

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

THIS FIRST AMENDMENT (this "Amendment") by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, an agency of the State of Texas, as authorized by the Texas Transportation Commission, hereinafter identified as "TxDOT," and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors, hereinafter identified as the "Authority," is to be effective as of the 23rd day of May, 2008 (the "Effective Date"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement (as hereinafter defined).

RECITALS

WHEREAS, TxDOT and the Authority entered into that certain Construction, Operation, and Maintenance Agreement dated as of December 5, 2007 (the "Agreement");

WHEREAS, TxDOT and the Authority desire to amend the Agreement to, among other things, to modify the draw schedule for the Equity Amount as set forth in Section 20 of the Agreement; and

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

AGREEMENT

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

1. Amendment to Section 20 of the Agreement.

(a) Section 20 of the Agreement is deleted in its entirety and replaced with the following:

"20. **Toll Equity Grant.** (a) 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 2008			Fiscal Year 2009		
FY Qtr.	Cal. Qtr.	Amount	FY Qtr.	Cal. Qtr.	Amount
1 st Qtr.	9/1/2007	\$ 0	1 st Qtr.	9/1/2008	\$ 19,198,123
2 nd Qtr.	12/1/2007	\$ 80,000,000	2 nd Qtr.	12/1/2008	\$ 17,718,084
3 rd Qtr.	3/1/2008	\$ 7,260,517	3 rd Qtr.	3/1/2009	\$ 17,818,083
4 th Qtr.	6/1/2008	\$ 18,275,193	4 th Qtr.	6/1/2009	\$ 0
Total		\$ 105,635,710	Total		\$ 54,734,290

The term "Fiscal Year" means TxDOT's fiscal year and, as indicated by the corresponding calendar quarter dates listed under the "Cal. Qtr." heading above, is the period of time from September 1 of a 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, except as otherwise explicitly provided in subsection (b) below.

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."

(b) The Initial Equity Draw; Waiver of Interest and Penalties. Notwithstanding any provision of the Agreement or this Amendment to the contrary, the first two (2) Equity Amount draws of \$80,000,000 and \$7,260,517 due on the first and second quarters of TxDOT's Fiscal Year 2008, as set forth in the schedule above, shall be disbursed by TxDOT to the Authority in a single draw (the "Initial Equity Draw") within five (5) business days of the Effective Date of this Amendment. Upon disbursement to the Authority of the Initial Equity Draw in accordance with this subsection (b), the parties acknowledge and agree that no interest or penalties shall be owing thereon (and any such interest and penalties are hereby disclaimed) by virtue of the Initial Equity Draw not occurring by any previous date.

2. Miscellaneous.

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

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

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

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

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

(f) Authorization. Each party to this Amendment represents to the other that it is fully authorized to enter into this Amendment and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or

made in connection with the execution, delivery or performance of this Amendment. Each signatory on behalf of TxDOT and the Authority, as applicable, represents that he or she is fully authorized to bind that entity to the terms of this Agreement.

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

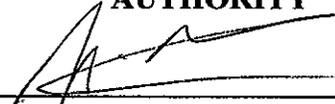
(h) Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one single agreement between the parties.

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

[SIGNATURES FOLLOW]

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

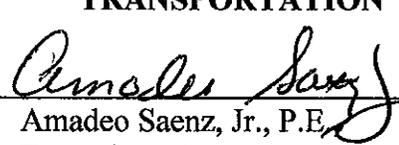
**NORTH TEXAS TOLLWAY
AUTHORITY**

By: 

Jorge Figueredo, Ph.D.,
Executive Director

Date: 5-20-08

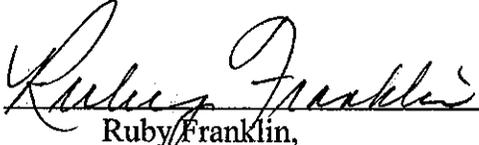
**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 

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

Date: 5/23/08

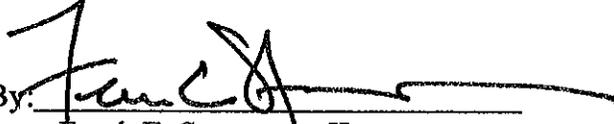
ATTEST:



Ruby Franklin,
Secretary

APPROVED AS TO FORM:

LOCKE LORD BISSELL & LIDDELL LLP
General Counsel

By: 

Frank E. Stevenson, II