligations regarding the design and construction of the Eastern Extension are contingent and conditioned upon the successful

issuance and sale of said revenue bonds and notes and the Authority's receipt of the proceeds from the Financing.

Except as set forth in this or the following paragraph, TxDOT shall have no rights or obligations regarding the provision of the Financing. However, if reasonably requested by the Authority, TxDOT shall promptly cooperate with and fully assist the Authority by providing assurances or other information reasonably necessary or desirable for obtaining the Financing, including assurances and information contained in the Official Statement or other offering documents prepared by the Authority in connection with the Financing, provided that said assurances and/or information are, in TxDOT's reasonable judgment, consistent with the provisions of this Agreement. If the Authority does not successfully complete the Financing (or, if the Eastern Extension is financed in installments or by multiple issuances or series, does not complete the first such installment, issuance or series used to discharge construction costs) of the Eastern Extension within seven hundred and thirty (730) days following the full and final execution of this Agreement and the issuance of all authorizations and approvals required of TxDOT, the Commission and the FHWA, save and except due to force majeure events beyond the Authority's control, then on that date the Authority shall return to TxDOT any unexpended toll equity grant funds and convey to TxDOT any right-of-way and improvements acquired for the Eastern Extension. The Authority shall notify TxDOT in writing upon the Authority's satisfaction of the requirement set forth in the preceding sentence.

The Authority's Trust Agreement and any bond resolution or offering document prepared by the Authority in connection with the Financing (collectively, the "Bond Documents") shall be submitted to TxDOT for a limited review prior to its issuance or use. TxDOT's review of the Bond Documents shall be limited solely to the description of the terms of this Agreement, the description of TxDOT operations, and to confirm that the Bond Documents do not contain any impediments to or conflict with the Authority's obligations under Section 21. TxDOT shall have seven (7) days after receipt of any Bond Document to object to the description of the terms of this Agreement, the description of TxDOT operations, or to any perceived impediments to or conflicts with the Authority's obligations under Section 21.

20. Toll Equity Grant. For and in consideration of the rights and obligations of the parties under this Agreement, including the Authority's revenue-sharing obligations set forth in Section 21 below, TxDOT will provide financial assistance, in the form of a grant, to the Authority in an amount of One Hundred Sixty Million Two Hundred Seventy Thousand and No/100 Dollars (\$160,270,000.00) (the "Equity Amount"), to be used by the Authority for any costs it incurs (including, without limitation, all consultant and legal fees) in the acquisition of right-of-way, resulting relocation obligations, and all utility relocations incurred by the Authority for the Eastern Extension, regardless of whether said amounts (a) would be reimbursable under TxDOT's policies and practices and (b) were expended prior to the Effective Date. This funding is committed by TxDOT and is not subject to future discretionary actions of TxDOT or the Commission. The parties recognize that this funding commitment is an integral part of the overall plan for the Financing, and that the rating agencies, capital markets, and other third parties will act in reliance on the availability of the granted funds as reflected herein.

The Equity Amount will be disbursed by TxDOT and become available to the Authority under this Section 20 as follows:

Equity Amount Draw Schedule:

Fiscal Year 2007		Fiscal Year 2008		Fiscal Year 2009	
1 st Qtr.	\$ 0	1 st Qtr.	\$41,484,137	1 st Qtr.	\$ 9,280,039
2 nd Qtr.	\$ 0	2 nd Qtr.	\$19,239,640	2 nd Qtr.	\$ 7,800,000
3 rd Qtr.	\$ 781,400	3 rd Qtr.	\$ 7,260,517	3 rd Qtr.	\$ 7,900,000
4 th Qtr.	\$48,249,074	4 th Qtr.	\$18,275,193		
Total:	\$49,030,474	Total:	\$86,259,487	Total:	\$24,980,039

The term "Fiscal Year" means TxDOT's current fiscal year and is the period of time from September 1 of the applicable calendar year to August 31 of the following calendar year. The foregoing disbursements shall be accomplished within the first five (5) business days of the applicable quarter.

If for any reason the Authority is unable to utilize all of the Equity Amount for the right-of-way and utility relocation costs referenced above, TxDOT and the Authority shall work cooperatively to avoid any forfeiture or reimbursement by the Authority of the Equity Amount insofar as it is the parties' shared intent that the entire amount thereof should be made available to the Eastern Extension in return for the Authority's revenue-sharing obligations and other benefits provided by the Authority under this Agreement.

Any reference to specific sections of the Toll Equity Rules in this Agreement shall refer to such rules as they existed on the Effective Date.

21. Revenue Sharing; the Regional Toll. The Eastern Extension will be financed and operated as an addition to and extension of the DNT System. For and in consideration of the rights and obligations of the parties under this Agreement, including the TxDOT's commitment to provide the Equity Amount set forth in Section 20 above, the Authority shall provide revenue sharing through a supplemental toll on the Eastern Extension (the "Regional Toll") to be collected by the Authority and held in trust for TxDOT for the benefit of the North Central Texas region. The Regional Toll will be levied commencing upon the opening of the Eastern Extension to traffic pursuant to Section 366.301(c) of the Regional Tollway Authority Act as a part of the publicly announced toll (the "Unified Toll"), but will not constitute or be considered as the property or revenues of the Authority or the DNT System. TxDOT is hereby granted, and will retain throughout the term of this Agreement, ownership of the Regional Toll which constitutes the manner in which TxDOT is to be repaid pursuant to Section 222.103 of the Texas Transportation Code for the financial contribution and other consideration provided under this Agreement.

Set forth in Exhibit F attached hereto and made a part hereof are two schedules showing the projected tolls for the Eastern Extension for the years 2010 through 2045 (the "Schedules"). The Schedules assume that:

- (a) the Eastern Extension is opened to traffic in 2010 (as of the Effective Date of this Agreement, an opening not earlier than 2012 is projected);

- (b) the Unified Toll in 2010 will be equivalent to approximately 14.5 cents per mile;
- (c) the tolls to be charged by the Authority on the Eastern Extension (the "DNT System Toll") between 2010 and 2045 are as shown on the Schedules;
- (d) the Regional Toll to be charged between 2010 and 2045 is as shown on the Schedules;
- (e) each of the Regional Toll and the DNT System Toll (and, as a result, the Unified Toll) will escalate at the rate of 3% per year adjusted at the toll plazas every fifth year and rounded upward to the next nickel; and
- (f) the ratio between the Regional Toll and the Unified Toll remains constant at 20%.

These assumptions are qualified to the following extent:

- (i) subject to (iii) and (iv) below, the Regional Toll rates to be effective on January 1 of each such fifth (5th) year shall not be less than the original Regional Toll rates shown in the Schedules escalated at the rate of 3% per annum and rounded upward to the next nickel;
- (ii) the escalation of the DNT System Toll is subject to compliance with law and the Authority's relevant debt-related covenants;
- (iii) if the Consumer Price Index is negative for a two-year period, the growth rate in the Unified Toll will be set at zero and will not return to the normal 3% escalation until the Consumer Price Index has remained above 1% for a year; and
- (iv) in the event that in any year the Unified Toll is at a level equivalent to 70% of the maximum point of the toll sensitivity curve as computed by the Authority's traffic and revenue engineer, the Authority will be required to obtain a new toll study and recommendation of the traffic and revenue engineer for tolls on the Eastern Extension. This is in recognition that a level of tolls in excess of 100% of the maximum point on the toll sensitivity curve will result in a decrease in toll revenues collected.
 - (a) If the new study indicates that the normal escalation of tolls, as described above, will not result in the Unified Toll exceeding 80% of the maximum point on the toll sensitivity curve, then the normal 3% escalation or toll rates will occur.
 - (b) To the extent that the normal 3% escalation would result in the Unified Toll exceeding 80% of the maximum point on the toll sensitivity curve, then the increase in (or necessary reduction of) the DNT System Toll and the Regional Toll will be limited, proportionally, to the extent necessary to remain below the 80% toll sensitivity maximum point.

The first of the two Schedules, styled "Unified Toll Schedule (Rounded to the Highest Nickel)" (the "Unified Toll Schedule"), shows the Unified Tolls and the second Schedule, styled "DNT System and Regional Distributed Toll Schedule" (the "System/Regional Tolls Schedule")

shows the DNT System Tolls and the Regional Tolls, both prepared for each toll collection location on the Eastern Extension. Insofar as the Eastern Extension is not expected to open to traffic in 2010, the opening tolls would be escalated at the rate of 3% per annum from 2010 to the year in which the Eastern Extension is opened to traffic. Notwithstanding the delayed opening, tolls will be adjusted at the toll plazas on January 1, 2015 and on January 1 of each fifth year thereafter.

In addition, the Authority and TxDOT agree to the following:

- (i) the Authority will collect the Regional Toll on behalf of TxDOT, and will remit to TxDOT for deposit in the State of Texas' Fund 6 the amounts collected no later than (a) three business days after a vehicle transits the tolling zone for all transponder transactions and video toll transactions that do not require manual reading of the vehicle's license plate; (b) three business days after a vehicle transits the tolling zone and the transaction is posted to a vehicle account when manual reading of the vehicle's license plate is required, but in all cases no later than ten business days after the vehicle transits the tolling zone; (c) the earliest date that, utilizing all reasonable diligence, data can be retrieved and processed following a technical or other system failure, but in all cases no later than fifteen business days after a vehicle transits a tolling zone; and (d) the earliest date that the Authority may remit the amounts collected following an event of war, terrorism, sabotage, natural disaster, or other event of force majeure (or the effects of such events) that could not have been avoided by the Authority's exercise of caution, due diligence, or reasonable efforts, but in all cases no later than three business days after the Authority resumes collecting the DNT System Toll on vehicles (and the Authority shall remit to TxDOT all Regional Toll revenue previously collected but not remitted no later than fifteen days after the Authority resumes collecting tolls);
- (ii) the dollar amount of the Regional Toll deemed collected will be computed based upon the Regional Tolls set forth in the System/Regional Tolls Schedule and the traffic counts, including vehicle classifications, reported by the Authority's toll collection system;
- (iii) the Authority will assume the cost of collecting and processing the Regional Toll as an expense of the DNT System and will assume responsibility for and the risk resulting from the failure to collect the Regional Toll from any of the Eastern Extension users; and
- (iv) the Authority shall provide to TxDOT each year a summary of transactions on the Eastern Extension that shows gross revenue.

The Regional Toll shall neither be (a) owned by nor considered to be the property or "revenue" of the Authority for purposes of the Regional Tollway Authority Act or otherwise nor (b) included in the revenues or assets of the Authority. The Authority hereby affirms TxDOT's right, title and interest in and to the Regional Toll and the proceeds thereof and shall execute, acknowledge and deliver all further acts, assurances, authorizations, documents or instruments as TxDOT may reasonably request in order to effect further or confirm TxDOT's rights in the Regional Toll as set forth in this Section 21. The Authority hereby irrevocably and

unconditionally appoints TxDOT its attorney-in-fact, with full power of substitution, to execute, file and/or record on behalf of the Authority, any such assurances, authorizations, documents and instruments of further assurance to effect or confirm the rights and powers granted to TxDOT in the Regional Toll. This power, being coupled with an interest, shall be effective throughout the term of this Agreement. The Authority shall collect and hold collections of the Regional Toll in a separate account until remitted to TxDOT, for expenditure in the North Central Texas region, pursuant to this Agreement. The funds will be used by TxDOT to construct transportation projects in the North Central Texas region in accordance with an agreement between TxDOT and the Regional Transportation Council.

The Unified Toll rates will be announced as one toll and will not be broken out as two separate tolls in general communications with the public. TxDOT shall have no legal right to directly collect the Regional Toll or to otherwise exercise authority in connection with the operation of the Eastern Extension as a turnpike project by the Authority.

The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement, including the Regional Toll. The process will include an issues resolution ladder to resolve questions at the appropriate organizational levels. Any questions that cannot be resolved by use of the issues resolution ladder will be referred to the Authority's Executive Director or his/her designee and TxDOT's Executive Director or his/her designee to resolve. If a dispute is processed under the issues resolution ladder and not resolved, the parties agree to use the procedures in the next following sentences. The party making a claim may advance it in accordance with the statutes and administrative rules applicable on the Effective Date, including all statutory provisions that effect a waiver, in whole or part, of sovereign immunity to suit for the purpose of adjudicating a claim for a breach under this Agreement, including Tex. Loc. Gov't. Code Chapter 271, Subchapter I. The parties agree to use any alternative dispute resolution procedure that is a part of the applicable claim procedure. The parties shall satisfy the requirement for alternative dispute resolution by participating in non-binding arbitration, unless otherwise agreed to by the parties. During the resolution of an issue the Authority and TxDOT will not hinder work under the Agreement and such work will proceed.

22. Additional Material Agreements. TxDOT's prior written consent shall be required prior to the Authority granting any concession to finance, design, construct, or operate the Eastern Extension, and TxDOT, for the benefit of the North Central Texas region, must receive a share of any concession payment as agreed by TxDOT and the Authority at the time the concession is granted. The Authority shall neither (a) sell, transfer, or lease the Eastern Extension nor (b) cease to operate the Eastern Extension as a toll facility, without the prior written consent of TxDOT.

23. Termination of this Agreement. This Agreement may be terminated only by written mutual agreement and consent of the parties hereto.

24. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors.

25. **Circulation of the Agreement.** Copies of this Agreement will be provided to, reviewed and relied upon by underwriters, investment bankers, brokerage firms and similar parties in connection with the provision of the Financing.

26. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

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

28. **Notices.** All notices to either party by the other required under this Agreement shall be delivered personally, sent by facsimile transmission, or sent by Certified or Registered U.S. Mail, postage prepaid, addressed to such party at the following respective addresses:

If to the Authority:

Delivered personally:

North Texas Tollway Authority
Attention: Executive Director
5900 W. Plano Parkway, Suite 100
Plano, Texas 75093

Delivered by mail:

North Texas Tollway Authority
Attention: Executive Director
P.O. Box 260729
Plano, Texas 75026

If to TxDOT:

Texas Department of Transportation
Dallas District Office
4777 East Highway 80
Mesquite, Texas 75150
Attention: District Engineer

All personally delivered notices shall be deemed given on the date so delivered. Notice by facsimile shall be deemed given on the date indicated by written confirmation of transmission to, in the case of the Authority, (214) 528-4826 or, in the case of TxDOT, (214) 320-6117. All mailed notices shall be deemed given three (3) days after being deposited in the mail. Either party hereto may change the above address or facsimile number by sending written notice of such change to the other in the manner provided for above.

29. **Limitations.** All covenants and obligations of TxDOT and the Authority under this Agreement shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of TxDOT or the Authority shall have any personal obligations or liability hereunder.

30. **Sole Benefit.** This Agreement is entered into for the sole benefit of TxDOT and the Authority and their respective successors and permitted assigns. Nothing in this Agreement 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, firm, corporation or other entity, including, without limitation, the public in general.

31. **Relationship of the Parties.** Nothing in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent between TxDOT and the Authority, nor any joint enterprise.


32. **Authorization.** Each party to this Agreement represents to the other that it is fully authorized to enter into this Agreement 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 Agreement.

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

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by six (6) multiple counterparts on the dates shown hereinbelow, effective on the Effective Date.

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: 
Jorge Figueredo, Ph.D.,
Executive Director

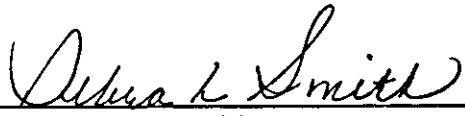
Date: 10-18-07

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 
Amadeo Saenz, Jr., P.E.,
Executive Director

Date: 12/5/07

ATTEST:


Debra L. Smith,
Secretary

APPROVED AS TO FORM:

LOCKE LORD BISSELL & LIDDELL LLP
General Counsel

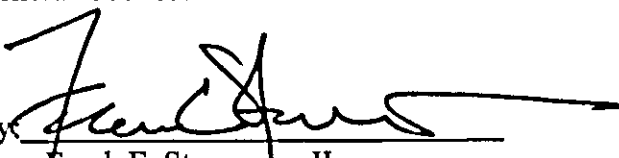
By: 
Frank E. Stevenson, II

Exhibit A

**Description of the Property Interests
(Section 3)**

[see following pages]

Note: The following descriptions are exclusive of certain parcels required for the Eastern Extension owned by the City of Rowlett that will be conveyed to TxDOT and then conveyed to the Authority; TxDOT and the Authority are preparing those legal descriptions; in the interim, the Rowlett parcels are generally described as follows:

TX DOT PARCEL	NTTA PARCEL	Eligible SF
SH 66 TO IH 30		
8, 8E, 8TE PT 1&2	30-62	6,562
13 PT 3, 13E PT 2 & 13TE	30-53	4,518
26 PT 2 & 4	31-04	329,620

30-91

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

Page 1 of 4
November 28, 2006

Description for Parcel 3

BEING a 70,403 square foot tract of land in the Thomas Payne Survey, Abstract No. 1165, and the Thomas Lumley Survey, Abstract No. 789, City of Rowlett, Dallas County, Texas, and being a portion of Kirby Road (variable width), same being part of a tract of land described in Deed to the State of Texas, dated September 3, 1964, as recorded in Volume 420, Page 840 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), part of a tract of land described in Judgment Nunc Pro Tunc to the State of Texas, dated October 18, 1965, as recorded in Volume 702, Page 1468, D.R.D.C.T., and part of a tract of land described in Dedication of Right-of-Way to the County of Dallas, Texas, dated May 14, 1937, as recorded in Volume 2006, Page 582, D.R.D.C.T., said 70,403 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch found iron rod for the northeast corner of a Lot 1, Block 1 of the Final Plat of Diamond Shamrock Addition, an addition to the City of Rowlett as recorded in Volume 88096, Page 1785, D.R.D.C.T., said corner being on the south right-of-way line of State Highway No. 66 (120 feet wide and otherwise known as Lakeview Parkway);

THENCE South 87 degrees 40 minutes 31 seconds West, along the common line between the north line of said Diamond Shamrock Addition and said south right-of-way line, passing at a distance of 22.94 feet a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the easterly right-of-way line of proposed President George Bush Turnpike, and continuing along said common line (departing said proposed easterly right-of-way line) for a total distance of 165.00 feet to a found wood post for the POINT OF BEGINNING, said point being the northwest corner of said Diamond Shamrock Addition and the intersection of said south right-of-way line with the easterly right-of-way line of said Kirby Road;**

- 1) THENCE South 11 degrees 02 minutes 29 seconds East, along the common line between said easterly right-of-way line and the west line of said Diamond Shamrock Addition, a distance of 187.23 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the easterly right-of-way line of said proposed President George Bush Turnpike, said point being North 11 degrees 02 minutes 29 seconds West, a distance of 14.85 feet from a 1/2-inch found iron rod for the southwest corner of said Diamond Shamrock Addition;**
- 2) THENCE South 00 degrees 26 minutes 39 seconds East, departing said common line and crossing said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike, a distance of 77.89 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point;**

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

Page 2 of 4
November 28, 2006

Description for Parcel 3

- 3) THENCE South 11 degrees 12 minutes 30 seconds East, continuing across said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike, a distance of 80.62 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the point of curvature of a circular curve to the right, having a radius of 1,992.92 feet and whose chord bears South 07 degrees 06 minutes 53 seconds East, a distance of 284.53 feet;**
- 4) THENCE Southeasterly, continuing across said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike and along said circular curve to the right, through a central angle of 08 degrees 11 minutes 13 seconds and an arc distance of 284.77 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the easterly right-of-way line of said proposed President George Bush Turnpike with the northerly line of a 100-foot wide railroad right-of-way described as "Parcel No. 1" in Deed to Dallas Area Rapid Transit, dated December 20, 2000, as recorded in Volume 2000250, Page 2161, D.R.D.C.T., said point also being on the north line of a tract of land described in License Agreement between the Missouri-Kansas-Texas Railroad Company and the State of Texas, dated January 8, 1965;**
- 5) THENCE South 89 degrees 12 minutes 54 seconds West, departing the easterly right-of-way line of said proposed President George Bush Turnpike and continuing across said Kirby Road along the common line between said "Parcel No. 1" and said License Agreement tract, a distance of 61.55 feet to the northwest corner of said "Parcel No. 1, said corner being on the east line of a 150-foot wide railroad right-of-way described as "Parcel No. 3" in said Deed to Dallas Area Rapid Transit, dated December 20, 2000, as recorded in Volume 2000250, Page 2161, D.R.D.C.T.;
- 6) THENCE North 00 degrees 47 minutes 06 seconds West, continuing across said Kirby Road along the common line between said "Parcel No. 3" and said License Agreement tract, a distance of 25.00 feet to the northeast corner of said "Parcel No. 3";
- 7) THENCE South 89 degrees 12 minutes 54 seconds West, continuing across said Kirby Road along said common line, a distance of 51.02 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the southeast corner of Lake Center Plaza, an addition to the City of Rowlett as recorded in Volume 73185, Page 1239, D.R.D.C.T., and the northwest corner said License Agreement tract, said corner being on the westerly right-of-way line of said Kirby Road;
- 8) THENCE North 04 degrees 43 minutes 29 seconds West, departing the north line of said "Parcel No. 3" and along the common line between said westerly right-of-way line and the easterly line of said Lake Center Plaza, a distance of 160.50 feet to a 1/2-inch set iron rod with cap for an angle point;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

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November 28, 2006

Description for Parcel 3

- 9) THENCE North 11 degrees 02 minutes 29 seconds West, continuing along said common line, passing at a distance of 88.75 feet a 1/2-inch set iron rod with cap for the intersection of said westerly right-of-way line with the north right-of-way line of Industrial Street (50 feet wide), continuing along said common line, passing at an additional distance of 50.58 feet a set "X"-cut in concrete for the intersection of said westerly right-of-way line with the north right-of-way line of said Industrial Street, and continuing along said common line for a total distance of 442.84 feet to a 1/2-inch set iron rod with cap for the northeast corner of said Lake Center Plaza, said corner being the intersection of said westerly right-of-way line with the south right-of-way line of said State Highway No. 66 (Lakeview Parkway), said corner also being North 87 degrees 40 minutes 31 seconds East, a distance of 200.00 feet from a 1/2-inch found iron rod for the intersection of a projection of said south right-of-way line with a northerly projection of the west right-of-way line of Lorene Street (50 feet wide);
- 10) THENCE North 87 degrees 40 minutes 31 seconds East, crossing the right-of-way of said Kirby Road along an easterly projection of said south right-of-way line, a distance of 123.66 feet to the POINT OF BEGINNING and containing 70,403 square feet [1.616 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

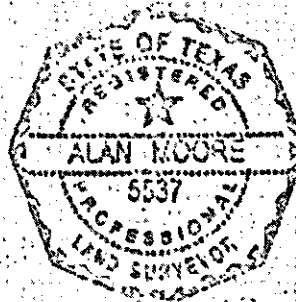
Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

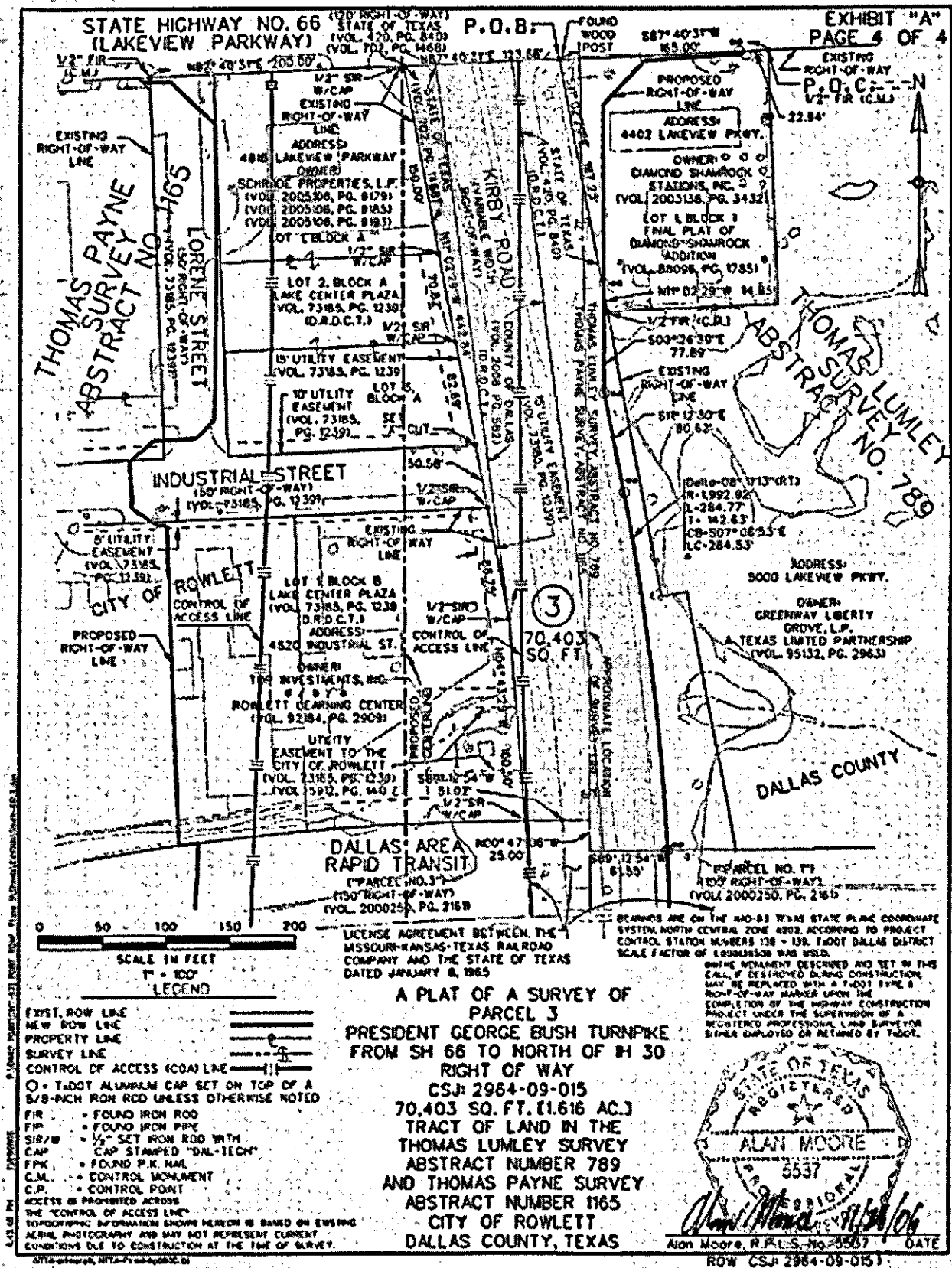
Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

Alan Moore 11/28/06
Alan Moore, R.P.L.S.
Texas Registration No. 5537

Date

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774





30-52

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

Page 1 of 7
November 28, 2006

Description for Parcel 10

BEING a 75,832 square foot tract of land in the Thomas Lumley Survey, Abstract No. 789, and the Thomas Payne Survey, Abstract No. 1165, City of Rowlett, Dallas County, Texas, and being a portion of Kirby Road (120 feet wide), same being part of a tract of land described in Deed to the State of Texas as recorded in Volume 420, Page 848 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), part of a tract of land described in Judgment to the State of Texas as recorded in Volume 702, Page 1453, D.R.D.C.T., part of a tract of land described in Donation Deed to the State of Texas, dated April 23, 1996, as recorded in Volume 96087, Page 3547, D.R.D.C.T., and part of a tract described in Dedication of Right-of-Way to the County of Dallas as recorded in Volume 2006, Page 582, D.R.D.C.T., said 75,832 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch found iron rod for the southwest corner of a tract of land described in Special Warranty Deed with Vendor's Lien to First United Methodist Church of Rowlett, dated November 22, 1999, as recorded in Volume 99242, Page 4809, D.R.D.C.T., said corner being on the north right-of-way line of Main Street (60 feet wide at this point);

THENCE North 88 degrees 46 minutes 10 seconds East, along the common line between the south line of said First United Methodist Church of Rowlett tract and said north right-of-way line, passing at a distance of 522.19 feet a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of said common line with the westerly right-of-way line of proposed President George Bush Turnpike, and continuing along said common line for a total distance of 538.74 feet to a 5/8-inch found iron rod for the point of curvature of a circular curve to the left, having a radius of 2,257.01 feet and whose chord bears North 84 degrees 20 minutes 02 seconds East, a distance of 349.11 feet;*

THENCE Northeasterly, continuing along said common line and along said circular curve to the left, through a central angle of 08 degrees 52 minutes 17 seconds and an arc distance of 349.46 feet to a 5/8-inch found iron rod for the POINT OF BEGINNING, said point being the southeast corner of said First United Methodist Church of Rowlett tract, said point also being the intersection of the northerly right-of-way line of said Main Street (variable width at this point) with the westerly right-of-way line of said Kirby Road;

- 1) THENCE North 00 degrees 21 minutes 51 seconds East, along the common line between the easterly line of said First United Methodist Church of Rowlett tract and said westerly right-of-way line, a distance of 713.52 feet to a found wood post for the northeast corner of said First United Methodist Church of Rowlett tract, said corner being on the south right-of-way line of a 150-foot wide railroad right-of-way described as "Parcel No. 3" in Deed to Dallas Area Rapid Transit, dated December 20, 2000, as recorded in Volume 2000250, Page 2161, D.R.D.C.T.;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

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November 28, 2006

Description for Parcel 10

- 2) THENCE North 89 degrees 12 minutes 54 seconds East, departing said westerly right-of-way line and along the common line between said south right-of-way line and the south line of a tract of land described in License Agreement between the Missouri-Kansas-Texas Railroad Company and the State of Texas, dated January 8, 1965, a distance of 45.17 feet to the southeast corner of said "Parcel No. 3";
- 3) THENCE North 00 degrees 47 minutes 06 seconds West, continuing along said common line, a distance of 25.00 feet to the southwest corner of a 100-foot wide railroad right-of-way described as "Parcel No. 1" in said Deed to Dallas Area Rapid Transit, dated December 20, 2000, as recorded in Volume 2000250, Page 2161, D.R.D.C.T.;
- 4) THENCE North 89 degrees 12 minutes 54 seconds East, departing the east line of said "Parcel No. 3" and along the common line between the south right-of-way line of said "Parcel No. 1" and the south line of said License Agreement tract, a distance of 62.94 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the easterly right-of-way line of said proposed President George Bush Turnpike with said common line, said point being the beginning of a non-tangent circular curve to the right, having a radius of 1,992.92 feet and whose chord bears South 00 degrees 22 minutes 41 seconds West, a distance of 36.43 feet;**
- 5) THENCE Southwesterly, departing said common line and crossing said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike and along said circular curve to the right, through a central angle of 01 degree 02 minutes 51 seconds and an arc distance of 36.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the point of tangency;
- 6) THENCE South 00 degrees 54 minutes 07 seconds West, continuing across said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike, a distance of 650.99 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point;**
- 7) THENCE South 49 degrees 12 minutes 56 seconds East, continuing across said Kirby Road along the easterly right-of-way line of said proposed President George Bush Turnpike, a distance of 24.33 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for the intersection of the easterly right-of-way line of said proposed President George Bush Turnpike with the common line between the easterly right-of-way line of said Kirby Road (same being the east line of said State of Texas tract recorded in Volume 420, Page 848, D.R.D.C.T.) and the westerly line of a tract of land described in Warranty Deed with Vendor's Lien to First Baptist Church of Rowlett, dated August 14, 2000, as recorded in Volume 2000163, Page 1628, D.R.D.C.T.;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

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November 28, 2006

Description for Parcel 10

- 8) THENCE South 00 degrees 21 minutes 52 seconds West, departing the easterly right-of-way line of said proposed President George Bush Turnpike and along said common line, a distance of 3.10 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the northwest end of a corner-clip at the intersection of the easterly right-of-way line of said Kirby Road with the northerly right-of-way line of said Main Street, said point being the northwest corner of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T.;
- 9) THENCE South 70 degrees 37 minutes 17 seconds East, along said corner-clip and along the northeasterly line of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T., a distance of 31.32 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the southeast end of said corner-clip and the east corner of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T., said corner being the beginning of a non-tangent circular curve to the left, having a radius 1,940.08 feet and whose chord bears South 81 degrees 09 minutes 53 seconds West, a distance of 30.00 feet;
- 10) THENCE Southwesterly, along the southerly line of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T. and along said circular curve to the left, through a central angle of 00 degrees 53 minutes 09 seconds and an arc distance of 30.00 feet to the southwest corner of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T.;
- 11) THENCE North 00 degrees 21 minutes 52 seconds East, along the west line of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T., a distance of 2.41 feet to a 1/2-inch set iron rod with cap on the common line between the east line of said State of Texas tract recorded in Volume 420, Page 848, D.R.D.C.T. and the west line of said State of Texas tract recorded in Volume 96087, Page 3547, D.R.D.C.T., said point being the beginning of a non-tangent circular curve to the left, having a radius of 1,945.08 feet and whose chord bears South 83 degrees 49 minutes 34 seconds West, a distance of 13.74 feet;
- 12) THENCE Southwesterly, crossing said Kirby Road along the projected northerly right-of-way line of said Main Street and along said circular curve to the left, through a central angle of 00 degrees 24 minutes 17 seconds and an arc distance of 13.74 feet to an "X"-cut set in concrete for corner;
- 13) THENCE South 79 degrees 33 minutes 26 seconds West, continuing across said Kirby Road along the projected northerly right-of-way line of said Main Street, a distance of 94.82 feet to the point of curvature of a circular curve to the right, having a radius of 2,257.01 feet and whose chord bears South 79 degrees 43 minutes 40 seconds West, a distance of 13.43 feet;

EXHIBIT "A"

County: Dallas
Highway: PGBT From SH 66 To North of IH 30
R.O.W. CSJ: 2964-09-215

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November 28, 2006

Description for Parcel 10

14) THENCE Southwesterly, continuing across said Kirby Road along the projected northerly right-of-way line of said Main Street and along said circular curve to the right, through a central angle of 00 degrees 20 minutes 28 seconds and an arc distance of 13.43 feet to the POINT OF BEGINNING and containing 75,832 square feet [1.741 acres] of land, more or less.

This description accompanies a parcel map of even date herewith.

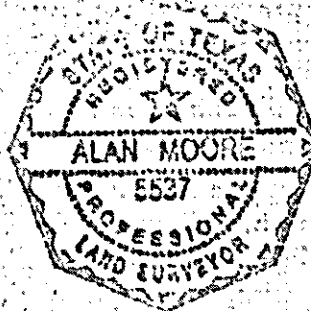
** The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right-of-Way Marker upon the completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is prohibited across the "Control of Access Line" to the highway facility from the adjacent property.

Bearings in this document refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at project control station numbers 130 through 139. The Dallas County scale factor of 1.000136506 as published by the Texas Department of Transportation, Dallas District Office was used for this project.

Alan Moore 11/28/06
Alan Moore, R.P.L.S. Date
Texas Registration No. 5537

DAL-TECH Engineering, Inc.
17311 Dallas Parkway, Suite 300
Dallas, Texas 75248
Phone 972-250-2727 Fax 972-250-4774



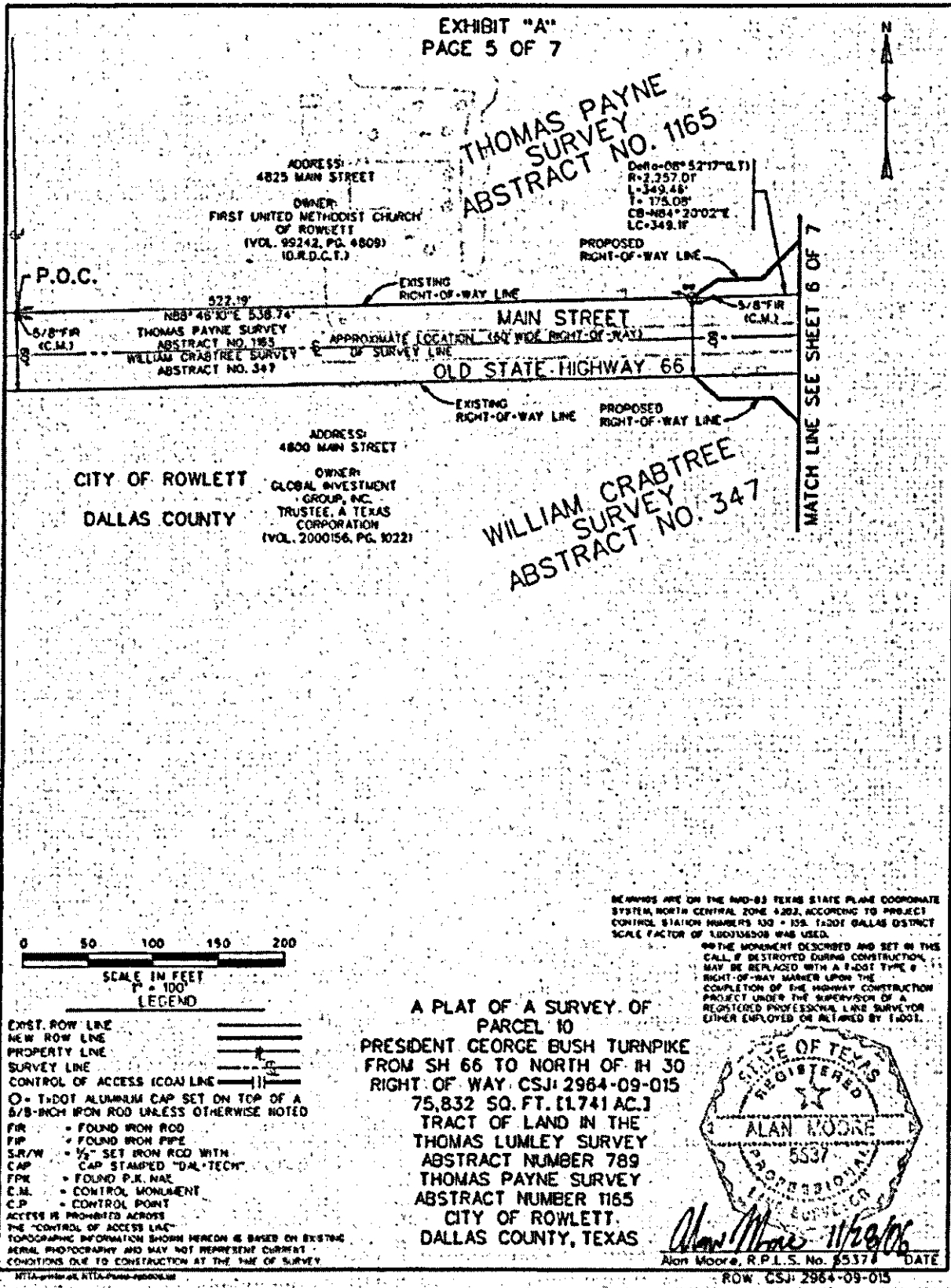
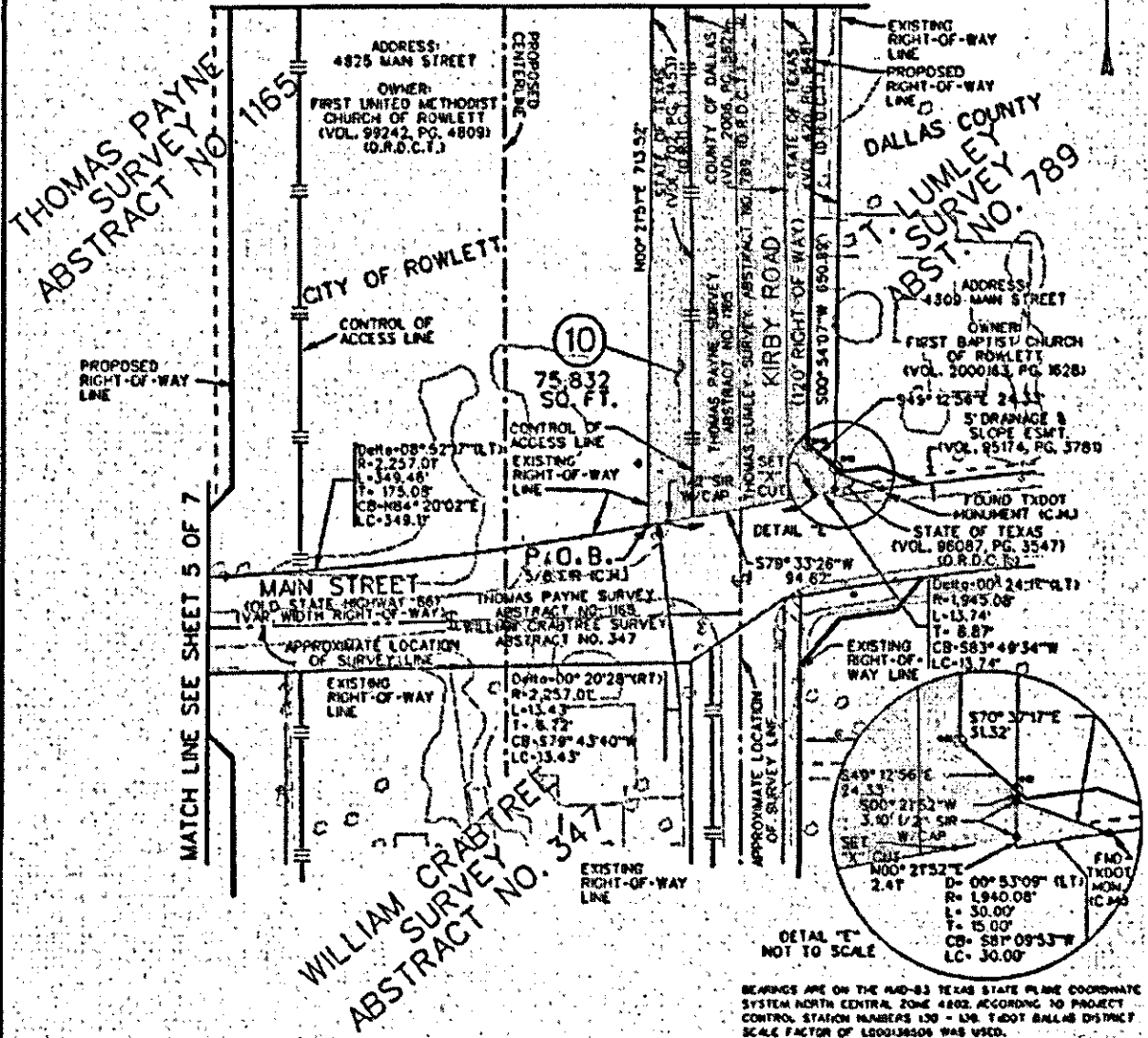


EXHIBIT "A"
PAGE 6 OF 7

MATCH LINE SEE SHEET 7 OF 7



0 50 100 150 200
SCALE IN FEET
LEGEND

EXIST. ROW LINE
NEW ROW LINE
PROPERTY LINE
SURVEY LINE
CONTROL OF ACCESS (COA) LINE
O = 1" DIAL ALUMINUM CAP SET ON TOP OF A 3/8" IRON ROD UNLESS OTHERWISE NOTED
FIR = FOUND IRON ROD
FIP = FOUND IRON PIPE
SIR/W = 1/2" SET IRON ROD WITH CAP
CAP = CAP STAMPED "DAL-TECH"
FPR = FOUND P.R. NAIL
C.M. = CONTROL MONUMENT
C.P. = CONTROL POINT
ACCESS IS PROHIBITED ACROSS THE "CONTROL OF ACCESS LINE"
TOPOGRAPHIC INFORMATION SHOWN HEREON IS BASED ON EXISTING AERIAL PHOTOGRAPHY AND MAY NOT REPRESENT CURRENT CONDITIONS DUE TO CONSTRUCTION AT THE TIME OF SURVEY
NTA-00000000, NTA-00000000

A PLAT OF A SURVEY OF
PARCEL 10
PRESIDENT GEORGE BUSH TURNPIKE
FROM SH 66 TO NORTH OF IH 30
RIGHT OF WAY CSJ: 2964-09-015
75,832 SQ. FT. [1.741 AC.]
TRACT OF LAND IN THE
THOMAS LUMLEY SURVEY
ABSTRACT NUMBER 789
THOMAS PAYNE SURVEY
ABSTRACT NUMBER 1165
CITY OF ROWLETT
DALLAS COUNTY, TEXAS

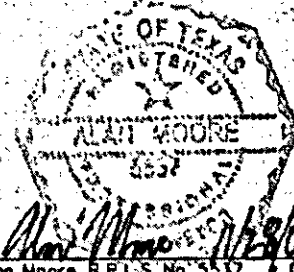


Exhibit B

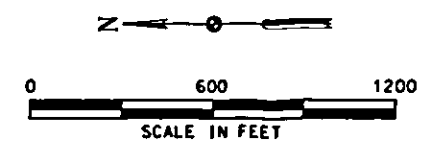
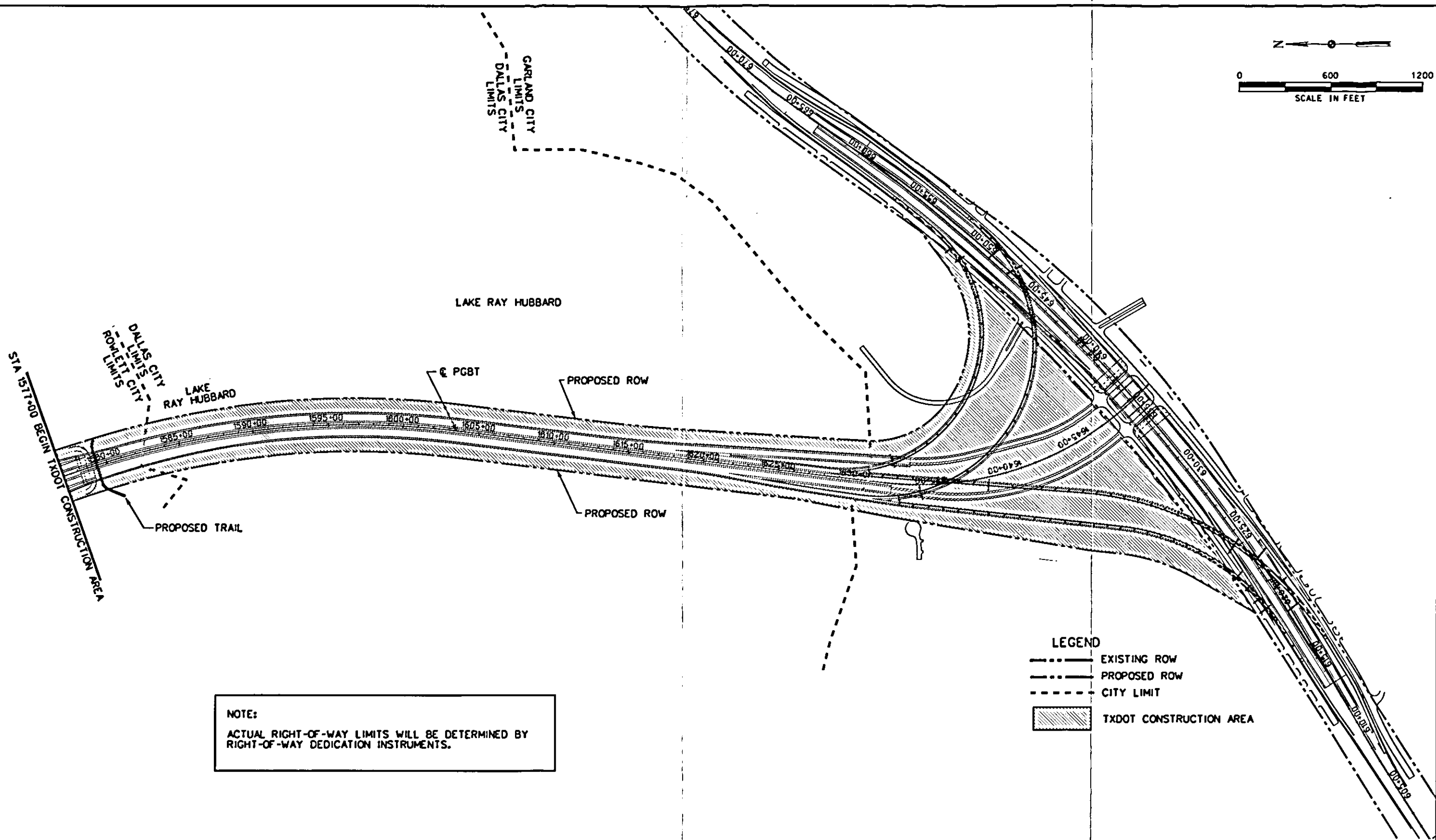
Delivered Materials (Section 4)

- Existing right-of-way maps for SH 66 and I-30 at proposed SH 190 interchanges
- Right-of-way funding agreements between TxDOT and cities of Garland, Rowlett and Sachse for SH 190
- Record drawings for SH 78, SH 66 at proposed SH 190 interchanges
- Interim, final, plan revisions and record plans for I-30/SH 190 Interchange and bridge over Lake Ray Hubbard
- Aesthetic studies for I-30/SH 190 interchange and bridge over Lake Ray Hubbard
- Signalization and maintenance agreements between TxDOT and cities of Garland, Rowlett and Sachse
- Any other agreements between TxDOT and cities of Garland, Rowlett, Sachse and Dallas, Dallas County, USACE, FHWA, TCEQ or other entities that pertain to the environmental commitments, design, construction, operation or maintenance of SH 190 between SH 78 and I-30
- Copy of TxDOT's spill prevention and emergency response plans for the bridge over Lake Ray Hubbard during construction

Exhibit C

TxDOT Structures
(I-30 Interchange and Lake Ray Hubbard Bridge)
[Section 6]

[see following page]



SHEET 1 OF 1



September 18, 2007

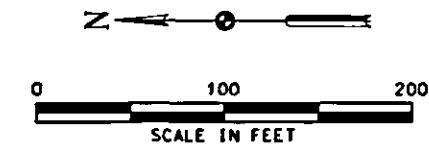
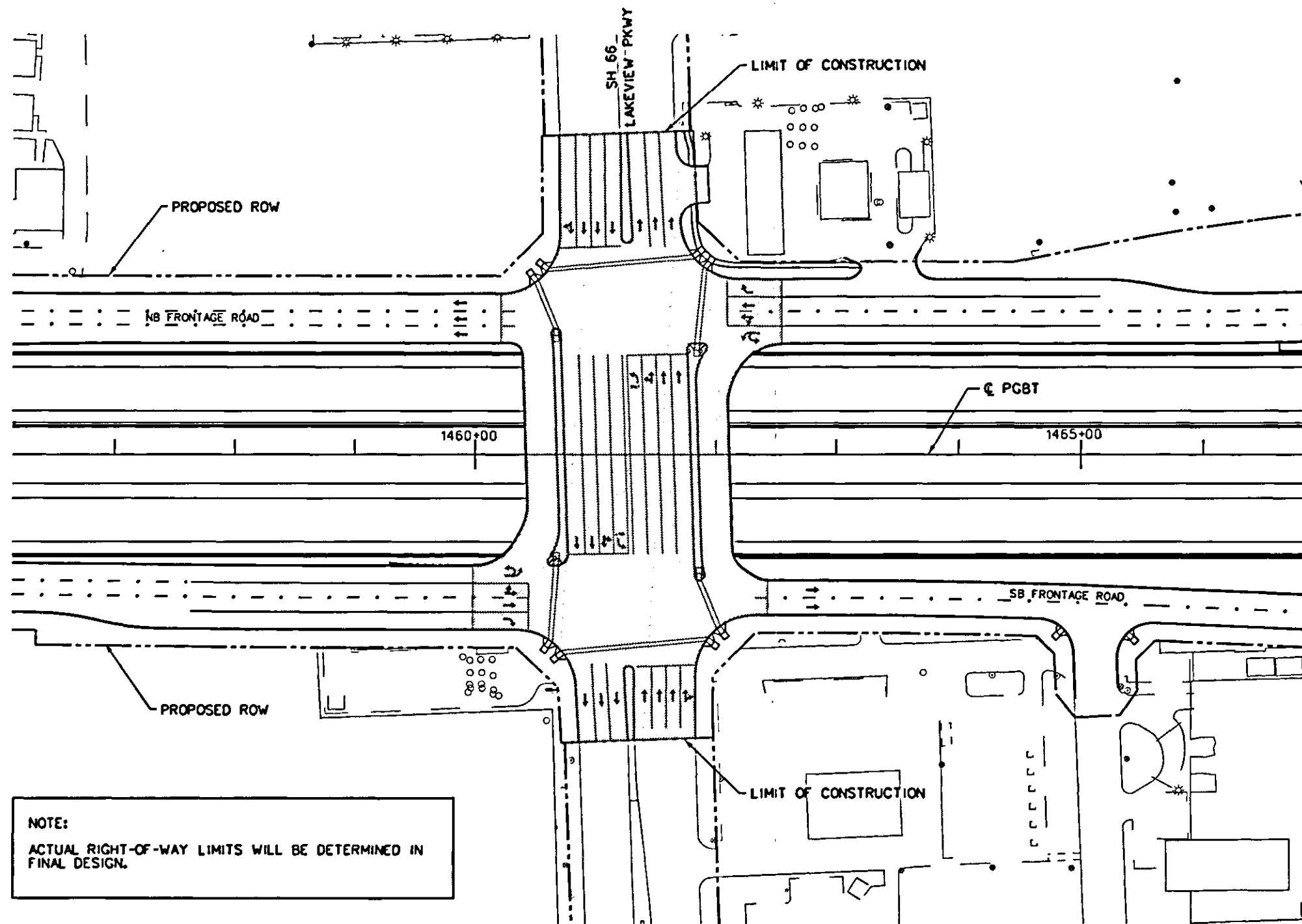
EXHIBIT C TXDOT STRUCTURES



Exhibit D

Separate Structures
(SH 66 Interchange)
[Section 7]

[see following page]



- LEGEND**
- EXISTING ROW
 - PROPOSED ROW
 - ▭ NTTA RIGHT-OF-WAY

NOTE:
ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED IN FINAL DESIGN.

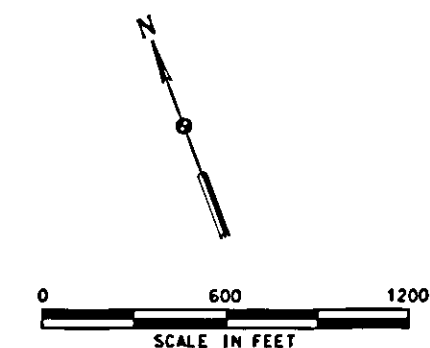
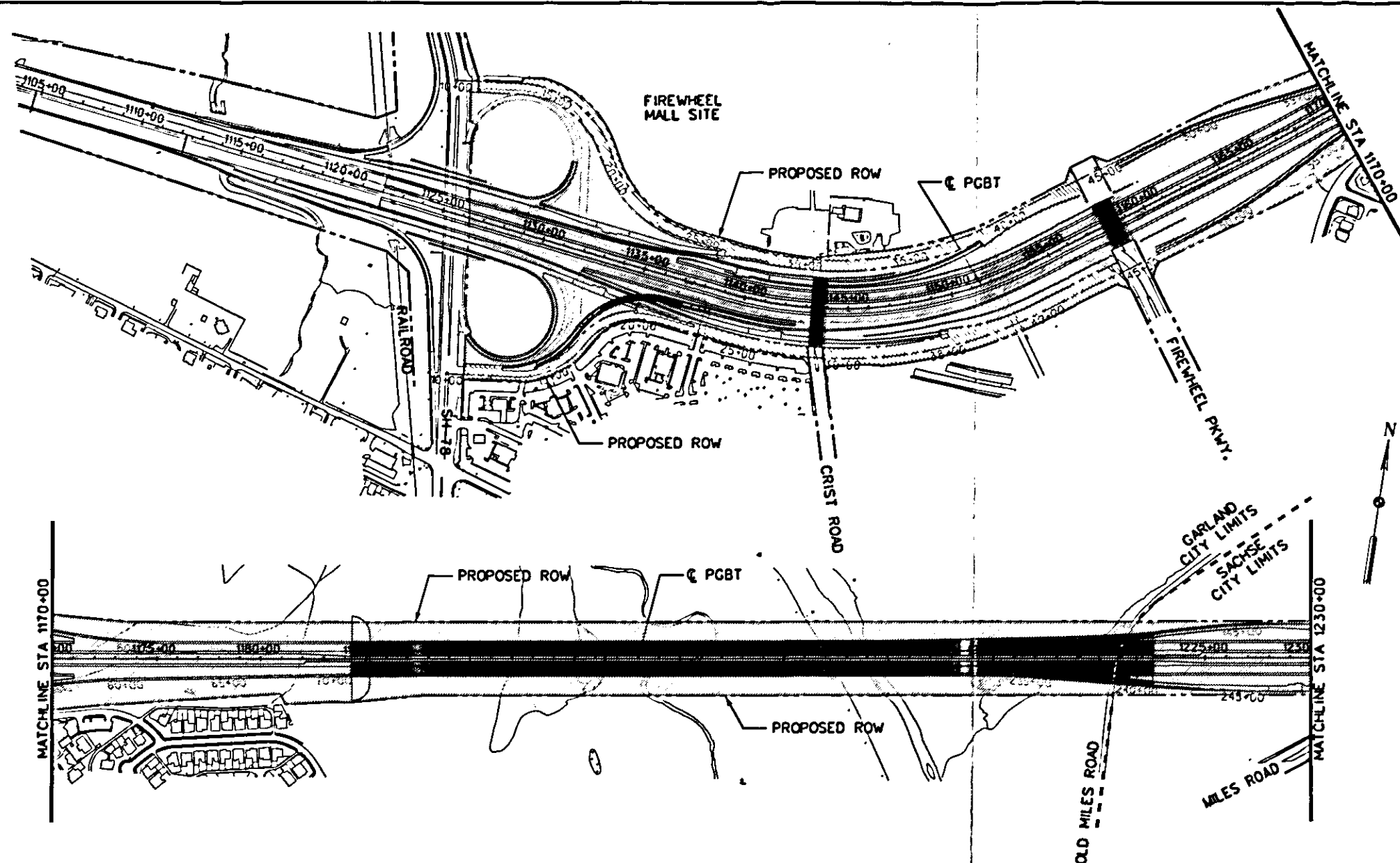
SH 66 / LAKEVIEW PARKWAY

SHEET 1 OF 1

Exhibit E

NTTA/TxDOT Right-of-Way Limits
(Maintenance Limits [Section 14]
and TxDOT Conveyance Boundary [Section 16])

[see following pages]



LEGEND

- EXISTING ROW
- PROPOSED ROW
- CITY LIMIT
- NTTA RIGHT-OF-WAY
- BRIDGES
- TXDOT RIGHT-OF-WAY

NOTE:

ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED BY RIGHT-OF-WAY DEDICATION INSTRUMENTS.

SERVICE ROAD LANE MILES

DESCRIPTION	SERVICE ROAD STATION		# OF LANES	CURRENT LANE MILES
	FROM	TO		
SH 78 TO FIREWHEEL PARKWAY-EB	10+82	20+00	2	0.35
	20+00	44+09	3	1.37
SH 78 TO FIREWHEEL PARKWAY-WB	10+74	43+71	3	1.87
SHEET TOTAL				3.59
GRAND TOTAL				23.72

SHEET 1 OF 8

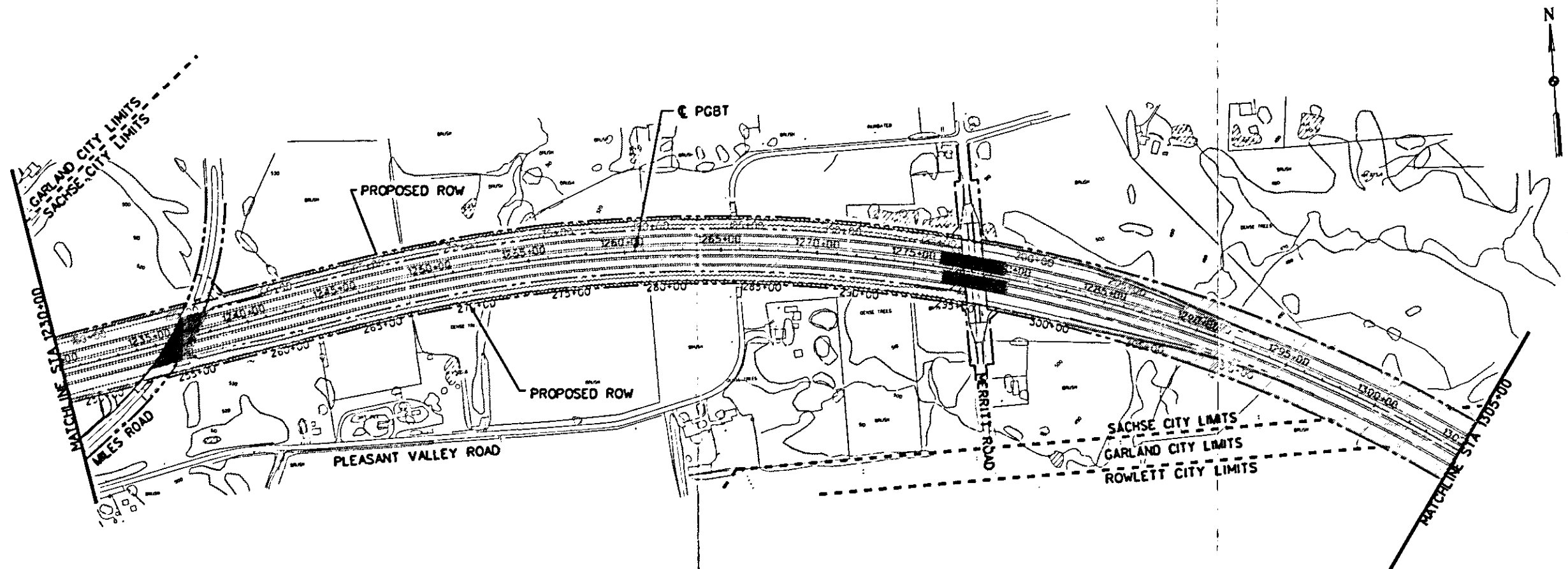
NTTA
NORTH TEXAS TOLLWAY AUTHORITY



September 18, 2007

EXHIBIT E NTTA / TXDOT RIGHT-OF-WAY LIMITS

HNTB HNTB Corporation
The HNTB Companies
Engineers Architects Planners



NOTE:

ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED BY
RIGHT-OF-WAY DEDICATION INSTRUMENTS.

SERVICE ROAD LANE MILES

DESCRIPTION	SERVICE ROAD STATION		# OF LANES	CURRENT LANE MILES	LANE MILES W/ FUTURE THIRD LANE
	FROM	TO			
MILES ROAD TO MERRITT ROAD - EB	253+60	295+58	2	1.59	2.38
MILES ROAD TO MERRITT ROAD - WB	156+46	196+09	2	1.50	2.25
SHEET TOTAL				3.09	4.63
GRAND TOTAL				23.72	28.35

LEGEND

- EXISTING ROW
- - - PROPOSED ROW
- - - CITY LIMIT
- NTTA RIGHT-OF-WAY
- BRIDGES
- TXDOT RIGHT-OF-WAY



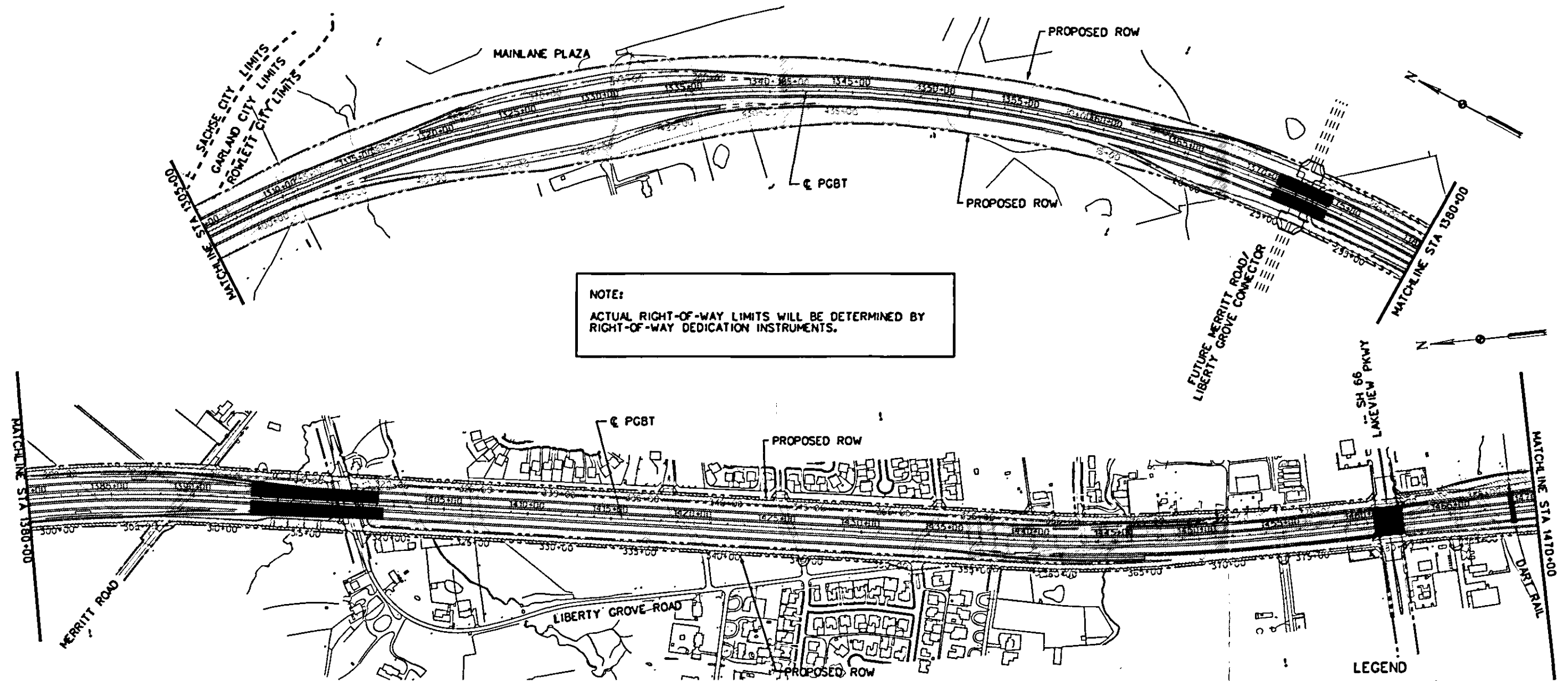
SHEET 2 OF 8



September 18, 2007

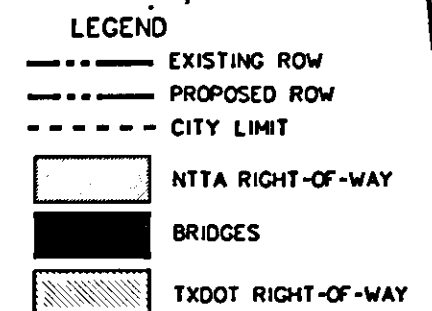
EXHIBIT E
NTTA / TXDOT RIGHT-OF-WAY LIMITS





SERVICE ROAD LANE MILES

DESCRIPTION	SERVICE ROAD STATION		# OF LANES	CURRENT LANE MILES
	FROM	TO		
FUTURE MERRITT ROAD/LIBERTY GROVE CONNECTOR TO MATCHLINE - SB	292+15	365+00	2	2.76
	365+00	380+40	3	0.88
	380+40	388+44	2	0.30
FUTURE MERRITT ROAD/LIBERTY GROVE CONNECTOR TO MATCHLINE - NB	291+13	370+00	2	2.99
	370+00	387+86	3	1.01
SHEET TOTAL				7.94
GRAND TOTAL				23.72



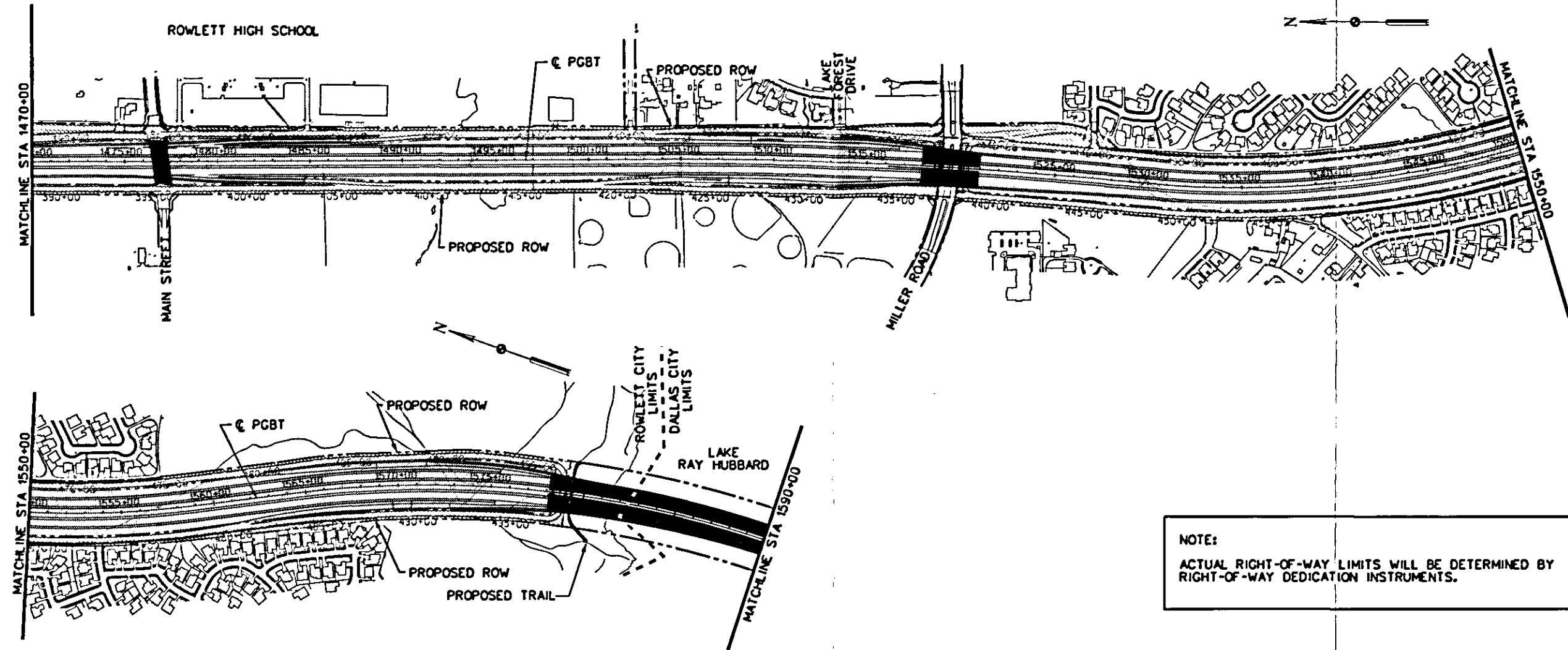
SHEET 3 OF 8



September 18, 2007

EXHIBIT E NTTA / TXDOT RIGHT-OF-WAY LIMITS





NOTE:
ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED BY
RIGHT-OF-WAY DEDICATION INSTRUMENTS.

SERVICE ROAD LANE MILES

DESCRIPTION	SERVICE ROAD STATION		# OF LANES	CURRENT LANE MILES
	FROM	TO		
MATCHLINE TO ROWLETT/DALLAS CITY LIMITS - SB	388+45	403+16	2	0.56
	403+16	421+77	3	1.06
	421+77	497+80	2	2.88
MATCHLINE TO ROWLETT/DALLAS CITY LIMITS - NB	387+91	395+00	3	0.40
	395+00	405+18	2	0.39
	405+18	423+40	3	1.04
	423+40	496+76	2	2.78
SHEET TOTAL				9.10
GRAND TOTAL				23.72

- LEGEND
- EXISTING ROW
 - PROPOSED ROW
 - CITY LIMIT
 - NTTA RIGHT-OF-WAY
 - BRIDGES
 - TXDOT RIGHT-OF-WAY



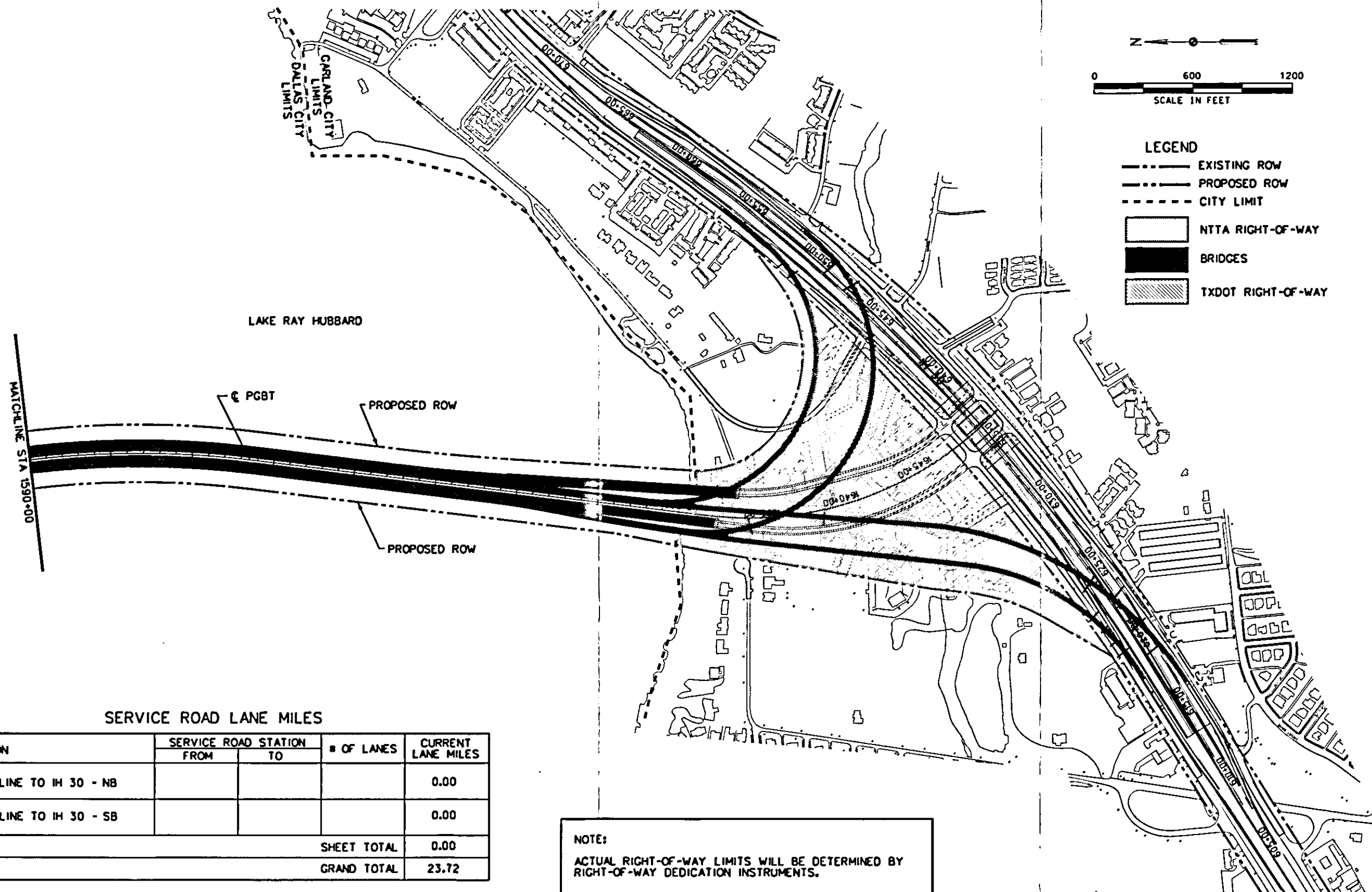
SHEET 4 OF 8



September 18, 2007

EXHIBIT E NTTA / TXDOT RIGHT-OF-WAY LIMITS





SERVICE ROAD LANE MILES

DESCRIPTION	SERVICE ROAD STATION		# OF LANES	CURRENT LANE MILES
	FROM	TO		
MATCHLINE TO IH 30 - NB				0.00
MATCHLINE TO IH 30 - SB				0.00
SHEET TOTAL				0.00
GRAND TOTAL				23.72

NOTE:
ACTUAL RIGHT-OF-WAY LIMITS WILL BE DETERMINED BY
RIGHT-OF-WAY DEDICATION INSTRUMENTS.

SHEET 5 OF 8

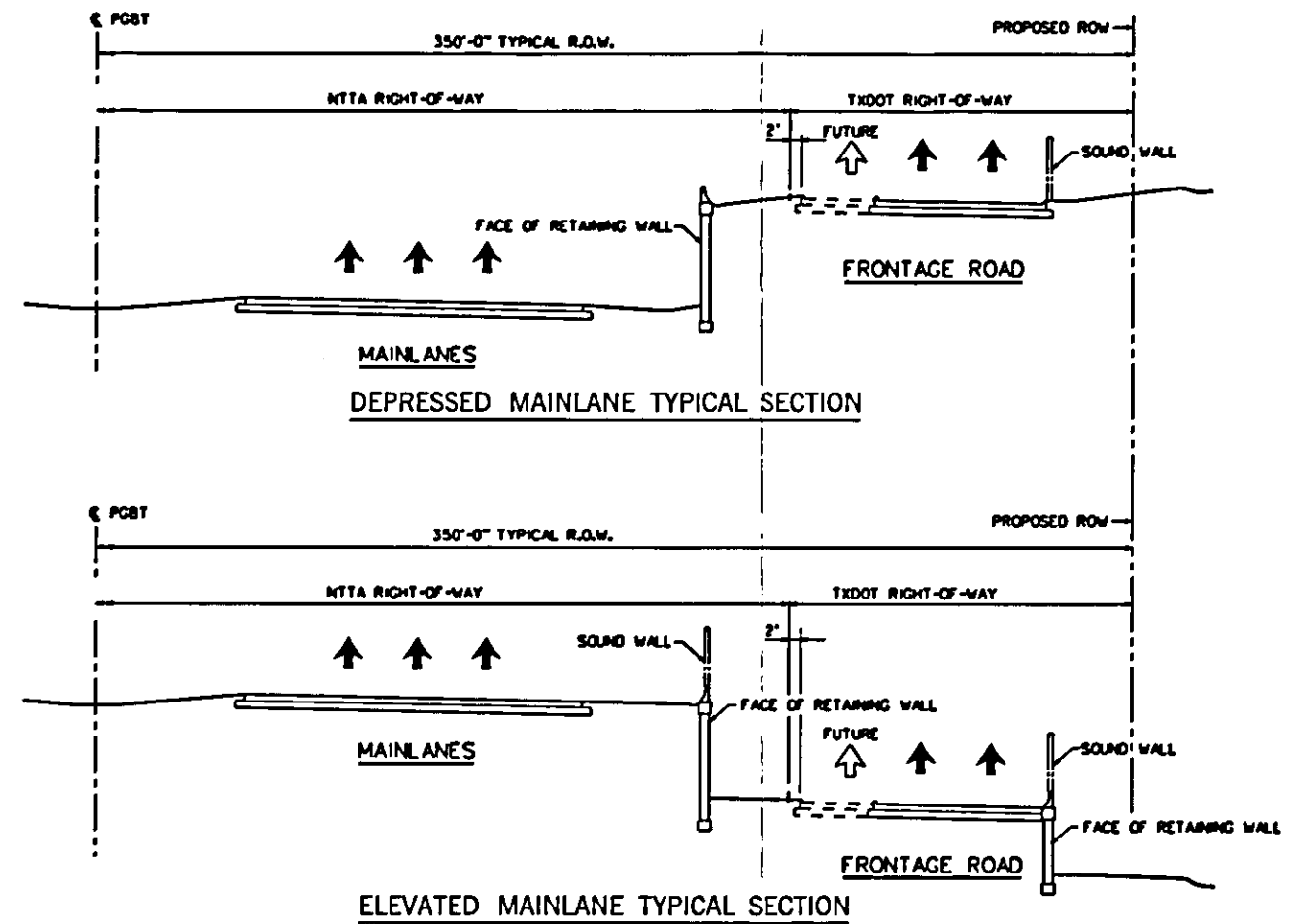
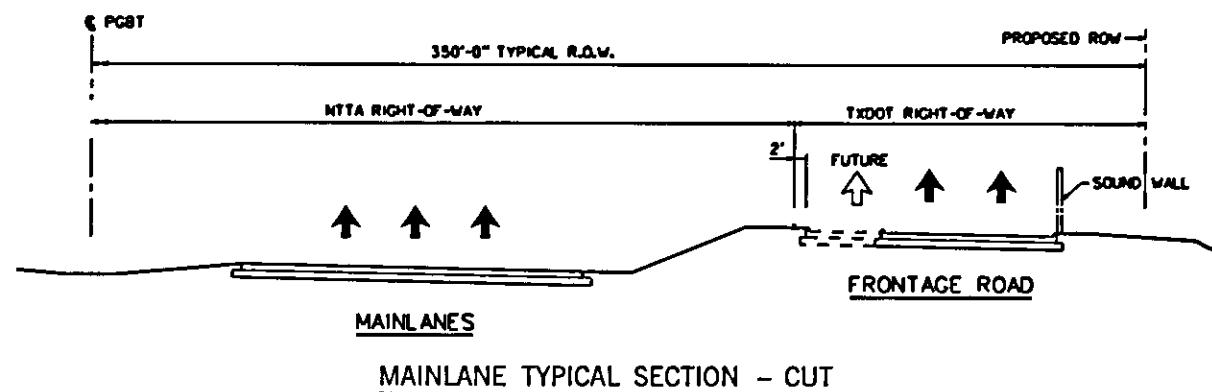
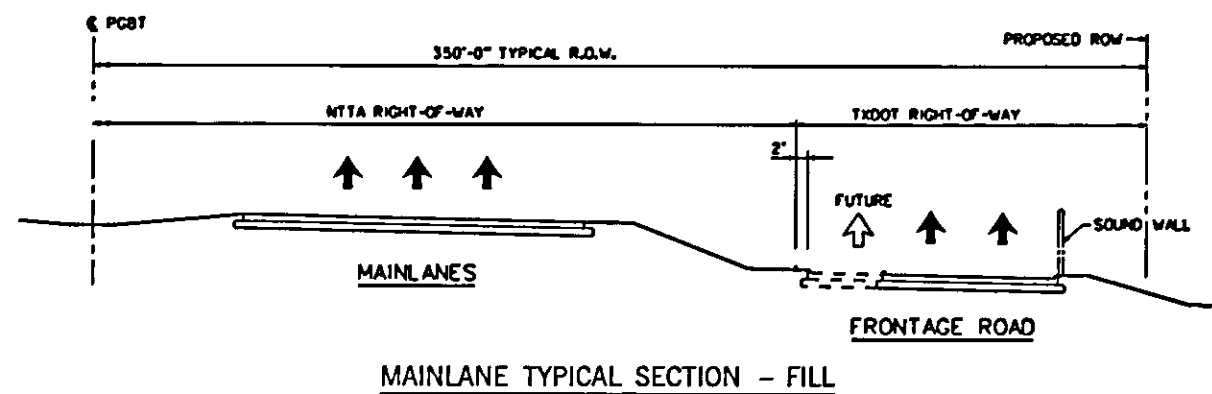
NTTA
NORTH TEXAS TOLLWAY AUTHORITY

**PRESIDENT
GEORGE BUSH
TURNPIKE**

September 18, 2007

EXHIBIT E
NTTA / TXDOT RIGHT-OF-WAY LIMITS

HNTB HNTB Corporation
The HNTB Companies
Engineers Architects Planners



NOTE:
ALL AMENITIES SHOWN IN THE ABOVE TYPICAL SECTIONS,
SUCH AS SOUND WALLS, MAY NOT BE PRESENT
THROUGHOUT THE PROJECT.

SHEET 6 OF 8

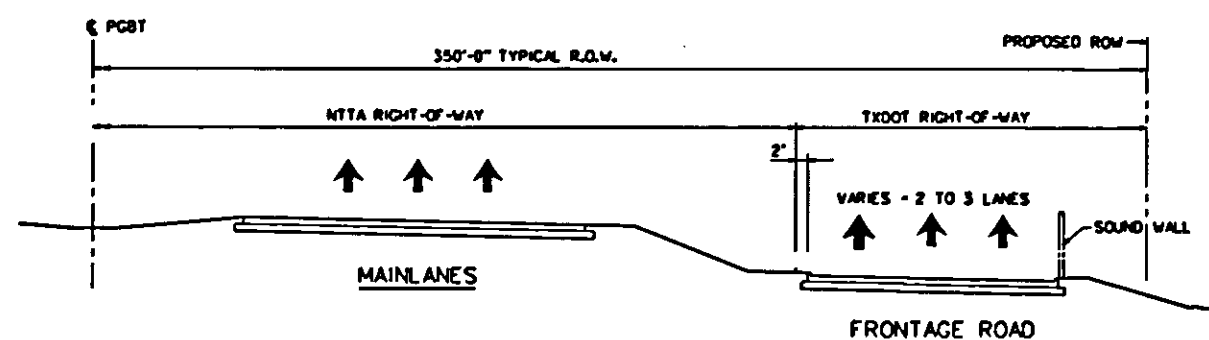
NTTA
NORTH TEXAS TOLLWAY AUTHORITY



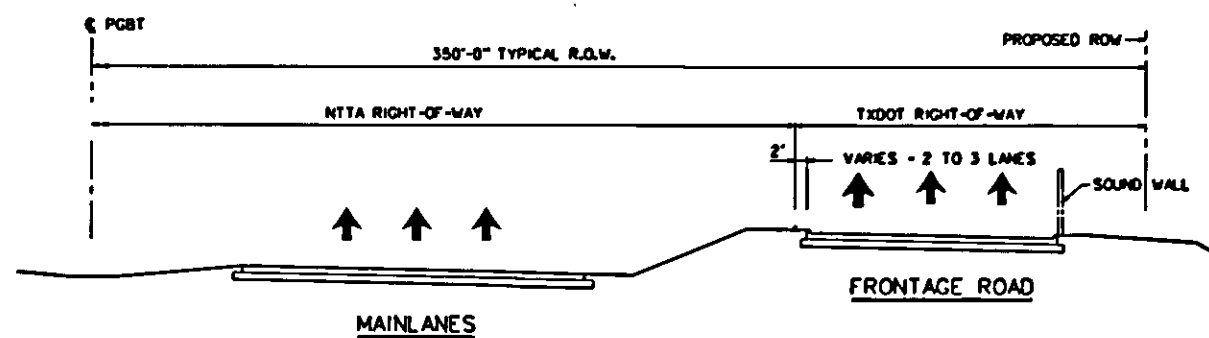
September 18, 2007

EXHIBIT E NTTA / TXDOT RIGHT-OF-WAY LIMITS FROM MILES ROAD TO MERRITT ROAD

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners

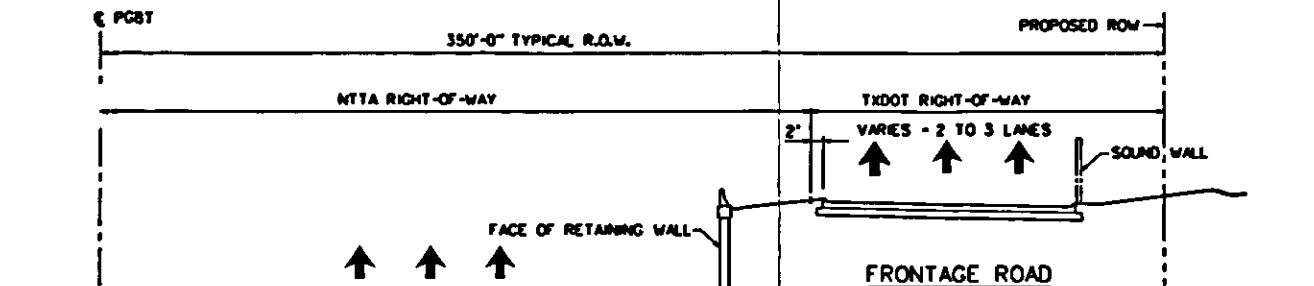


MAINLANE TYPICAL SECTION - FILL

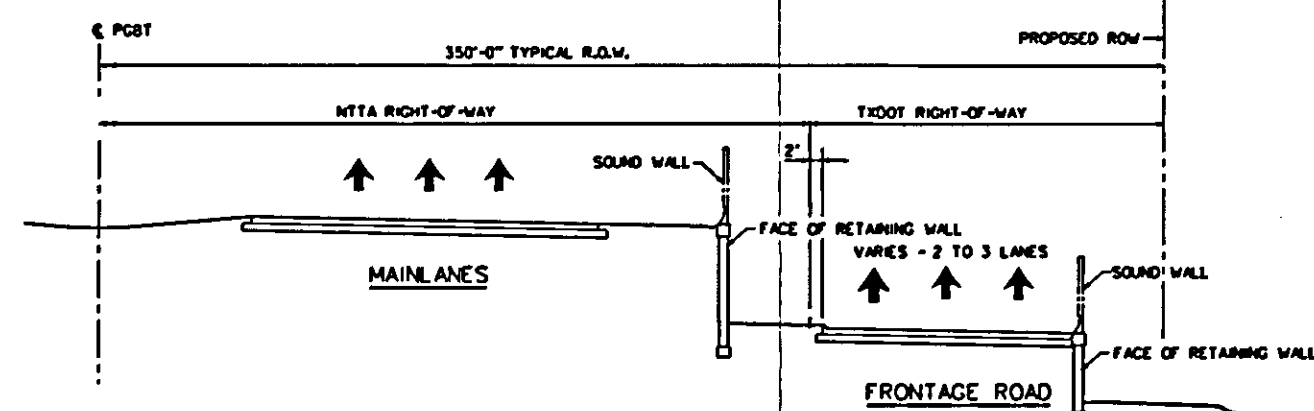


MAINLANE TYPICAL SECTION - CUT

NOTE:
ALL AMENITIES SHOWN IN THE ABOVE TYPICAL SECTIONS,
SUCH AS SOUND WALLS, MAY NOT BE PRESENT
THROUGHOUT THE PROJECT.



DEPRESSED MAINLANE TYPICAL SECTION



ELEVATED MAINLANE TYPICAL SECTION

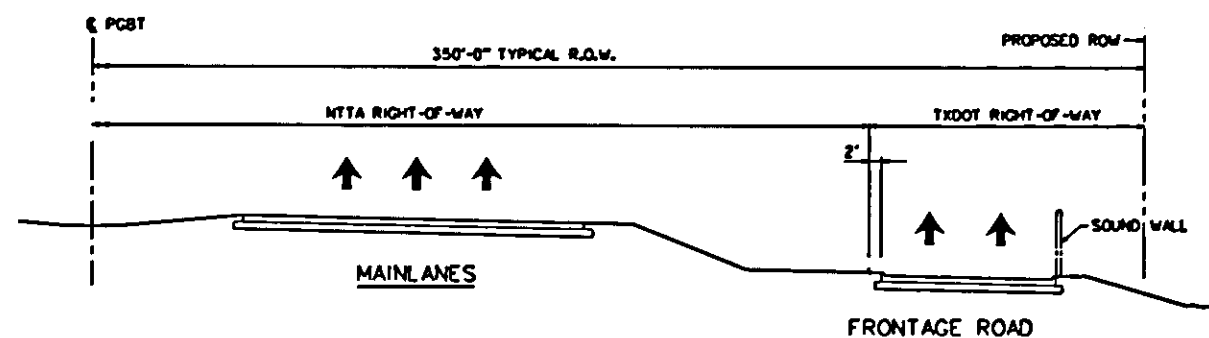
SHEET 7 OF 8



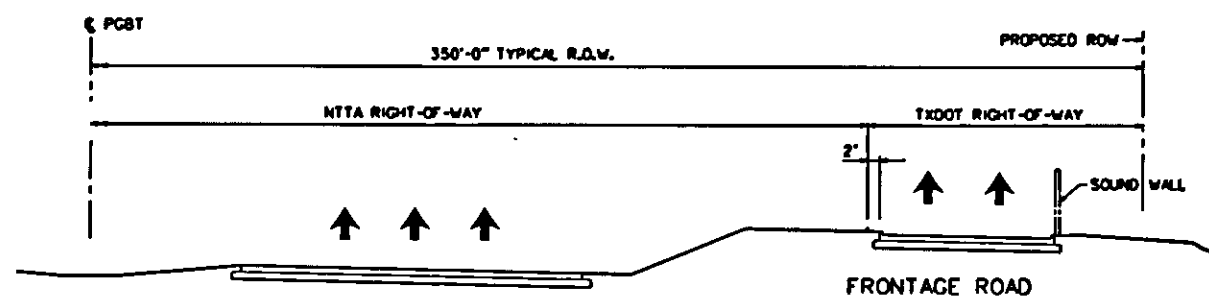
September 18, 2007

EXHIBIT E NTTA / TXDOT RIGHT-OF-WAY LIMITS FROM SH78 TO FIREWHEEL PARKWAY FROM SH 66 TO MILLER ROAD



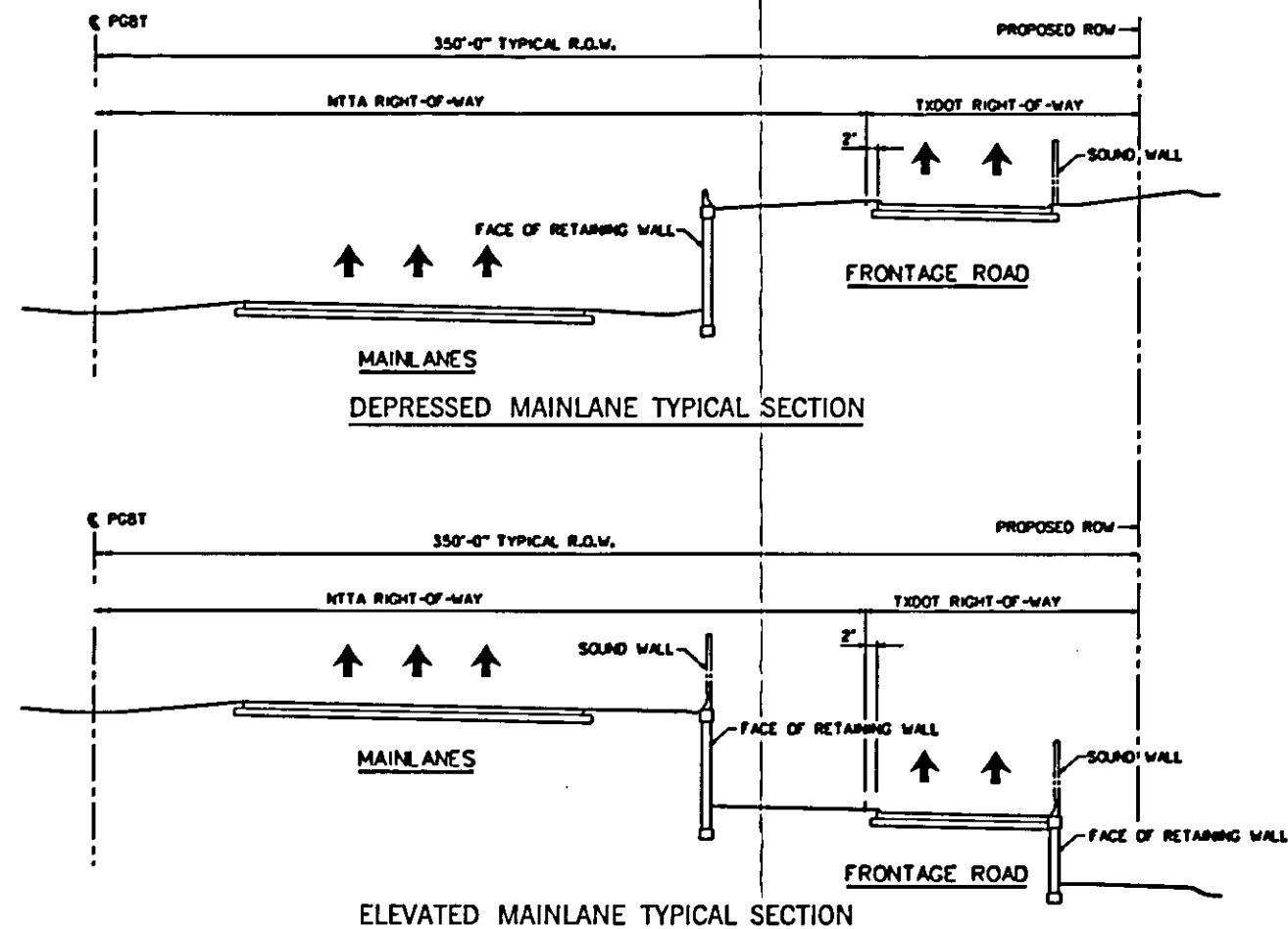


MAINLANE TYPICAL SECTION - FILL

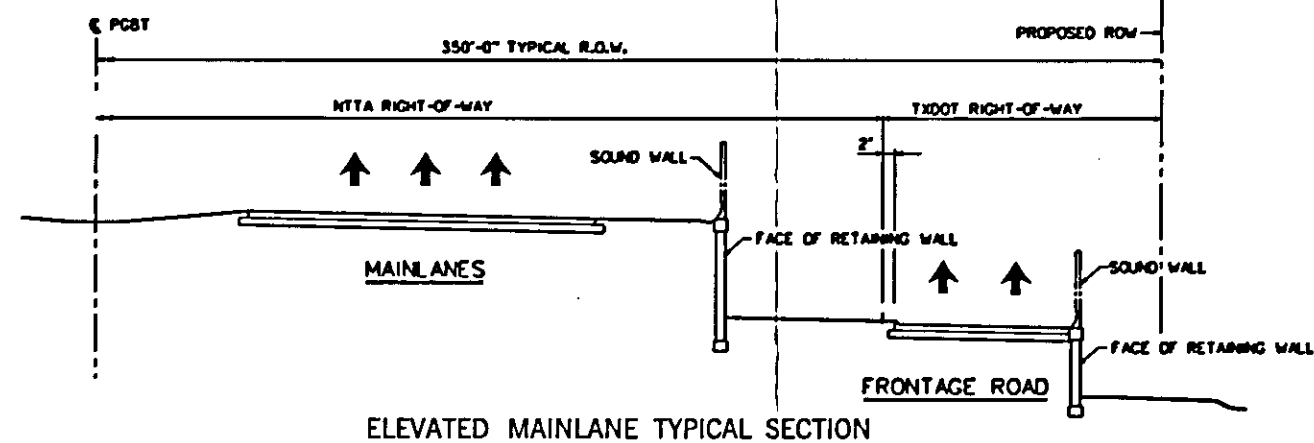


MAINLANE TYPICAL SECTION - CUT

NOTE:
ALL AMENITIES SHOWN IN THE ABOVE TYPICAL SECTIONS,
SUCH AS SOUND WALLS, MAY NOT BE PRESENT
THROUGHOUT THE PROJECT.



DEPRESSED MAINLANE TYPICAL SECTION



ELEVATED MAINLANE TYPICAL SECTION

SHEET 8 OF 8

NTTA
NORTH TEXAS TOLLWAY AUTHORITY



September 18, 2007

EXHIBIT E
NTTA / TXDOT RIGHT-OF-WAY LIMITS
FROM FUTURE MERRITT ROAD/LIBERTY GROVE CONNECTOR TO SH66
FROM MILLER ROAD TO NORTH SHORE LAKE RAY HUBBARD

HNTB
HNTB Corporation
The HNTB Companies
Engineers Architects Planners

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

Unified Toll Schedule (Rounded to the Highest Nickel)
Opening Year Toll Rate=\$0.145 per mile
Increasing at 3.0% Every Five Years

2010 PGBT EE Toll Rate										
Toll Ramps	Two-Axle Passenger Cars and Trucks		Three-Axle Vehicle Combinations		Four-Axle Vehicle Combinations		Five-Axle Vehicle Combinations		Six-Axle Vehicle Combinations	
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
	\$0.35	\$0.45	\$0.70	\$0.90	\$1.05	\$1.35	\$1.40	\$1.80	\$1.75	\$2.25
Miller Road	\$0.40	\$0.50	\$0.80	\$1.00	\$1.20	\$1.50	\$1.60	\$2.00	\$2.00	\$2.50
Main Street	\$1.00	\$1.25	\$2.00	\$2.50	\$3.00	\$3.75	\$4.00	\$5.00	\$5.00	\$6.25
Merritt Road	\$1.45	\$1.85	\$2.90	\$3.70	\$4.35	\$5.55	\$5.80	\$7.40	\$7.25	\$9.25
Mainlane Plaza 5	\$0.35	\$0.45	\$0.70	\$0.90	\$1.05	\$1.35	\$1.40	\$1.80	\$1.75	\$2.25
Miles Road	\$0.35	\$0.45	\$0.70	\$0.90	\$1.05	\$1.35	\$1.40	\$1.80	\$1.75	\$2.25
Northeast Pkwy	\$0.35	\$0.45	\$0.70	\$0.90	\$1.05	\$1.35	\$1.40	\$1.80	\$1.75	\$2.25
Crist Road	\$0.35	\$0.45	\$0.70	\$0.90	\$1.05	\$1.35	\$1.40	\$1.80	\$1.75	\$2.25

2015 PGBT EE Toll Rate										
Toll Ramps	Two-Axle Passenger Cars and Trucks		Three-Axle Vehicle Combinations		Four-Axle Vehicle Combinations		Five-Axle Vehicle Combinations		Six-Axle Vehicle Combinations	
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
	\$0.45	\$0.60	\$0.90	\$1.20	\$1.35	\$1.80	\$1.80	\$2.40	\$2.25	\$3.00
Miller Road	\$0.50	\$0.65	\$1.00	\$1.30	\$1.50	\$1.95	\$2.00	\$2.60	\$2.50	\$3.25
Main Street	\$1.20	\$1.50	\$2.40	\$3.00	\$3.60	\$4.50	\$4.80	\$6.00	\$6.00	\$7.50
Merritt Road	\$1.70	\$2.15	\$3.40	\$4.30	\$5.10	\$6.45	\$6.80	\$8.60	\$8.50	\$10.75
Mainlane Plaza 5	\$0.45	\$0.60	\$0.90	\$1.20	\$1.35	\$1.80	\$1.80	\$2.40	\$2.25	\$3.00
Miles Road	\$0.45	\$0.60	\$0.90	\$1.20	\$1.35	\$1.80	\$1.80	\$2.40	\$2.25	\$3.00
Northeast Pkwy	\$0.45	\$0.60	\$0.90	\$1.20	\$1.35	\$1.80	\$1.80	\$2.40	\$2.25	\$3.00
Crist Road	\$0.45	\$0.60	\$0.90	\$1.20	\$1.35	\$1.80	\$1.80	\$2.40	\$2.25	\$3.00

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

Unified Toll Schedule (Rounded to the Highest Nickel)
Opening Year Toll Rate=\$0.145 per mile
Increasing at 3.0% Every Five Years

Toll Ramps	2020 PGBT EE Toll Rate											
	Two-Axle		Three-Axle		Four-Axle		Five-Axle		Six-Axle			
	Passenger Cars and Trucks		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations	
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$0.55	\$0.70	\$1.10	\$1.40	\$1.65	\$2.10	\$2.20	\$2.80	\$2.75	\$3.50		
Main Street	\$0.60	\$0.75	\$1.20	\$1.50	\$1.80	\$2.25	\$2.40	\$3.00	\$3.00	\$3.75		
Merritt Road	\$1.40	\$1.75	\$2.80	\$3.50	\$4.20	\$5.25	\$5.60	\$7.00	\$7.00	\$8.75		
Mainlane Plaza 5	\$2.00	\$2.50	\$4.00	\$5.00	\$6.00	\$7.50	\$8.00	\$10.00	\$10.00	\$12.50		
Miles Road	\$0.55	\$0.70	\$1.10	\$1.40	\$1.65	\$2.10	\$2.20	\$2.80	\$2.75	\$3.50		
Northeast Pkwy	\$0.55	\$0.70	\$1.10	\$1.40	\$1.65	\$2.10	\$2.20	\$2.80	\$2.75	\$3.50		
Crist Road	\$0.55	\$0.70	\$1.10	\$1.40	\$1.65	\$2.10	\$2.20	\$2.80	\$2.75	\$3.50		

Toll Ramps	2025 PGBT EE Toll Rate											
	Two-Axle		Three-Axle		Four-Axle		Five-Axle		Six-Axle			
	Passenger Cars and Trucks		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations	
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$0.65	\$0.85	\$1.30	\$1.70	\$1.95	\$2.55	\$2.60	\$3.40	\$3.25	\$4.25		
Main Street	\$0.70	\$0.90	\$1.40	\$1.80	\$2.10	\$2.70	\$2.80	\$3.60	\$3.50	\$4.50		
Merritt Road	\$1.65	\$2.10	\$3.30	\$4.20	\$4.95	\$6.30	\$6.60	\$8.40	\$8.25	\$10.50		
Mainlane Plaza 5	\$2.35	\$2.95	\$4.70	\$5.90	\$7.05	\$8.85	\$9.40	\$11.80	\$11.75	\$14.75		
Miles Road	\$0.65	\$0.85	\$1.30	\$1.70	\$1.95	\$2.55	\$2.60	\$3.40	\$3.25	\$4.25		
Northeast Pkwy	\$0.65	\$0.85	\$1.30	\$1.70	\$1.95	\$2.55	\$2.60	\$3.40	\$3.25	\$4.25		
Crist Road	\$0.65	\$0.85	\$1.30	\$1.70	\$1.95	\$2.55	\$2.60	\$3.40	\$3.25	\$4.25		

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

Unified Toll Schedule (Rounded to the Highest Nickel)
Opening Year Toll Rate=\$0.145 per mile
Increasing at 3.0% Every Five Years

	2030 PGBT EE Toll Rate									
	Two-Axle		Three-Axle		Four-Axle		Five-Axle		Six-Axle	
	Passenger Cars and Trucks		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations	
Toll Ramps	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$0.80	\$1.00	\$1.60	\$2.00	\$2.40	\$3.00	\$3.20	\$4.00	\$4.00	\$5.00
Main Street	\$0.85	\$1.10	\$1.70	\$2.20	\$2.55	\$3.30	\$3.40	\$4.40	\$4.25	\$5.50
Merritt Road	\$1.95	\$2.45	\$3.90	\$4.90	\$5.85	\$7.35	\$7.80	\$9.80	\$9.75	\$12.25
Mainlane Plaza 5	\$2.75	\$3.45	\$5.50	\$6.90	\$8.25	\$10.35	\$11.00	\$13.80	\$13.75	\$17.25
Miles Road	\$0.80	\$1.00	\$1.60	\$2.00	\$2.40	\$3.00	\$3.20	\$4.00	\$4.00	\$5.00
Northeast Pkwy	\$0.80	\$1.00	\$1.60	\$2.00	\$2.40	\$3.00	\$3.20	\$4.00	\$4.00	\$5.00
Crist Road	\$0.80	\$1.00	\$1.60	\$2.00	\$2.40	\$3.00	\$3.20	\$4.00	\$4.00	\$5.00

	2035 PGBT EE Toll Rate									
	Two-Axle		Three-Axle		Four-Axle		Five-Axle		Six-Axle	
	Passenger Cars and Trucks		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations		Vehicle Combinations	
Toll Ramps	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$0.95	\$1.20	\$1.90	\$2.40	\$2.85	\$3.60	\$3.80	\$4.80	\$4.75	\$6.00
Main Street	\$1.00	\$1.25	\$2.00	\$2.50	\$3.00	\$3.75	\$4.00	\$5.00	\$5.00	\$6.25
Merritt Road	\$2.30	\$2.90	\$4.60	\$5.80	\$6.90	\$8.70	\$9.20	\$11.60	\$11.50	\$14.50
Mainlane Plaza 5	\$3.20	\$4.00	\$6.40	\$8.00	\$9.60	\$12.00	\$12.80	\$16.00	\$16.00	\$20.00
Miles Road	\$0.95	\$1.20	\$1.90	\$2.40	\$2.85	\$3.60	\$3.80	\$4.80	\$4.75	\$6.00
Northeast Pkwy	\$0.95	\$1.20	\$1.90	\$2.40	\$2.85	\$3.60	\$3.80	\$4.80	\$4.75	\$6.00
Crist Road	\$0.95	\$1.20	\$1.90	\$2.40	\$2.85	\$3.60	\$3.80	\$4.80	\$4.75	\$6.00

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

Unified Toll Schedule (Rounded to the Highest Nickel)
Opening Year Toll Rate=\$0.145 per mile
Increasing at 3.0% Every Five Years

Toll Ramps	2040 PGBT EE Toll Rate											
	Two-Axle Passenger Cars and Trucks		Three-Axle Vehicle Combinations		Four-Axle Vehicle Combinations		Five-Axle Vehicle Combinations		Six-Axle Vehicle Combinations			
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$1.15	\$1.45	\$2.30	\$2.90	\$3.45	\$4.35	\$4.60	\$5.80	\$5.75	\$7.25		
Main Street	\$1.20	\$1.50	\$2.40	\$3.00	\$3.60	\$4.50	\$4.80	\$6.00	\$6.00	\$7.50		
Merritt Road	\$2.70	\$3.40	\$5.40	\$6.80	\$8.10	\$10.20	\$10.80	\$13.60	\$13.50	\$17.00		
Mainlane Plaza 5	\$3.75	\$4.70	\$7.50	\$9.40	\$11.25	\$14.10	\$15.00	\$18.80	\$18.75	\$23.50		
Miles Road	\$1.15	\$1.45	\$2.30	\$2.90	\$3.45	\$4.35	\$4.60	\$5.80	\$5.75	\$7.25		
Northeast Pkwy	\$1.15	\$1.45	\$2.30	\$2.90	\$3.45	\$4.35	\$4.60	\$5.80	\$5.75	\$7.25		
Crist Road	\$1.15	\$1.45	\$2.30	\$2.90	\$3.45	\$4.35	\$4.60	\$5.80	\$5.75	\$7.25		

Toll Ramps	2045 PGBT EE Toll Rate											
	Two-Axle Passenger Cars and Trucks		Three-Axle Vehicle Combinations		Four-Axle Vehicle Combinations		Five-Axle Vehicle Combinations		Six-Axle Vehicle Combinations			
	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH	ETC	CASH
Miller Road	\$1.35	\$1.70	\$2.70	\$3.40	\$4.05	\$5.10	\$5.40	\$6.80	\$6.75	\$8.50		
Main Street	\$1.40	\$1.75	\$2.80	\$3.50	\$4.20	\$5.25	\$5.60	\$7.00	\$7.00	\$8.75		
Merritt Road	\$3.15	\$3.95	\$6.30	\$7.90	\$9.45	\$11.85	\$12.60	\$15.80	\$15.75	\$19.75		
Mainlane Plaza 5	\$4.35	\$5.45	\$8.70	\$10.90	\$13.05	\$16.35	\$17.40	\$21.80	\$21.75	\$27.25		
Miles Road	\$1.35	\$1.70	\$2.70	\$3.40	\$4.05	\$5.10	\$5.40	\$6.80	\$6.75	\$8.50		
Northeast Pkwy	\$1.35	\$1.70	\$2.70	\$3.40	\$4.05	\$5.10	\$5.40	\$6.80	\$6.75	\$8.50		
Crist Road	\$1.35	\$1.70	\$2.70	\$3.40	\$4.05	\$5.10	\$5.40	\$6.80	\$6.75	\$8.50		

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

DNT System and Regional Distributed Toll Schedule
NTTA=80 Percent; Region (TX DOT)=20 Percent
Increasing at 3.0% Every Five Years

2010 PG&T EE NTTA and Region Toll Rate																								
Two-Axle Passenger Cars and Trucks				Three-Axle Vehicles and Vehicle Combinations				Four-Axle Vehicles and Vehicle Combinations				Five-Axle Vehicles and Vehicle Combinations				Six-Axle Vehicles and Vehicle Combinations								
Toll Plaza	TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash		
	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region		
Miller Road	0.28	0.07	0.36	0.09	0.56	0.14	0.72	0.18	0.84	0.21	1.08	0.27	1.12	\$0.28	\$1.44	\$0.36	\$1.40	\$0.35	\$1.80	\$0.45				
Main Street	0.32	0.08	0.40	0.10	0.64	0.16	0.80	0.20	0.96	0.24	1.20	0.30	1.28	\$0.32	\$1.60	\$0.40	\$1.60	\$0.40	\$2.00	\$0.50				
Merritt Road	0.80	0.20	1.00	0.25	1.60	0.40	2.00	0.50	2.40	0.60	3.00	0.75	3.20	\$0.80	\$4.00	\$1.00	\$4.00	\$1.00	\$5.00	\$1.25				
Mainlane Plaza 5	1.16	0.29	1.48	0.37	2.32	0.58	2.96	0.74	3.48	0.87	4.44	1.11	4.64	\$1.16	\$5.92	\$1.48	\$5.80	\$1.45	\$7.40	\$1.85				
Miles Road	0.28	0.07	0.36	0.09	0.56	0.14	0.72	0.18	0.84	0.21	1.08	0.27	1.12	\$0.28	\$1.44	\$0.36	\$1.40	\$0.35	\$1.80	\$0.45				
Northeast Pkwy	0.28	0.07	0.36	0.09	0.56	0.14	0.72	0.18	0.84	0.21	1.08	0.27	1.12	\$0.28	\$1.44	\$0.36	\$1.40	\$0.35	\$1.80	\$0.45				
Crist Road	0.28	0.07	0.36	0.09	0.56	0.14	0.72	0.18	0.84	0.21	1.08	0.27	1.12	\$0.28	\$1.44	\$0.36	\$1.40	\$0.35	\$1.80	\$0.45				

2015 PG&T EE NTTA and Region Toll Rate																				
Toll Plaza	Two-Axle Passenger Cars and Trucks			Three-Axle Vehicles and Vehicle Combinations			Four-Axle Vehicles and Vehicle Combinations			Five-Axle Vehicles and Vehicle Combinations			Six-Axle Vehicles and Vehicle Combinations							
	TollTag			Cash			TollTag			Cash			TollTag			Cash				
	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region		
Miller Road	0.36	0.09	0.48	0.12	0.72	0.18	0.96	0.24	1.08	0.27	1.44	0.36	1.44	\$0.36	\$1.92	\$0.48	\$1.80	\$0.45	\$2.40	\$0.60
Main Street	0.40	0.10	0.52	0.13	0.80	0.20	1.04	0.26	1.20	0.30	1.56	0.39	1.60	\$0.40	\$2.08	\$0.52	\$2.00	\$0.50	\$2.60	\$0.65

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Revenue Sharing
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DNT System and Regional Distributed Toll Schedule
NTTA=80 Percent; Region (TX DOT)=20 Percent
Increasing at 3.0% Every Five Years

	0.96	0.24	1.20	0.30	1.92	0.48	2.40	0.60	2.88	0.72	3.60	0.90	3.84	\$0.96	\$4.80	\$1.20	\$4.80	\$1.20	\$6.00	\$1.50
Merritt Road	0.96	0.24	1.20	0.30	1.92	0.48	2.40	0.60	2.88	0.72	3.60	0.90	3.84	\$0.96	\$4.80	\$1.20	\$4.80	\$1.20	\$6.00	\$1.50
Mainlane Plaza 5	1.36	0.34	1.72	0.43	2.72	0.68	3.44	0.86	4.08	1.02	5.16	1.29	5.44	\$1.36	\$6.88	\$1.72	\$6.80	\$1.70	\$8.60	\$2.15
Miles Road	0.36	0.09	0.48	0.12	0.72	0.18	0.96	0.24	1.08	0.27	1.44	0.36	1.44	\$0.36	\$1.92	\$0.48	\$1.80	\$0.45	\$2.40	\$0.60
Northeast Pkwy	0.36	0.09	0.48	0.12	0.72	0.18	0.96	0.24	1.08	0.27	1.44	0.36	1.44	\$0.36	\$1.92	\$0.48	\$1.80	\$0.45	\$2.40	\$0.60
Crist Road	0.36	0.09	0.48	0.12	0.72	0.18	0.96	0.24	1.08	0.27	1.44	0.36	1.44	\$0.36	\$1.92	\$0.48	\$1.80	\$0.45	\$2.40	\$0.60

2020 PG&T EE NTTA and Region Toll Rate																														
Two-Axle Passenger Cars and Trucks						Three-Axle Vehicles and Vehicle Combinations						Four-Axle Vehicles and Vehicle Combinations						Five-Axle Vehicles and Vehicle Combinations						Six-Axle Vehicles and Vehicle Combinations						
Toll Plaza	TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash		
	NTTA	Region	NTTA	Region	Region	NTTA	Region	NTTA	Region	Region	NTTA	Region	NTTA	Region	Region	NTTA	Region	NTTA	Region	Region	NTTA	Region	NTTA	Region	Region	NTTA	Region	Region		
Miller Road	0.44	0.11	0.56	0.14	0.88	0.22	1.12	0.28	1.32	0.33	1.68	0.42	1.76	\$0.44	\$2.24	\$0.56	\$2.20	\$0.55	\$2.80	\$0.70										
Main Street	0.48	0.12	0.60	0.15	0.96	0.24	1.20	0.30	1.44	0.36	1.80	0.45	1.92	\$0.48	\$2.40	\$0.60	\$2.20	\$0.60	\$3.00	\$0.75										
Merritt Road	1.12	0.28	1.40	0.35	2.24	0.56	2.80	0.70	3.36	0.84	4.20	1.05	4.48	\$1.12	\$5.60	\$1.40	\$5.60	\$1.40	\$7.00	\$1.75										
Mainlane Plaza 5	1.60	0.40	2.00	0.50	3.20	0.80	4.00	1.00	4.80	1.20	6.00	1.50	6.40	\$1.60	\$8.00	\$2.00	\$8.00	\$2.00	\$10.00	\$2.50										
Miles Road	0.44	0.11	0.56	0.14	0.88	0.22	1.12	0.28	1.32	0.33	1.68	0.42	1.76	\$0.44	\$2.24	\$0.56	\$2.20	\$0.55	\$2.80	\$0.70										
Northeast Pkwy	0.44	0.11	0.56	0.14	0.88	0.22	1.12	0.28	1.32	0.33	1.68	0.42	1.76	\$0.44	\$2.24	\$0.56	\$2.20	\$0.55	\$2.80	\$0.70										
Crist Road	0.44	0.11	0.56	0.14	0.88	0.22	1.12	0.28	1.32	0.33	1.68	0.42	1.76	\$0.44	\$2.24	\$0.56	\$2.20	\$0.55	\$2.80	\$0.70										

Exhibit F
Revenue Sharing
(Second Schedule)
[Section 21]

DNT System and Regional Distributed Toll Schedule
NTTA=80 Percent; Region (TX DOT)=20 Percent
Increasing at 3.0% Every Five Years

	2035 PGBT EE NTTA and Region Toll Rate																													
	Two-Axle Passenger Cars and Trucks						Three-Axle Vehicles and Vehicle Combinations						Four-Axle Vehicles and Vehicle Combinations						Five-Axle Vehicles and Vehicle Combinations						Six-Axle Vehicles and Vehicle Combinations					
	TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash		
Toll Plaza	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region		
Mainlane Plaza 5	2.20	0.55	2.76	0.69	4.40	1.10	5.52	1.38	6.60	1.65	8.28	2.07	8.80	2.20	11.04	2.76	\$11.00	\$2.75	\$13.80	\$3.45										
Miles Road	0.64	0.16	0.80	0.20	1.28	0.32	1.60	0.40	1.92	0.48	2.40	0.60	2.56	\$0.64	\$3.20	\$0.80	\$3.20	\$0.80	\$4.00	\$1.00										
Northeast Pkwy	0.64	0.16	0.80	0.20	1.28	0.32	1.60	0.40	1.92	0.48	2.40	0.60	2.56	\$0.64	\$3.20	\$0.80	\$3.20	\$0.80	\$4.00	\$1.00										
Crist Road	0.64	0.16	0.80	0.20	1.28	0.32	1.60	0.40	1.92	0.48	2.40	0.60	2.56	\$0.64	\$3.20	\$0.80	\$3.20	\$0.80	\$4.00	\$1.00										
Miller Road	0.76	0.19	0.96	0.24	1.52	0.38	1.92	0.48	2.28	0.57	2.88	0.72	3.04	\$0.76	\$3.84	\$0.96	\$3.80	\$0.95	\$4.80	\$1.20										
Main Street	0.80	0.20	1.00	0.25	1.60	0.40	2.00	0.50	2.40	0.60	3.00	0.75	3.20	\$0.80	\$4.00	\$1.00	\$4.00	\$1.00	\$5.00	\$1.25										
Merritt Road	1.84	0.46	2.32	0.58	3.68	0.92	4.64	1.16	5.52	1.38	6.96	1.74	7.36	\$1.84	\$9.28	\$2.32	\$9.20	\$2.30	\$11.60	\$2.90										
Mainlane Plaza 5	2.56	0.64	3.20	0.80	5.12	1.28	6.40	1.60	7.68	1.92	9.60	2.40	10.24	\$2.56	\$12.80	\$3.20	\$12.80	\$3.20	\$16.00	\$4.00										
Miles Road	0.76	0.19	0.96	0.24	1.52	0.38	1.92	0.48	2.28	0.57	2.88	0.72	3.04	\$0.76	\$3.84	\$0.96	\$3.80	\$0.95	\$4.80	\$1.20										
Northeast Pkwy	0.76	0.19	0.96	0.24	1.52	0.38	1.92	0.48	2.28	0.57	2.88	0.72	3.04	\$0.76	\$3.84	\$0.96	\$3.80	\$0.95	\$4.80	\$1.20										
Crist Road	0.76	0.19	0.96	0.24	1.52	0.38	1.92	0.48	2.28	0.57	2.88	0.72	3.04	\$0.76	\$3.84	\$0.96	\$3.80	\$0.95	\$4.80	\$1.20										

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Revenue Sharing
(Second Schedule)
[Section 21]

DNT System and Regional Distributed Toll Schedule
NTTA=80 Percent; Region (TX DOT)=20 Percent
Increasing at 3.0% Every Five Years

Toll Plaza	Two-Axle Passenger Cars and Trucks						Three-Axle Vehicles and Vehicle Combinations						Four-Axle Vehicles and Vehicle Combinations						Five-Axle Vehicles and Vehicle Combinations						Six-Axle Vehicles and Vehicle Combinations					
	TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash			TollTag			Cash		
	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region	NTTA	Region
Miller Road	0.92	0.23	1.16	0.29			1.84	0.46	2.32	0.58			2.76	0.69	3.48	0.87			3.68	\$0.92	\$4.64	\$1.16			\$4.60	\$1.15	\$5.80	\$1.45		
Main Street	0.96	0.24	1.20	0.30			1.92	0.48	2.40	0.60			2.88	0.72	3.60	0.90			3.84	\$0.96	\$4.80	\$1.20			\$4.80	\$1.20	\$6.00	\$1.50		
Merritt Road	2.16	0.54	2.72	0.68			4.32	1.08	5.44	1.36			6.48	1.62	8.16	2.04			8.64	\$2.16	\$10.88	\$2.72			\$10.80	\$2.70	\$13.60	\$3.40		
Mainlane Plaza 5	3.00	0.75	3.76	0.94			6.00	1.50	7.52	1.88			9.00	2.25	11.28	2.82			12.00	\$3.00	\$15.04	\$3.76			\$15.00	\$3.75	\$18.80	\$4.70		
Miles Road	0.92	0.23	1.16	0.29			1.84	0.46	2.32	0.58			2.76	0.69	3.48	0.87			3.68	\$0.92	\$4.64	\$1.16			\$4.60	\$1.15	\$5.80	\$1.45		
Northeast Pkwy	0.92	0.23	1.16	0.29			1.84	0.46	2.32	0.58			2.76	0.69	3.48	0.87			3.68	\$0.92	\$4.64	\$1.16			\$4.60	\$1.15	\$5.80	\$1.45		
Crist Road	0.92	0.23	1.16	0.29			1.84	0.46	2.32	0.58			2.76	0.69	3.48	0.87			3.68	\$0.92	\$4.64	\$1.16			\$4.60	\$1.15	\$5.80	\$1.45		
	0.92	0.23	1.16	0.29			1.84	0.46	2.32	0.58			2.76	0.69	3.48	0.87			3.68	\$0.92	\$4.64	\$1.16			\$4.60	\$1.15	\$5.80	\$1.45		

