

EXHIBIT A

INTERIM TOLLING SERVICES AGREEMENT

THIS INTERIM TOLLING SERVICES AGREEMENT (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 5 day of April, 2008 (the "Effective Date").

RECITALS:

A. TxDOT and the Authority have entered into that certain Project Agreement (the "Project Agreement") to develop, design, construct, finance, operate and maintain the SH 121 Toll Project (the "Project"), consisting of Segments 1, 2, 3, 4 and 5 (as defined in the Project Agreement). As defined in the Project Agreement and as used herein, (i) "Segment 1" shall refer to the following portion of Texas State Highway 121: From 0.23 miles east of Business 121 to the ramp pair on the west side of FM 2281; SH 121 CL Station 2085+00 to Station 2357+00; and (ii) "Segment 2" shall refer to the following portion of Texas State Highway 121: From the ramp pair on the west side of FM 2281 to the ramp pair on the east side of the Hillcrest Road overpass; SH 121 CL Station 2457+00 to Station 832+00.

B. Pursuant to Chapter 366 of the Texas Transportation Code, as amended, the Authority is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects within the Counties of Collin, Dallas, Denton, and Tarrant.

C. Pursuant to Section 228.002(a) of the Texas Transportation Code, as amended, TxDOT is authorized to enter into an agreement with a public entity to permit the entity, independently or jointly with TxDOT, to design, develop, finance, construct, maintain, repair, or operate a toll project.

D. Pursuant to Section 23 of the Project Agreement, TxDOT and the Authority agreed to enter into this Agreement pursuant to which the Authority will provide certain toll collection, enforcement and interoperability functions and services (i) for Segment 1 from and after the Turnover Date (as defined in Section 3 herein) until the Service Commencement Date (as defined in the Project Agreement) for Segment 1 and (ii) in the event Segment 2 is open to the public prior to the Service Commencement Date for Segment 1, for Segment 2 from and after the date Segment 2 is open to the public until the Service Commencement Date for Segment 1, all on the terms and conditions set forth in this Agreement.

E. Pursuant to Section 228.002(b) of the Texas Transportation Code, as amended, an agreement entered into by TxDOT with a regional tollway authority governed by Chapter 366 of the Texas Transportation Code (which includes the Authority) may provide that a function described by Section 228.002(a) (referenced in Recital C above) that is performed by a regional tollway authority is governed by the provisions of such Chapter 366 applicable to the

performance of the same function for a turnpike project under that chapter and the rules and procedures adopted by the regional tollway authority under that chapter, in lieu of the laws, rules, or procedures applicable to TxDOT for the performance of the same function. The parties hereto desire that the functions to be performed by the Authority hereunder shall be governed by such Chapter 366.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth in this Agreement, TxDOT and the Authority agree as follows:

1. Definitions. Unless otherwise defined herein, terms with initial capital letters used in this Agreement have the respective definitions set forth in Exhibit A to this Agreement.

2. Engagement and Term. TxDOT hereby engages the Authority to provide the toll collection, enforcement and interoperability services described herein (i) for Segment 1 from and after the Turnover Date until the Service Commencement Date for Segment 1 and (ii) in the event Segment 2 is open to the public prior to the Service Commencement Date for Segment 1, for Segment 2 from and after the date Segment 2 is open to the public until the Service Commencement Date for Segment 1, and the Authority hereby accepts such engagement. The term (the "Term") of this Agreement shall commence on the Effective Date and continue until the Service Commencement Date for Segment 1. The parties acknowledge and agree, however, that during the period from the Effective Date until the Turnover Date, the parties' activities under this Agreement shall consist only of certain transition activities (more particularly described in Section 3 below) and only from and after the Turnover Date shall the Authority have responsibility for the conduct of tolling operations on Segment 1 (and thereafter, as provided above, on Segment 2). The parties anticipate that the Service Commencement Date for Segment 1 will occur on or about September 1, 2008. Upon the expiration or termination of the Term, the Authority will assume ownership and control of the Project in accordance with the terms of the Project Agreement.

3. Transition Activities. TxDOT and the Authority acknowledge that, as of the Effective Date, TxDOT is conducting certain construction and construction-related activities on Segment 1 and Segment 2, including the construction described in Section 7(a) of the Project Agreement. Upon completion of such construction on Segment 1 or Segment 2, as applicable, TxDOT shall turn over to the Authority the responsibility for the toll collection, enforcement and interoperability services described in this Agreement for Segment 1 or Segment 2, as applicable. Such turnover for Segment 1 is expected to occur as of 12:01 a.m. Dallas time on Saturday, April 5, 2008. The date that such turnover actually occurs is referred to herein as the "Turnover Date." The parties acknowledge that the Authority will need to access Segment 1 and Segment 2 in order to install tolling and related equipment and perform certain activities in anticipation of its provision, from and after the Turnover Date, of tolling services under this Agreement. TxDOT hereby grants such right of entry and access to the Authority and consents to the Authority's installation of such tolling and related equipment and conduct of such activities. As of the Effective Date, the Authority expects that the only equipment that it will install prior to the Turnover Date shall be the Authority's in-lane tolling equipment, consisting of AVI and VES equipment, which is to be installed on main lane gantries on Segment 1 that were installed and are currently being used by TxDOT. Set forth on Exhibit B attached hereto is a more detailed description of the structures and equipment currently owned by TxDOT that the Authority

intends to utilize in connection with its services under this Agreement and the Authority's planned disposition thereof and compensation of TxDOT therefor. The Authority and TxDOT shall cooperate with each other in connection with their respective construction and construction-related activities (including exchanging schedules of work anticipated to be performed by each party) on Segment 1 and Segment 2 from and after the Effective Date in order to avoid any undue interference with the activities being conducted by the other and with any traffic and tolling operations on Segment 1 and Segment 2 during such time. Each of the Authority and TxDOT agrees to reimburse the other for any injury to persons or property due to its acts or omissions in performing its construction and construction-related activities from and after the Effective Date during the Term hereof; provided, however, that the parties agree to look first to the proceeds of any insurance maintained in respect thereof prior to demanding recovery directly from the other.

4. Tolling Services.

(a) Operation in Accordance with Authority Rules and Procedures. During the Term, subject to the limitations set forth herein, the Authority shall provide all tolling collection, enforcement and interoperability services with respect to Segment 1 and, to the extent applicable, Segment 2 in accordance with the rules and procedures adopted by the Authority under Chapter 366 of the Texas Transportation Code, as amended, in lieu of the laws, rules or procedures applicable to TxDOT for such functions. Without limiting the foregoing, the Authority's responsibilities hereunder shall include (i) installation and maintenance in good operating condition of toll collection and violation enforcement equipment similar to that utilized by the Authority for its own facilities (or capable of performing similar functions) (the "Tolling Equipment"), (ii) recordation of data relating to Transponder Transactions and Video Transactions (as defined below) and (iii) provision of back office functions, with all of the foregoing services to be undertaken and performed by the Authority consistent with the Authority's practices regarding customers of its own facilities. The Tolling Equipment will be owned or leased by the Authority and will include equipment designed to record Transponder Transactions and Video Transactions. During the Term, tolls in respect of Segment 1 and Segment 2 will be charged in accordance with the Toll Rate Schedule attached hereto as Exhibit C (the "Toll Rate Schedule"). TxDOT and the Authority acknowledge and agree that, as provided by applicable law, neither of them shall be entitled to charge, or to require the charge of, any toll under certain circumstances, such as during periods of mass evacuation or diversion of traffic to the Project due to emergency or incident on other roadways.

(b) Excluded Obligations. The Authority's responsibilities under this Agreement shall not include any obligation with respect to the maintenance, construction or condition of the roadways, frontage roads, rights or other improvements included in the Project, including but not limited to Segment 1 or Segment 2, except for any structures, equipment or materials installed by the Authority in connection with its installation of the Tolling Equipment; provided, however, that the foregoing is not intended to limit or release any obligation of the Authority under the Project Agreement.

(c) Regular Meetings. TxDOT and the Authority shall conduct regular meetings, at least once per month (or more frequently to the extent both TxDOT and the Authority so agree in writing), to review, discuss and resolve matters relating to coordination, services, performance,

customer service, tolling, payment and other matters arising under this Agreement. TxDOT and the Authority shall schedule all meetings at a mutually agreeable date, time and place. In addition to regularly scheduled meetings, TxDOT and the Authority shall cause their respective representatives to be available at reasonable times for consultation with one another to the extent reasonably required to resolve any problem arising or existing in connection with the tolling operation of Segment 1 and Segment 2 or the provision of the services by the Authority hereunder.

5. Confidential Information. The Authority shall maintain the toll account and travel records of Users (including all personal information such as names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers and medical data) (the "Customer Confidential Information"), as confidential information and in compliance with applicable laws concerning privacy practices and otherwise consistent with the policies and practices that the Authority follows with respect to the confidential information of customers of the Authority's own facilities (which policies and practices may include protocols developed by the Authority, TxDOT and other Toll Operators). Notwithstanding the foregoing or any other provision of this Agreement, however, to the extent any Customer Confidential Information has been provided to the Authority in connection with its operation of its own facilities or its provision of services to other Toll Operators, the Authority may use and retain such Customer Confidential Information in accordance with its own policies and practices. The Authority also shall comply with the provisions of applicable law prescribing disclosure of the Authority's privacy policies, including provisions on the content of disclosures and when disclosure must be given. The Authority's obligations relating to Customer Confidential Information shall survive the expiration or termination of this Agreement.

6. Financial Interoperability and Terms. The Authority will establish, implement and maintain, consistent with the Authority's practices regarding customers of its own facilities, electronic funds transfer and clearinghouse functions to coordinate the settlement and payment of electronic toll charges for Transponder Transactions by vehicles equipped with transponders issued by Toll Operators and Transponder Issuers other than the Authority or TxDOT. For the avoidance of doubt, no interoperability fee shall be charged to or payable by the Authority with respect to Transactions involving Users who are TxDOT customers. Likewise, no interoperability fee shall be charged to or payable by TxDOT with respect to Transactions involving Users who are customers of the Authority. The Authority shall be responsible for and shall pay all other interoperable fees, the cost of which shall be payable in accordance with the applicable interoperability interlocal agreement. Except as otherwise stated in this Section 6, TxDOT and the Authority shall comply with applicable Team Texas statewide interoperability standards throughout the Term of this Agreement.

7. Charges and Billings to Users. The Authority shall issue electronic statements (and, upon customer request, paper statements) to, and charge the accounts of (including charges to credit cards of), Users for, and otherwise submit for settlement, all tolls and other charges owing from time to time by such Users, with all such billing practices by the Authority to be consistent with the Authority's practices regarding customers of its own facilities. The tolls charged by the Authority during the Term in respect of Segment 1 and Segment 2 shall not exceed the amount thereof specified in or determined pursuant to the Toll Rate Schedule.

8. Payments to TxDOT; Monthly Adjustments

(a) For each Transponder Transaction and each Video Transaction, the Authority shall deposit into an account designated in writing by TxDOT an amount equal to the base toll (as provided in Exhibit C) for the applicable Transaction (less fees payable under Section 9 and adjustments made pursuant to Section 8(b)) within two Business Days after the date of the applicable Transaction. The base toll amount shall be due and payable regardless of whether the Authority actually collects the applicable toll amount from the applicable User.

(b) For each calendar month during the Term, the Authority shall deliver to TxDOT, by the 15th day of the immediately succeeding calendar month, a report of adjustments made in respect of Transactions during such month and adjustments owing in respect of any other matters processed during such month. Such adjustments will include duplicate Transactions and Exempt Vehicle Transactions not determined prior to the Authority's payment of the applicable base toll to TxDOT, interest and amounts payable due to change orders or changes agreed upon by the parties. Any adjustments made because of duplicate Transactions and Exempt Vehicle Transactions shall be limited to an amount equal to the base toll minus fees payable under Section 9.

(c) In the event that Transaction data is lost due to an Authority system malfunction occurring for a reason other than Force Majeure, and the parties are not otherwise reasonably able to determine and agree upon the extent of Transaction data and base toll revenue lost, the Authority shall compare the Transaction data actually collected for the affected period to the Transaction data collected for the corresponding period for each of the four calendar weeks (or other period agreed upon by the parties) prior to the malfunction, determine the average Transactions for such corresponding prior periods and pay to TxDOT an amount equal to ninety-eight percent (98%) of the amount determined by (x) subtracting the number of actual Transactions recorded for the affected period from the average Transactions for the corresponding prior periods and (y) multiplying the difference obtained in clause (x) by the applicable toll rate for the affected period (less fees payable under Section 9). The Authority shall make such determination of the lost Transactions and lost base toll revenues and shall pay the applicable amount to TxDOT within five (5) Business Days after the correction of the related malfunction (or such longer period agreed to by the Authority and TxDOT).

9. Compensation for Services; Incidental Charges.

(a) As compensation for its services hereunder, the Authority shall be entitled to a Base Transaction Fee (the "Base Transaction Fee") in the amount of eleven cents (\$0.11) for each Transaction. The Base Transaction Fee shall be due and payable for each Transaction (whether a Transponder Transaction or Video Transaction) and shall be paid to the Authority by the Authority's deduction of the amount thereof from the amount of each toll transaction payment made by the Authority to TxDOT pursuant to Section 8 hereof. Subject to the Authority's ability to impose and collect Incidental Charges from Users pursuant to Section 9(b), the compensation payable to the Authority pursuant to this Section 9(a) is inclusive of all costs,

whether direct or indirect, incurred by the Authority in connection with the services it is providing pursuant to this Agreement.

(b) In addition to the Base Transaction Fee, the Authority shall have the right to impose on and collect from Users, and retain as additional compensation, Incidental Charges consistent with the Authority's practices concerning customers of its own facilities; provided that TxDOT shall have no liability for inability to collect the same from Users, and provided further, that the types and amounts of Incidental Charges imposed by the Authority on Users in connection with its services pursuant to this Agreement during the Term hereof shall be only as set forth on Exhibit D.

10. Reports.

(a) The Authority shall provide access to reports TxDOT may utilize to prepare reconciliation reports, in summary or in detail, by reporting period selected by TxDOT. Such reports to which access is provided by the Authority shall reflect the Transactions recorded by the Authority for the applicable reporting period and shall be adequate for purposes of TxDOT's reconciliation of transaction fees and other amounts paid by TxDOT to the Authority and the Authority to TxDOT and for purposes of reporting traffic and revenue. Such reports shall be broken down to support the reconciliation of the fees paid to the Authority and the tolls paid to TxDOT. Such reports also shall reflect the transactions recorded by the Authority, the breakdown of Transponder Transactions, Transponder Transactions posted to customer accounts, Video Transactions, and Transaction adjustments.

(b) The Authority shall reconcile Transactions for each calendar month not later than 15 days after the end of such month. The Authority shall make reconciled reports available to TxDOT through direct access to the Authority's reporting system, as in (a) above or through other electronic means.

(c) The Authority shall make available its reports to TxDOT in a format mutually acceptable to TxDOT and the Authority. In no event shall TxDOT have the right to require report formatting that the Authority's system is not capable of generating.

11. Records and Audit Rights. The Authority shall maintain, consistent with the Authority's practices regarding customers of its own facilities, accurate and complete books and records, including electronic data, of or relating to (i) all Transponder Transactions and Video Transactions on Segment 1 and Segment 2, (ii) all data, information and calculations relevant to Base Transaction Fees and other fees and charges that the Authority charges to TxDOT or to Users in connection with the services provided by the Authority under this Agreement, and (iii) the Authority's performance of this Agreement. The Authority shall make the foregoing books and records relating to Segment 1 and Segment 2 available for audit and inspection by TxDOT and and/or TxDOT's designees, at the location where such books and records are customarily maintained, at all times during normal business hours, without charge. The Authority shall provide to TxDOT and its designee copies of such records upon request and at no expense to the Authority. TxDOT may conduct any such inspection upon two (2) Business Days' prior written notice. Without limiting the foregoing, the Authority shall afford TxDOT and its designees access during normal business hours to the Authority's customer service center and other

Authority offices and operations buildings for the purpose of carrying out any such audit and inspection. The Authority shall retain the books and records described in this Section 11 for a minimum of five (5) years after the date the record or document is generated. Notwithstanding the foregoing, all records which relate to claims and disputes between the Authority and TxDOT, or any known third party claims or actions against the Authority or TxDOT, shall be retained and made available until any later date that such claims or disputes and actions are finally resolved.

12. Insurance. Each of the Authority and TxDOT will name the other and their respective successors, assigns, officeholders, officers, directors, commissioners, consultants and employees as "additional insureds," in form reasonably acceptable to the other, against all claims, costs, expenses, damages and liabilities (whether related to injury to persons or property) which may arise in connection with (i) their work relating to preparation for turnover to the Authority of tolling services on Segment 1 and Segment 2 during the period following the Effective Date and (ii) the operation of Segment 1 and Segment 2 during the Term. Each of the Authority and TxDOT hereby mutually waive their respective rights of subrogation and recovery against each other for any loss insured by fire, extended coverage, all risks or other insurance now or hereafter existing for the benefit of the respective party but only to the extent of the net insurance proceeds payable under such policies. Each party shall obtain any special endorsements required by their insurer to evidence compliance with the aforementioned waiver.

13. Default Interest. If either party hereto shall fail to pay to the other party hereto any sum payable when due hereunder, then such defaulting party shall, without notice or demand, be liable to the non-defaulting party for the payment of all such sums together with interest thereon at a floating rate equal to the LIBOR in effect from time to time, commencing on the date due and continuing until paid. The terms and provisions of this Section 13 shall survive any termination of this Agreement for any reason whatsoever (including the expiration of the Term) and shall continue until all such amounts, together with interest thereon, are paid in full.

14. Defaults and Remedies.

(a) Authority Defaults. The Authority shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each an "Authority Default"):

(i) The Authority fails to make any payment due TxDOT under this Agreement when due; or

(ii) The Authority fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by the Authority under this Agreement.

(b) Authority Cure Periods. For the purpose of TxDOT's exercise of remedies, the Authority shall have the following cure periods with respect to the following Authority Defaults:

(i) Respecting an Authority Default under Section 14(a)(i), ten (10) days after TxDOT delivers to the Authority written notice of the Authority Default.

(ii) Respecting an Authority Default under Section 14(a)(ii), a period of thirty (30) days after TxDOT delivers to the Authority written notice of the Authority Default; provided that if the Authority Default is of such a nature that the cure cannot with diligence be completed within such time period and the Authority has commenced meaningful steps to cure promptly after receiving the default notice, the Authority shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

(c) TxDOT Remedies for Authority Defaults.

(i) TxDOT shall be entitled on account of the occurrence of an Authority Default involving any payment due TxDOT under this Agreement to recover from the Authority said unpaid amounts, plus default interest thereon as provided in Section 13 hereof. The Authority shall owe any such interest that accrues after the occurrence of such Authority Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the Authority Default is subsequently cured.

(ii) TxDOT shall be entitled to seek an action in mandamus against the Authority on account of the occurrence of an Authority Default.

(d) TxDOT Defaults. TxDOT shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a "TxDOT Default"):

(i) TxDOT fails to make any payment due the Authority under this Agreement when due; or

(ii) TxDOT fails to observe or perform any other covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement.

(e) TxDOT Cure Periods. For the purpose of the Authority's exercise of remedies, TxDOT shall have the following cure periods with respect to the following TxDOT Defaults:

(i) Respecting a TxDOT Default under Section 14(d)(i), a period of ten (10) (10) days after the Authority delivers to TxDOT written notice of the TxDOT Default.

(ii) Respecting a TxDOT Default under Section 14(d)(ii), a period of thirty (30) days after the Authority delivers to TxDOT written notice of the TxDOT Default; provided that if the TxDOT Default is of such a nature that the cure cannot with diligence be completed within such time period and TxDOT has commenced meaningful steps to cure immediately after receiving the default notice, TxDOT shall have such additional period of time, up to a maximum cure period of one hundred twenty (120) days, as is reasonably necessary to diligently effect cure.

(f) Authority Remedies for TxDOT Defaults.

(i) The Authority shall be entitled on account of the occurrence of a TxDOT Default involving any payment due the Authority under this Agreement to recover from TxDOT said unpaid amounts, plus default interest thereon as provided in Section 13

hereof. TxDOT shall owe any such interest that accrues after the occurrence of such TxDOT Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the TxDOT Default is subsequently cured.

(ii) The Authority shall be entitled to seek an action in mandamus against the TxDOT on account of the occurrence of a TxDOT Default.

(g) Dispute Resolution Procedures. The Authority and TxDOT will set up a formalized process to resolve any issues that arise in connection with this Agreement. 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.

15. Successors and Assigns. This Agreement shall bind, and shall be for the sole and exclusive benefit of, the respective parties and their legal successors, including without limitation any successor public agency to the Authority. 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, including, without limitation, the public in general. Other than as provided in the second preceding sentence, neither TxDOT nor the Authority shall assign, lease, sublet, or transfer Segment 1 or Segment 2 or its interest in this Agreement without the prior written consent of the other party to this Agreement, unless otherwise provided by law; provided, however, that the foregoing shall not restrict any transfer to the Authority pursuant to the Project Agreement.

16. 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 this 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 in accordance with its terms, other than those that have been obtained.

22. 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.

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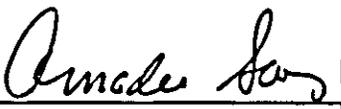
IN WITNESS WHEREOF, TxDOT and the Authority have executed this Agreement by six (6) multiple counterparts on the dates shown hereinbelow, effective on the Effective Date.

**NORTH TEXAS TOLLWAY
AUTHORITY**

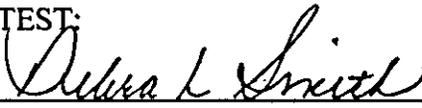
By: 

Jorge Figueredo,
Executive Director
Date: 3-28-08

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: 

Amadeo Saenz, Jr., P.E.
Executive Director
Date: 4/01/08

ATTEST:


Debra L. Smith,
Secretary

APPROVED AS TO FORM:

LOCKE LORD BISSELL & LIDDELL LLP
General Counsel to the Authority

By: 

Frank E. Stevenson, II

EXHIBIT A

DEFINITIONS

As used in the foregoing agreement, the following terms shall have the respective meanings indicated:

“Business Day” means a day on which the Authority is officially open for business.

“Exempt Vehicle” means any vehicle that, pursuant to any agreement entered into by the Authority or TxDOT (and disclosed to the Authority) or pursuant to applicable law or Authority policy as applied to its own facilities, is exempt from the payment of tolls for use of the Project or any part thereof.

“Force Majeure” shall mean acts of God, war, terrorism, insurrection, civil commotion, riots, fire, unavoidable casualties and any other similar occurrence, event or condition.

“Incidental Charges” means:

- (a) Reasonable amounts for the purchase or rental of transponders or other electronic toll devices;
- (b) Reasonable, refundable security deposits for the distribution of transponders or other electronic toll devices;
- (c) Reasonable administrative fees for account maintenance and account statements;
- (d) Reasonable fees, penalties and interest for toll violations, including costs of collection;
- (e) Amounts, with respect to Video Transactions, reasonably necessary for the Authority to recover (i) its reasonable out-of-pocket costs and expenses and (ii) a reasonable amount to reflect its collection risk.
- (f) Other reasonable fees and charges for customary incidental services to Users for whom the Authority manages electronic tolling accounts.

Without limiting the requirements in the preceding provisions of this definition to charge reasonable fees, charges, penalties, interest or other amounts, the Authority shall determine and assess Incidental Charges under this Agreement consistent with its practices in respect of its own facilities; provided however, that the types and amounts of Incidental Charges imposed by the Authority on Users in connection with its services pursuant to this Agreement during the Term hereof shall be only as set forth on Exhibit D.

“Interoperable Transaction” means Transactions involving Toll Operators other than NTTA.

“LIBOR” means the offered rate per annum (rounded up to the nearest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a one-month period which appears on the Telerate Page 3750 at approximately 11:00 a.m., London time, on the date of determination, or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next preceding day on which such dealings were transacted in such market.

“Person” includes an individual, corporation, partnership, limited liability company, trust, unincorporated organization, and any other entity and any government and governmental agency or subdivision, as the context shall require.

“Toll Operator” means any Person, including the Authority and TxDOT, who or which (a) manages and operates a tolled roadway in the State of Texas and (b) participates with the Authority in interoperability protocols, agreements and arrangements.

“Transactions” means collectively, Transponder Transactions and Video Transactions. “Transaction” means either a Transponder Transaction or Video Transaction.

“Transponder Issuer” means any Person, including the Authority and TxDOT, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State of Texas and (b) participates with the Authority in interoperability protocols, agreements and arrangements.

“Transponder Transaction” means a toll transaction involving a vehicle equipped with a transponder issued by a Toll Operator and indicated as “Good” in the tag validation list as specified in the applicable interoperability interface control documents, which transponder emits a signal permitting the identification of the User.

“User(s)” means the registered owner of a vehicle traveling on Segment 1 or Segment 2 or any portion thereof.

“Video Transaction” means a toll transaction involving a vehicle with a license plate that is not equipped with a transponder indicated as “Good” in the tag validation list as specified in the applicable interoperability interface control documents but a video image of which is captured by the Tolling Equipment, regardless of whether any information contained on the license plate of such vehicle is readable.

EXHIBIT B

TXDOT EQUIPMENT THE AUTHORITY INTENDS TO UTILIZE
AND DISPOSITION OF SAME

The Authority plans to use only the gantries (i.e., the overhead sign bridges and cantilevered overhead sign structures) that are in place as of the Effective Date at the eight ramp locations and the two mainlane gantries. The Authority does not intend to use any of the existing tolling equipment (cameras, lasers, lighting, cabling, etc.) currently installed on Segment 1. The Authority intends to switch TxDOT's electric service accounts into the Authority's name, and to move the power feeds over to the Authority's equipment. The Authority will install its own lane solution (AVI, VES) on the ramp and mainlane gantries. The Authority shall compensate TxDOT for such mainlane gantries on terms to be agreed upon by the parties.

The overhead sign bridges and cantilevered overhead sign structures at the mainlane and ramp locations will remain in place until the Authority has installed permanent gantries and redeployed the Authority's standard toll collection equipment to those gantries. The current ramp gantries will then be disassembled and delivered to a site in the Dallas-Fort Worth area designated by TXDOT at the Authority's expense. TXDOT will not be compensated for the use of these ramp gantries.

EXHIBIT C

TOLL RATE SCHEDULE

		FM2281/ Old Denton Road	FM544/ Parker Road	Carrollton Parkway	MacArthur	Mainline Plaza
NTTA Vehicle Classification	Number of Axles	Transponder Transaction Rate (Base Toll)				
2	2	\$0.30	\$0.25	\$0.20	\$0.20	\$0.45
3	3	\$0.60	\$0.50	\$0.40	\$0.40	\$0.90
4	4	\$0.90	\$0.75	\$0.60	\$0.60	\$1.35
5	5	\$1.20	\$1.00	\$0.80	\$0.80	\$1.80
6	6+	\$1.50	\$1.25	\$1.00	\$1.00	\$2.25

EXHIBIT D

SCHEDULE OF INCIDENTAL CHARGES

General Overview

- The process NTTA uses to collect from ZipCash or video customers on its current facilities is proposed to be used during this interim agreement to provide regional consistency and avoid customer confusion:
 - The registered owner is notified through a “first notice” or ZipCash Invoice and has 30 days to pay it. The rate on the “first notice” is the toll plus a 40% premium.
 - If there is no response, customer is notified through the issuance of a past due notice, which includes paying the toll plus the 40% premium and an additional invoice fee of \$1.00, to offset the cost of the processing. The customer has 15 days to provide payment.
 - If the issue is not resolved during that period, a violation notice is issued per NTTA statute in the State Transportation Code. An administrative fee (\$25/occurrence) plus the original toll charge is included as a deterrent and to cover the expenses incurred in the process. The customer then has 30 days to pay.
 - If it is not resolved, the NTTA currently uses a collection agency to contact and motivate the customer. At this point, the customer pays the toll and administrative fee as both a deterrent and to cover the costs of the process. The collection agency works with the customer for up to 90 days to get this resolved.
 - If it is not resolved, per NTTA statute, may forward the unpaid transaction for the issuance of a citation for failure to pay the toll. The Department of Public Safety issues the citation. When the case is resolved, the customer pays the tolls, the premium, the administrative fee, citation fee and court costs. The exact costs vary depending on how the case is adjudicated.
 - It is extremely important to note that the NTTA promotes the use of a TollTag as the most efficient way to pay tolls, each additional step in the collection process increases the cost the patron will pay for that transaction.
- TollTag or Transponder transactions are collected at the same toll rate regardless of the issuer (example – TxTag, Easy Pass, TollTag, etc)