

TAB 5

TRUST AGREEMENT

BY AND BETWEEN

NORTH TEXAS TOLLWAY AUTHORITY

AND

WELLS FARGO BANK, NATIONAL ASSOCIATION,

SECURING

SPECIAL PROJECTS SYSTEM REVENUE OBLIGATIONS

Dated as of April 1, 2011

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
ARTICLE I DEFINITIONS	5
Section 101. Meaning of Words and Terms	5
Section 102. Miscellaneous Definitions	23
Section 103. Signing of Certificates	23
Section 104. References.....	23
ARTICLE II OBLIGATIONS	24
Section 201. Obligations.....	24
Section 202. Designation of Obligations	24
Section 203. Details of Obligations	24
Section 204. Interest on Obligations.....	24
Section 205. Form of Obligation	24
Section 206. Registration, Transfer, Substitution, and Description of Obligations.....	24
Section 207. Tax Exemption.....	24
Section 208. Additional First Tier Obligations.....	24
Section 209. Additional Second Tier Obligations	26
Section 210. Obligations to Refund Series 2011 BANs.	26
Section 211. Obligations for Project Capacity Improvements	26
Section 212. Third Tier Obligations	27
Section 213. Amendments to Project Budget	27
Section 214. Subordination of Third Tier Obligations	27
Section 215. Effect of Bankruptcy Related Event on TIFIA Note Obligations	30
ARTICLE III REDEMPTION OF OBLIGATIONS	31
Section 301. Redemption of Obligations.....	31
ARTICLE IV FUNDS AND ACCOUNTS	32
Section 401. Creation of Funds.....	32
Section 402. Construction Fund and BANs Construction Fund.....	32
Section 403. Revenue Fund; Agreements With Other Turnpikes.	43
Section 404. Payment of Rebate	44
Section 405. First Tier Debt Service Fund	44
Section 406. Second Tier Debt Service Fund	46
Section 407. Operating Fund—Project Budget Amounts.....	47
Section 408. Major Maintenance Fund—Project Budget Amounts	48
Section 409. Capital Expenditures Fund—Project Budget Amounts	49
Section 410. Third Tier Debt Service Fund.....	52
Section 411. Operating Fund—Annual Operating Budget Amounts	53
Section 412. Rate Stabilization Fund.....	53
Section 413. Major Maintenance Fund—Annual Operating Budget Amounts.....	54
Section 414. Capital Expenditures Fund—Annual Operating Budget Amounts.....	55
Section 415. Major Maintenance Reserve Fund	56
Section 416. Capital Expenditures Reserve Fund.....	57
Section 417. General Fund.....	58
Section 418. Money Set Aside for Principal and Interest Held in Trust	60
Section 419. Additional Security	61
Section 420. Draw Request.....	61
ARTICLE V PAYMENT	62

Section 501. Cancellation of Obligations upon Payment	62
ARTICLE VI DEPOSITARIES, SECURITY AND INVESTMENT	63
Section 601. Depositaries; Deposits as Trust Funds; Qualifications; Security.....	63
Section 602. Investments	63
Section 603. Investments and Deposits	64
ARTICLE VII COVENANTS	66
Section 701. Payments; Pledge; Perfection of Security Interest.....	66
Section 702. Rights of Trustee or of Owners Not to be Impaired	66
Section 703. Further Instruments and Action	66
Section 704. Employment of Consulting Engineers and Traffic Engineers	67
Section 705. Rate Covenant.....	67
Section 706. Construction and Completion of the PGBT WE Project	68
Section 707. Use and Operation of the Project.....	69
Section 708. Compliance; No Liens; Payment of Charges.....	69
Section 709. Covenant Against Sale or Encumbrance; Exception	69
Section 710. Inspection by Consulting Engineers	70
Section 711. Annual Operating Budget.	70
Section 712. Records, Audits.....	71
Section 713. Aggregate Eligible Costs.	71
Section 714. Toll Uniformity; Free Passage	71
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES	73
Section 801. Remedies Applicable	73
Section 802. Events of Default	73
Section 803. Enforcement of Remedies.....	73
Section 804. Pro Rata Application of Funds.....	74
Section 805. Effect of Discontinuance of Proceedings.....	76
Section 806. Control of Proceedings	76
Section 807. Restrictions upon Action by Individual Owner; Right to Receive Payment	76
Section 808. Actions by Trustee	77
Section 809. No Remedy Exclusive	77
Section 810. No Waiver; Exercise of Powers and Remedies; Waiver of Default	77
Section 811. Notice of Default	78
Section 812. Controlling Creditor Rights	78
ARTICLE IX CONCERNING THE TRUSTEE	80
Section 901. Acceptance of Trusts	80
Section 902. Indemnity; Action Without Indemnity; Reimbursement	81
Section 903. Limitation on Liabilities and Responsibilities of Trustee.....	81
Section 904. No Liability for Failure to Act or for other Deposits.....	81
Section 905. Compensation and Indemnification	81
Section 906. Reliance on Certificates	82
Section 907. Notice of Default; Notice of Third Tier Subordination Event.....	82
Section 908. Trustee May Deal in Bonds and Take Action as Owner	83
Section 909. No Responsibility for Recitals	83
Section 910. Reliance on Certain Documents	83
Section 911. Other Rights of the Trustee.....	83
Section 912. Resignation	83
Section 913. Removal of Trustee.....	84
Section 914. Appointment of Successor Trustee	84
Section 915. Vesting of Trusts in Successor Trustee.....	85

ARTICLE X EXECUTION OF INSTRUMENTS AND PROOF OF OWNERSHIP	86
Section 1001. Execution of Instruments; Proof and Ownership; Other Matters.....	86
ARTICLE XI SUPPLEMENTAL AGREEMENTS	87
Section 1101. Supplemental Agreements by Authority and Trustee.....	87
Section 1102. Modification with Consent; Restrictions; Supplemental Agreements	88
Section 1103. Supplemental Agreements Part of Trust Agreement; Consent of TIFIA Lender and TxDOT	89
Section 1104. Reliance by Trustee on Opinion of Counsel	90
ARTICLE XII DEFEASANCE	91
Section 1201. Release of Agreement.....	91
ARTICLE XIII MISCELLANEOUS PROVISIONS	93
Section 1301. Successorship of Authority	93
Section 1302. Manner of Giving Notice, Etc.....	93
Section 1303. Rights under this Trust Agreement.....	93
Section 1304. Credit of State or any Political Subdivision Not Pledged.....	93
Section 1305. Effect of Partial Invalidity.....	93
Section 1306. Effect of Covenants, Etc.	94
Section 1307. Multiple Counterparts	94
Section 1308. Headings, Etc. Not Part of Agreement	94
Section 1309. Obligations Held by Authority.....	94
Section 1310. Sovereign Immunity	94
Section 1311. Further Assurances	94
Section 1312. Governing Law; Jurisdiction.....	95
Section 1313. Actions Relating to Certain Financing Documents	95

Appendix A – Toll Equity Loan Draw Request Certificate

Appendix B – Project Budget

Appendix C – Form of Construction Fund Requisition Certificate

Appendix D –Form of Condemnation Withdrawal Requisition Certificate

Appendix E – Form of Revolving Fund Reimbursement Requisition Certificate

TRUST AGREEMENT

This Trust Agreement, dated as of April 1, 2011 (as further defined herein, this "*Trust Agreement*"), by and between North Texas Tollway Authority, a political subdivision of the State of Texas and a body corporate and politic (as further defined herein, the "*Authority*"), and Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States of America, which is authorized under such laws to exercise corporate trust powers, and is subject to examination by Federal authority, as trustee (as further defined herein, the "*Trustee*"),

WITNESSETH:

WHEREAS, the Authority has been created and organized pursuant to and in accordance with Chapter 366 of the Texas Transportation Code, as amended (the "*Turnpike Act*"), and is authorized and empowered, among other things:

(a) to construct, maintain, repair, and operate Turnpike Projects (as defined in the Turnpike Act) at such locations within Dallas, Collin, Denton and Tarrant Counties or an adjacent county as provided in the Turnpike Act, as may be determined by the Authority;

(b) to issue turnpike revenue bonds of the Authority payable solely from revenues, including tolls, pledged to such bonds, for the purpose of paying all or any part of the cost of a Turnpike Project; and

(c) to fix, revise, and adjust from time to time tolls for transit over each separate Turnpike Project; and

WHEREAS, pursuant to the Turnpike Act and agreements with the Texas Department of Transportation (as further defined herein, "*TxDOT*"), the Authority expects to own, design, construct, operate, maintain and finance a Turnpike Project to be known as the Western Extension to the President George Bush Turnpike (as further defined herein, the "*PGBT WE Project*"); and

WHEREAS, in order to finance the construction and development of the PGBT WE Project:

(a) USDOT (as defined in this Trust Agreement) and the Authority have entered into a TIFIA Loan Agreement (as defined in this Trust Agreement) pursuant to which the TIFIA Lender (as defined in this Trust Agreement) shall make the TIFIA Loan (as defined in this Trust Agreement) available to the Authority, which TIFIA Loan will be evidenced by the TIFIA Note (as defined in this Trust Agreement) issued by the Authority;

(b) TxDOT and the Authority have entered into a Toll Equity Loan Agreement (as defined in this Trust Agreement) pursuant to which TxDOT shall make advances of the Toll Equity Loan (as defined in this Trust Agreement) available to the Authority, which Toll Equity Loan will be evidenced by the Toll Equity Note (as defined in this Trust Agreement) issued by the Authority;

which loans for the PGBT WE Project shall be secured by the Trust Estate as provided in this Trust Agreement; and

WHEREAS, the Authority, pursuant to the Turnpike Act, has designated the PGBT WE Project as a system to be known as the Special Projects System (as further defined herein, the "Project," the "System" or the "Special Projects System"); and

WHEREAS, pursuant to the Turnpike Act and agreements with TxDOT, the Authority is analyzing the feasibility of owning, designing, constructing, operating, maintaining and financing a Turnpike Project to be known as Southwest Parkway/Chisholm Trail Project (as further defined herein, the "SWP/CT Project"); and

WHEREAS, in the event that all or a portion of the SWP/CT Project is financed with the proceeds of bonds or other obligations issued pursuant to this Trust Agreement in accordance with **Article II**, the SWP/CT Project, or the portion thereof so financed, may be included in the Special Projects System; and

WHEREAS, pursuant to Resolution No. 11-35A adopted by the Board on March 17, 2011 (the "BAN Resolution"), the Board has authorized the issuance of its "Special Projects System Taxable Bond Anticipation Notes, Series 2011" (the "Series 2011 BANs"), the proceeds of which are to be used to provide interim financing of a portion of the costs of the acquisition and construction of the PGBT WE Project; and

WHEREAS, the Authority is authorized to enter into this Trust Agreement and to do or cause to be done all the acts and things herein provided or required to be done as hereinafter covenanted; and

WHEREAS, this Trust Agreement is intended to govern all matters relating to the Obligations (defined herein) and, subject to the Project Agreement, also to govern the operation of the System and the improvements, extensions, enlargements and additions to the System, and other matters relating to the Authority and the System as hereinafter provided; and

WHEREAS, the execution and delivery of this Trust Agreement have been duly authorized by resolution of the Authority; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of Texas to happen, exist and be performed precedent to and in the execution and delivery of this Trust Agreement, have happened, exist and have been performed as so required, in order to make this Trust Agreement a valid, binding and legal trust agreement for the security of the Obligations in accordance with their terms; and

WHEREAS, the Trustee has accepted the trusts created by this Trust Agreement and in evidence thereof has joined in the execution hereof;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH, that to obtain the acceptance by the Trustee of the trusts hereby created, and for the purpose of fixing and declaring the terms and conditions upon which the Obligations are to be issued, executed, delivered, secured and accepted by all persons who shall from time to time be or become owners thereof, and in order to secure the payment of all the Obligations, and the interest thereon according to their tenor, purport and effect, and in order to secure the performance and observance of all of the covenants, agreements and conditions therein and herein contained, the Authority does hereby pledge and assign to the Trustee, to the extent and under the terms and conditions provided herein, (a) all Revenues and all other receipts and income derived from the ownership and operation of the Project (*provided* that amounts required to be paid to TxDOT as revenue sharing payments pursuant to the Project Agreement shall not constitute tolls or other

revenues derived from the ownership and operation of the Project for the purposes of this Trust Agreement), and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence, (b) all of its right, title and interest as a "Beneficiary" for the Project under the Master Custodial Account Agreement (defined herein), but not as a "Beneficiary" for any other toll projects for the Authority, (c) all of its right, title and interest in and to the Toll Equity Loan Agreement (defined herein), and (d) all money, including investments and earnings, held by the Trustee in the various funds and accounts (other than in the BANs Construction Fund (as defined herein), including the BAN Capitalized Interest Account therein (as defined herein)) created hereunder ("*Funds and Accounts*", and collectively with the rights and property described in clauses (a) through (c), the "*Trust Estate*"), as security,

FIRST: for the payment of the First Tier Obligations (defined herein) and the interest thereon and as security for the satisfaction of any other obligation assumed by it in this Trust Agreement in connection with the First Tier Obligations, and for the equal and proportionate benefit and security of all and singular the present and future owners of the First Tier Obligations entitled to the benefit of this Trust Agreement, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one First Tier Obligation over any other First Tier Obligation by reason of priority in the issuance, sale or negotiation thereof or otherwise; *provided that*, the Trustee shall apply the security pledged hereunder to the payment of the principal of, and interest on, and other payments with respect to the First Tier Obligations and for the purposes and uses and in the order of priority set forth herein prior to the payment of the principal of, and interest on, and other payments with respect to Second Tier Obligations (defined herein) and Third Tier Obligations (defined herein); and

SECOND: subject to the security interest pledged for the security and payment of the First Tier Obligations, for the payment of the Second Tier Obligations and the interest thereon and as security for the satisfaction of any other obligation assumed by it in this Trust Agreement in connection with the Second Tier Obligations, and for the equal and proportionate benefit and security of all and singular the present and future owners of the Second Tier Obligations entitled to the benefit of this Trust Agreement, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Second Tier Obligation over any other Second Tier Obligation by reason of priority in the issuance, sale or negotiation thereof or otherwise; *provided that*, the Trustee shall apply the security pledged hereunder to the payment of the principal of, and interest on, and other payments with respect to the Second Tier Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the principal of, and interest on, and other payments with respect to the First Tier Obligations, but prior to the payment of the principal of, and interest on, and other payments with respect to the Third Tier Obligations; and

THIRD: subject to the security interest pledged for the security and payment of the First Tier Obligations and Second Tier Obligations, for the payment of the Third Tier Obligations and the interest thereon and as security for the satisfaction of any other obligation assumed by it in this Trust Agreement in connection with the Third Tier Obligations, and for the benefit and security of all and singular the present and future owners of the Third Tier Obligations entitled to the benefit of this Trust Agreement, in

accordance with the priorities and distinctions as to lien as set forth in a Supplemental Agreement (defined herein) executed and delivered in accordance herewith; *provided that*, the Trustee shall apply the security pledged hereunder to the payment of the principal of, and interest on, and other payments with respect to the Third Tier Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the principal of, and interest on, and other payments with respect to First Tier Obligations and Second Tier Obligations, as provided in this Trust Agreement;

provided, however, that to the extent that any Funds and Accounts are pledged to the benefit of First Tier Obligations, Second Tier Obligations or Third Tier Obligations, such amounts held in such Funds and Accounts shall be dedicated to the payment of the corresponding Obligations.

* * *

ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. In addition to words and terms elsewhere defined in this Trust Agreement, the following words and terms as used in this Trust Agreement shall have the meanings set forth below. All other capitalized terms to the extent not otherwise defined herein shall have the respective meanings given to them in the Toll Equity Loan Agreement or the PGBT WE Project Agreement, as applicable.

"Additional Obligations" – Additional First Tier Obligations and/or Second Tier Obligations, as the context may require.

"Additional First Tier Obligations" – those additional First Tier Obligations authorized to be issued, entered into, or incurred under the provisions of **Article II**, which are on a parity with any then Outstanding First Tier Obligations insofar as the lien on the Trust Estate is concerned.

"Additional Second Tier Obligations" – those additional Second Tier Debt Obligations, Second Tier Credit Agreements and related Second Tier Payment Obligations, authorized to be issued, entered into, or incurred under the provisions of **Article II**, which are on a parity with any then Outstanding Second Tier Obligations insofar as the lien on the Trust Estate is concerned.

"Additional Obligation Security" – any credit enhancement for specified Obligations and any funds received or obligations payable to the Authority, other than the Revenues or advances received by the Trustee or the Authority pursuant to the Toll Equity Loan Agreement, which the Authority chooses to include as security for specified First Tier Obligations, Second Tier Obligations or Third Tier Obligations pursuant to a Supplemental Agreement as provided in **Section 419**.

"Aggregate Eligible Costs" – as of the date of issuance of the Series 2011 Bonds, \$1,036,289,553, and thereafter shall be the aggregate amount of Eligible Costs (as defined in the Toll Equity Loan Agreement) expended or incurred, or reasonably anticipated to be expended or incurred, by the Authority as set forth in the most recent Notice of Aggregate Eligible Costs filed with the Trustee pursuant to **Section 713**.

"Annual Operating Budget" – the annual operating budget, as amended or supplemented, adopted or in effect for each Fiscal Year as provided in **Section 711**, which budget shall also comply with the requirements of the TIFIA Loan Agreement for as long as the TIFIA Note is not fully and indefeasibly paid pursuant to Article XII (which requirements may be modified, amended or waived at the sole discretion of the TIFIA Lender).

"Annual Operating Budget Account" – the account within the Operating Fund, the Major Maintenance Fund or the Capital Expenditures Fund, as applicable, created by **Section 401**.

"Authority" – the North Texas Tollway Authority created by and operating pursuant to Chapter 366 of the Texas Transportation Code, as amended, or the board, body or authority succeeding to the principal functions thereof, or to whom the powers given by the Turnpike Act to the Authority shall be given by law.

"Balloon Indebtedness" – a Series of Obligations of which 25% or more of the original Principal matures in the same Fiscal Year and is not required by a Supplemental Agreement or other proceedings pursuant to which such Obligations were issued to be amortized by payment or redemption prior to that Fiscal Year (excluding any contingent mandatory redemptions), *provided that* such Obligations will not constitute Balloon Indebtedness and will be assumed to amortize in accordance with its stated terms if the Trustee is provided a certificate of the Chief Financial Officer certifying that such Obligations are not to be treated as Balloon Indebtedness or if a Supplemental Agreement provides that such Obligations are not to be treated as Balloon Indebtedness.

"BAN Resolution" – has the meaning assigned to such term in the recitals to this Trust Agreement.

"BAN Capitalized Interest Account" – the account within the BANs Construction Fund created by **Section 401**.

"bank" any bank, trust company, or national banking association organized or operating under the laws of any state of the United States of America or of the United States of America.

"Bankruptcy Related Event" – (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) if applicable, liquidation, receivership, reorganization or other relief in respect of the Authority or any of its debts, or of a substantial part of the assets of the Authority, under any Insolvency Law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Authority or for a substantial part of the assets of the Authority, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for **60** days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Authority shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Authority or for a substantial part of the assets of the Project or the Authority, or (ii) become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) be adjudicated a bankrupt or insolvent, or (v) commence a voluntary case under any Insolvency Law or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief or otherwise seeking to take advantage of any Insolvency Law or admit the material allegations of a petition filed against the Authority in any proceeding referred to in the foregoing clauses of this definition, or (vi) take any action for the purpose of effecting any of the foregoing.

"BANs Construction Fund" – the fund created by **Section 401**.

"Board" – the Board of Directors of the Authority.

"Board Representative" – the Executive Director, the Deputy Executive Director, the Chief Financial Officer, and such other individuals so designated by the Authority to perform the duties of the Board Representative under this Trust Agreement.

"Board Representative's Certificate" – the certificate of the Board Representative executed and delivered in connection with any Series of Additional Obligations hereafter authorized by the Authority in a manner that delegates the establishment of the terms of such Additional Obligations in connection with the issuance of such Additional Obligations to a Board Representative.

"*Bond Counsel*" – an attorney or firm of attorneys of nationally recognized standing and ability, practicing in the law pertaining to municipal bonds, selected by the Authority and satisfactory to the Trustee.

"*Bond Resolution*" – shall mean Resolution No. 11-35B, approved by the Board on March 17, 2011, authorizing this Trust Agreement, the First Supplemental Agreement, the Second Supplemental Agreement and the Third Supplemental Agreement.

"*Business Day*" – any day other than a Saturday or Sunday or a day on which banking institutions are required or authorized by law or executive order to remain closed in the State of Texas or the City of New York or in the city in which the designated office of the Trustee or the Depository is located; *provided, however*, such term may have a different meaning for purposes of a Credit Agreement.

"*Capital Expenditures*" – amounts properly capitalized on the books and records of the Authority in accordance with GAAP, including, but not limited to, the cost of constructing, improving and reconstructing improvements and betterments to all parts of the PGBT WE Project, as determined by the Authority, including expenditures made pursuant to lease-purchase arrangements, additional lanes, tunnels, interchanges, toll plazas, toll gantries, bridges, connecting roads, transit interface facilities, safety rails, safety improvements, illumination, signage, and any equipment and other improvements, including technological equipment, hardware and software, deemed necessary or desirable by the Authority, *provided, however*, that Capital Expenditures shall not include Operating Expenses or Major Maintenance Expenses.

"*Capital Expenditures Fund*" – the fund created by **Section 401**.

"*Capital Expenditures Reserve Fund*" – the fund created by **Section 401**.

"*Capital Expenditures Reserve Requirement*" – (a) for years 1 through 9 after the PGBT WE Closing Date, an amount equal to (i) the product of (A) the total amount of the capital cost of the Project Capacity Improvements in year 9 as shown in the Financial Model divided by 9, multiplied by (B) the number of years after the PGBT WE Closing Date (with each partial year deemed to be a whole year), less (ii) the aggregate amount of funds transferred from the Capital Expenditures Reserve Fund to the Capital Expenditures Fund to pay costs of the Project Capacity Improvements scheduled in year 9, and (b) for years 10 through 20 after the PGBT WE Closing Date, an amount equal to (i) the product of (A) the total amount of the capital cost of the Project Capacity Improvements in year 20 as shown in the Financial Model divided by 11, multiplied by (B) the number of years after the 9th anniversary of the PGBT WE Closing Date (with each partial year deemed to be a whole year), less (ii) the aggregate amount of funds transferred from the Capital Expenditures Reserve Fund to the Capital Expenditures Fund to pay costs of the Project Capacity Improvements scheduled in year 20; *provided, however, that*, if the most recent Financial Model delivered after the PGBT WE Closing Date shows expenditures of the capital costs of Project Capacity Improvements in years other than in the years 9 and 20 after the PGBT WE Closing Date as described above, this definition of "Capital Expenditures Reserve Requirement" shall be deemed to be revised accordingly. For purposes of illustration, if the expenditures of the capital costs of Project Capacity Improvements in the most current Financial Model is scheduled to occur in years 11 and 21 rather than years 9 and 20, the definition of "Capital Expenditures Reserve Requirement" shall be deemed to be revised as follows: (a) for years 1 through 11 after the PGBT WE Closing Date, an amount equal to (i) the product of (A) the total amount of the capital cost of the Project Capacity Improvements in year 11 as shown in

the Financial Model divided by 11, multiplied by (B) the number of years after the PGBT WE Closing Date (with each partial year deemed to be a whole year), less (ii) the aggregate amount of funds transferred from the Capital Expenditures Reserve Fund to the Capital Expenditures Fund to pay costs of the Project Capacity Improvements scheduled in year 11, and (b) for years 12 through 21 after the PGBT WE Closing Date, an amount equal to (i) the product of (A) the total amount of the capital cost of the Project Capacity Improvements in year 21 as shown in the Financial Model divided by 10, multiplied by (B) the number of years after the 11th anniversary of the PGBT WE Closing Date (with each partial year deemed to be a whole year), less (ii) the aggregate amount of funds transferred from the Capital Expenditures Reserve Fund to the Capital Expenditures Fund to pay costs of the Project Capacity Improvements scheduled in year 21.

"*Cash Flows*" – with respect to any Fiscal Year, the aggregate Revenues derived (or with respect to a prospective Fiscal Year, estimated Revenues to be derived) from the ownership and operation of the Project in any such year, less the Operating Expenses incurred (or with respect to a prospective Fiscal Year, the estimated Operating Expenses to be incurred) in any such year; *provided that* Major Maintenance Expenses and Capital Expenditures shall not be included in the determination of Cash Flows.

"*Chief Financial Officer*" – the Chief Financial Officer or such other individuals designated by the Board to perform the duties of the Chief Financial Officer under this Trust Agreement.

"*CIF Construction Account*" – the account within the Construction Fund created by **Section 401**.

"*Code*" – the Internal Revenue Code of 1986, as amended.

"*Construction Fund*" – the fund created by **Section 401**.

"*Construction Step-In*" – the exercise by TxDOT of its rights pursuant to Section 6.02(e) of the Toll Equity Loan Agreement upon written notice to the Trustee to step-in and undertake completion of construction of the Project.

"*Construction Step-In Construction Costs Limit*" – (a) with respect to the PGBT WE Project, \$54,491,858, and (b) with respect to the SWP/CT Project, the amount set forth in a Supplemental Agreement delivered in accordance with **Article XI**.

"*Construction Step-In Evaluation Costs*" – costs that TxDOT incurs for inspection and evaluation in connection with the exercise of its Construction Step-In rights.

"*Construction Step-In Evaluation Costs Limit*" – (a) with respect to the PGBT WE Project, \$35,000,000, and (b) with respect to the SWP/CT Project, the amount set forth in a Supplemental Agreement delivered in accordance with **Article XI**.

"*Consulting Engineers*" – the civil engineer or engineering firm or corporation at the time employed by the Authority pursuant to the provisions of **Section 704(a)** to carry out the duties imposed by this Trust Agreement on the Consulting Engineers.

"*Controlling Creditor*" – subject to Section 812(b), TxDOT.

"*Corporate Trust Office*" – the office of the Trustee at which at any particular time its corporate trust business shall be principally administered, which office at the date of the

execution and delivery of this Trust Agreement, as originally executed and delivered, is located at 1445 Ross Ave. 2nd Floor, MAC: T5303-022, Attention: Corporate Trust Services.

"*Cost*" or "*Cost of the Project*" – all obligations and expenses and all items of cost which are set forth in **clause (d) of Section 402** or are otherwise authorized to be incurred or paid under the Turnpike Act.

"*Counsel for the Authority*" – the General Counsel of the Authority, if there be such, or such counsel as the Authority may from time to time by resolution designate to exercise any of the duties or functions required by this Trust Agreement to be exercised by Counsel for the Authority.

"*Counsel to TxDOT*" – an attorney or law firm acting as counsel to TxDOT (who may be counsel to the Texas Transportation Commission).

"*Credit Agreement*" – a Second Tier Credit Agreement or a Third Tier Credit Agreement, as applicable.

"*Credit Provider*" – any bank, financial institution, insurance company, surety bond provider, or other entity, public or private, which provides, executes, issues, or otherwise is a provider of a Credit Agreement.

"*Current Year Revenue Account*" – the account created by **Section 401**.

"*Debt Service Requirements*" – for any Fiscal Year (a) the aggregate amount of interest on and Principal of Outstanding Obligations specified for the purposes for which Debt Service Requirements are to be calculated for such Fiscal Year, other than any Credit Agreement, that are due in such Fiscal Year and (b) with respect to any Credit Agreement, the Payment Obligations relating thereto that are due in such Fiscal Year, in each case as limited and calculated in the following manner:

(i) Except as modified below, for any Fiscal Year, the aggregate amount of interest on and Principal of Outstanding Obligations which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed on September 1 of such Fiscal Year shall be excluded from the calculation of debt service for such Fiscal Year, and the aggregate amount of interest on and Principal of Outstanding Obligations which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed on the September 1 immediately following such Fiscal Year shall be included in the calculation of debt service for such Fiscal Year;

(ii) As to any future Fiscal Year such requirements shall be calculated solely on the basis of Obligations Outstanding as of the date of calculation plus any Obligations then proposed to be issued as Additional Obligations;

(iii) If any of the Obligations constitute Balloon Indebtedness or Short-Term Indebtedness, then such amounts thereof as constitute Balloon Indebtedness or Short-Term Indebtedness shall be treated as if such Obligations are to be amortized in substantially equal annual installments of Principal and interest over the useful life of the improvements financed with the proceeds of such Balloon Indebtedness or Short-Term Indebtedness as calculated by, and set forth in, a certificate of the Chief Financial Officer. Anything to the contrary herein notwithstanding except as set forth in **clause (iv)** below, during the Fiscal Year in which the final maturity date of such Balloon Indebtedness

occurs, or, in the case of Short-Term Indebtedness, in each Fiscal Year, all of the Principal thereof shall be considered to be due on the final maturity date of such Balloon Indebtedness or Short-Term Indebtedness unless the Authority provides to the Trustee, prior to the beginning of such Fiscal Year, a certificate of a Financial Consultant certifying that, in its judgment, the Authority will be able to refund such Balloon Indebtedness or Short-Term Indebtedness through the issuance of Additional Obligations, in which event the Balloon Indebtedness or Short-Term Indebtedness shall be amortized over the term of such proposed refunding Additional Obligations and shall be deemed to bear the interest rate specified in the certificate of the Financial Consultant;

(iv) Notwithstanding anything to the contrary in **clause (iii)** above, with respect to Balloon Indebtedness for which, as of the date of delivery of such Balloon Indebtedness or other date of calculation, there is a firm commitment to purchase Obligations, or to make disbursements or honor draws under an Outstanding Obligation, the proceeds of which will be used to refund or pay such Balloon Indebtedness, debt service on such Balloon Indebtedness shall be deemed to be the Debt Service Requirements for such Obligations;

(v) So long as the TIFIA Note is Outstanding, debt service on the TIFIA Note for any future period within a Fiscal Year and for any future Fiscal Year shall be the Principal and interest payments set forth in the loan amortization schedule in Appendix Two to the TIFIA Note (as the same may be revised from time to time in accordance with the TIFIA Loan Agreement) regardless of the aggregate amount of funds disbursed to the Authority under the TIFIA Loan as of the date of calculation of Debt Service Requirements; and

(vi) Notwithstanding the foregoing, all amounts which are deposited to the credit of the First Tier Capitalized Interest Account or the Interest Accounts (or a sub-account thereof) from original proceeds from the sale of any First Tier Obligations, Second Tier Debt Obligations or Third Tier Obligations, as applicable, or deposited or required to be deposited to the credit of the First Tier Capitalized Interest Account or the Interest Accounts (or a sub-account thereof) from any other lawfully available source (but excluding advances under the Toll Equity Loan Agreement and Revenues), and which are used or scheduled to be used to pay interest on such Obligations during any Fiscal Year, shall be deemed to reduce the Debt Service Requirements for any such Fiscal Year to the extent of such deposits; and the amount of such deposits shall be excluded from and shall not constitute Debt Service Requirements for any such Fiscal Year; and

(v) Debt Service Requirements shall exclude any termination or similar payments owed or paid by the Authority under any Credit Agreement.

"Defeased Debt" – as defined in **Section 1201(b)**.

"Default Interest Amount" – as defined in **Section 406**.

"Depositary" – Wells Fargo Bank, National Association as the depositary bank under the Master Custodial Account Agreement, and any successor or replacement depositary bank thereunder.

"Direct Agreement" – the Direct Agreement, dated as of April 1, 2011, by and among TxDOT, USDOT, the Authority and the Trustee.

"*Draw Request*" – as defined in **Section 420**.

"*Eligible Project Costs*" – has the meaning assigned to such term in the TIFIA Loan Agreement.

"*Event of Default*" – as defined in **Section 802**.

"*Excluded Fund*" – as defined in **Section 902**.

"*Financial Consultant*" – a nationally recognized firm of independent professional financial consultants having a favorable reputation for skill and experience in the field of financial consultation.

"*Financial Model*" – each of (i) the Financial Model (as defined in the Toll Equity Loan Agreement) delivered to TxDOT pursuant to the Toll Equity Loan Agreement and (ii) the Base Case Financial Model (as defined in the TIFIA Loan Agreement) as included in the Financial Plan (as defined in the TIFIA Loan Agreement) delivered to the TIFIA Lender pursuant to the TIFIA Loan Agreement.

"*Financing Documents*" – this Trust Agreement, the TIFIA Loan Agreement, the Toll Equity Loan Agreement, the Direct Agreement, the Master Custodial Account Agreement, the Toll Equity Note, the Series 2011 Bonds and the TIFIA Note.

"*First Supplemental Agreement*" – the First Supplemental Agreement to this Trust Agreement, dated as of even date herewith.

"*First Tier Capitalized Interest Account*" – the account within the First Tier Debt Service Fund created by **Section 401**.

"*First Tier Debt Service Fund*" – the fund created by **Section 401**.

"*First Tier Interest Account*" – the account within the First Tier Debt Service Fund created by **Section 401**.

"*First Tier Obligations*" – the Series 2011 Bonds, and any bond, note, or other obligation, issued, incurred or entered into pursuant to **Article II** as Additional First Tier Obligations.

"*First Tier Principal Account*" – the account within the First Tier Debt Service Fund created by **Section 401**.

"*Fiscal Year*" – each 12-month period ending August 31, or any other period agreed to by the Authority and TxDOT as the Fiscal Year for the System.

"*Fitch*" – Fitch Ratings, or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

"*Funds and Accounts*" – the meaning given such term in the granting clause hereto, which, for purposes of clarification, specifically excludes the BANs Construction Fund and the BAN Capitalized Interest Account.

"*GAAP*" – those principles of accounting promulgated by the Financial Accounting Standards Board, the Governmental Accounting Standards Board or the standards of the Office of Management and Budget Circular A-133, Audits of States, Local Government and Non-Profit Organizations, as applicable, or which have other substantial authoritative support and are

applicable in the circumstances as of the date of a report, as such principles are from time to time supplemented and amended.

"General Account" – the account created by **Section 401**.

"General Fund" – the fund created by **Section 401**.

"Government Obligations" – as defined in **Section 1201(e)**.

"Governmental Lender" – a federal agency or instrumentality, federal government-sponsored enterprise or federal government corporation.

"Insolvency Laws" – the United States Bankruptcy Code, 11 U.S.C. §101 et seq., as from time to time amended and in effect, and any state bankruptcy, insolvency, receivership, liquidation, reorganization or similar law now or hereafter in effect.

"Interest Accounts" – the First Tier Interest Account, the Second Tier Interest Account and the Third Tier Interest Account.

"Major Maintenance Expenses" – the reasonable and necessary expenses (but excluding non-cash expenses such as depreciation, depletion and amortization) of repair and maintenance of the Project that do not occur at annual or shorter periods, as reasonably determined by the Authority (or TxDOT during an O&M Step-In) for preserving or extending the useful life of the Project and to provide for the repair and maintenance of the Project as required by the Project Agreement Standards, including, without limiting the generality of the foregoing, reasonable and necessary expenses for periodic roadway resurfacing and repair, replacement of toll collection, vehicle identification, toll integration and video enforcement equipment, and all administrative and engineering expenses relating thereto; *provided, however*, that Major Maintenance Expenses shall exclude Capital Expenditures and Operating Expenses; *provided further*, that the Authority shall comply with 23 U.S.C. § 116(d) in connection with any such Major Maintenance Expenses.

"Major Maintenance Fund" – the fund created by **Section 401**.

"Major Maintenance Reserve Fund" – the fund created by **Section 401**.

"Major Maintenance Reserve Requirement" – the sum of (a) the amount equal to 100% of the Major Maintenance Expenses projected to be incurred in the next Fiscal Year from the date of calculation as set forth in the Project Budget, (b) the amount equal to 80% of the Major Maintenance Expenses project to be incurred in the second Fiscal Year from the date of calculation as set forth in the Project Budget, (c) the amount equal to 50% of the Major Maintenance Expenses projected to be incurred in third Fiscal Year from the date calculation as set forth in the Project Budget, (d) the amount equal to 25% of the Major Maintenance Expenses projected to be incurred in the fourth Fiscal Year from the date of calculation as set forth in the Project Budget, and (e) the amount equal to 10% of the Major Maintenance Expenses projected to be incurred in the fifth Fiscal Year from the date of calculation as set forth in the Project Budget.

"Master Custodial Account Agreement" – that certain Master Custodial Account Agreement dated April 1, 2011 by and between the Authority and the Depository relating to the deposit and transfer of Project Revenues, together with the MCAA Joinder Agreement thereto, and any similar agreement as a replacement or substitute therefor.

"*Maximum Available Annual Amount*" – has the meaning assigned to such term in the Toll Equity Loan Agreement.

"*MCAA Joinder Agreement*" – that certain Joinder Agreement dated April 1, 2011 between the Authority and the Depository relating to the Special Projects System.

"*Moody's*" – Moody's Investors Service, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

"*Notice of Aggregate Eligible Costs*" – a notice of Aggregate Eligible Costs filed with the Trustee pursuant to **Section 713**.

"*Non-Appropriation Event*" – the failure of TxDOT to honor a Draw Request by the Trustee for an advance under the Toll Equity Loan Agreement due solely to the fact that funds had not been appropriated to TxDOT by the Texas State Legislature in a manner that would allow its use for such purpose.

"*O&M Step-In*" – the exercise by TxDOT of its rights pursuant to Section 6.02(d) of the Toll Equity Loan Agreement upon written notice to the Trustee to step-in and operate and maintain the Project.

"*Obligations*" – the First Tier Obligations, Second Tier Obligations and Third Tier Obligations.

"*Operating Expenses*" – all reasonable current expenses incurred and paid or payable by the Authority (or TxDOT during an O&M Step-In) required for the operation and maintenance of the Project, including without limitation costs for operation, maintenance and repair, consumables, payments under any lease or rental payments properly considered to be operating expenses, payments pursuant to agreements for the management of the Project, taxes, premiums payable on any insurance, payments for oversight services, all administrative, engineering and policing costs, costs for any security, toll collection and enforcement expenses, fees and expenses of the Trustee, the Traffic Engineers, the Consulting Engineers, the insurance consultant, legal and accounting expenses, and any other reasonable and necessary expense paid for the operations and maintenance of the Project; *provided, however*, that Operating Expenses shall not include Capital Expenditures, Major Maintenance Expenses, Debt Service Requirements, the redemption price of any Obligation, and any non-cash charges, such as depreciation, amortization or other bookkeeping entries of a similar nature.

"*Operating Fund*" – the fund created by **Section 401**.

"*Outstanding*" – when used with reference to the Obligations, at any date of which the amount of the Outstanding Obligations is to be determined, the aggregate of all Obligations secured by this Trust Agreement, except:

- (a) Obligations paid, cancelled or delivered to the Trustee for cancellation at or prior to such date;
- (b) Obligations for the full payment of the Principal of, premium, if any, and interest on which cash shall have been theretofore deposited with the Trustee and which (i) shall have matured by their terms, or otherwise shall have become payable, but shall not have been surrendered for payment or (ii) shall have been purchased by the Trustee but shall not have been presented for payment;

(c) Obligations which are deemed paid pursuant to **Section 1201(b)**; and

(d) Obligations in exchange or in lieu of which other Obligations have been delivered under this Trust Agreement.

"*Owner*" – with respect to Obligations other than Credit Agreements, the registered owner of such Obligations as shown on the registration records and books related thereto, and with respect to any Credit Agreement, the applicable Credit Provider.

"*Payment Obligations*" – Second Tier Payment Obligations and Third Tier Payment Obligations.

"*Permitted Investments*" – :

(a) Government Obligations;

(b) certificates of deposit, including certificates of deposit of the Trustee, where the certificates are collaterally secured by securities of the type described in item (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by an agency of the United States of America;

(c) repurchase agreements when collateralized by securities of the type described in item (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;

(d) money market funds, including money market funds affiliated with the Trustee, that invest solely in obligations of the United States of America, its agencies and instrumentalities, and having a rating by S&P of AAAM-G or AAA-m or if rated by Moody's, having a rating of Aaa; and

(e) collateralized investment agreement or other contractual agreements with corporations, financial institutions or national associations within the United States of America, *provided that* the senior long-term debt of such corporations, institutions or associations is rated AAA by a Rating Agency.

Investments may be made in Permitted Investments through an eligible investment pool as permitted by Texas Government Code, Chapter 2256, as amended.

"*Permitted Ancillary Projects*" – a contract or lease with a Person for the use of part of the Project, including the right-of-way adjoining the paved portion, for a gas station, garage, store, hotel, restaurant, parking facility, train station, railroad track, billboard, telephone line or facility, telecommunication line or facility, data transmission line or facility, or electric line or facility.

"*Person*" – an individual, partnership, corporation (including a business trust), limited or unlimited liability company, joint stock company, trust, unincorporated association, joint venture, governmental authority or other entity.

"*PGBT WE Closing Date*" – the date the Series 2011 Bonds and the TIFIA Note are issued, authenticated and delivered.

"*PGBT WE Project*" – the turnpike project of the Authority, designated as the Western Extension to the President George Bush Turnpike, which is a turnpike project approximately eleven and one-half miles long in the SH 161 corridor extending from SH 183 South to IH 20 along the western boundary of Dallas County, including all bridges, tunnels, overpasses, underpasses, interchanges, toll plazas, toll gantries, and administration, storage, and other buildings, facilities, and improvements which the Authority has deemed necessary for the operation of the PGBT WE Project, together with all property rights, easements and interests acquired by the Authority for the construction or the operation of the PGBT WE Project all in accordance with the terms of this Trust Agreement and the PGBT WE Project Agreement.

"*PGBT WE Project Agreement*" – the Project Agreement State Highway 161 dated July 30, 2009, between the Authority and TxDOT regarding the development, construction, operation, maintenance and financing of the PGBT WE Project, as supplemented and amended.

"*PMO*" – the manager for the Project, which may be an employee of or consultant to the Authority.

"*Post-Petition Interest*" – has the meaning specified in **Section 214(b)**.

"*Principal*" – (i) the principal amount or maturity amount of the Series 2011 Bonds, the TIFIA Note, the Toll Equity Note or of any additional bond, note or other evidences of debt issued, incurred or entered into pursuant to Article II (including, for the avoidance of doubt, with respect to each such bond, note or other evidences of debt, interest that is capitalized and added to the principal amount thereof in accordance therewith and any amount of interest compounded in accordance therewith) and (ii) the amount of any Payment Obligation; provided, however, that when used in connection with determining whether Owners of a percentage of the Principal amount of Outstanding Obligations have given any consent, order, request, direction or other act, "Principal" shall mean clause (i) of this definition.

"*Project*" or "*System*" or "*Special Projects System*" – the PGBT WE Project; *provided, however*, that this term shall include, only upon such time as all the conditions in Article II for the issuance of Additional Obligations have been met with respect to the financing in whole or in part of the SWP/CT Project, the SWP/CT Project or such portion so financed; *provided further*, that at such time as neither the Authority nor TxDOT has any further obligations pursuant to the Toll Equity Loan Agreement and the TIFIA Lender no longer owns any Outstanding Obligations as a result of the indefeasible payment in full of the Obligations in connection with the TIFIA Loan Agreement, or provision for such payment being made, in accordance with **Article XII**, then the definition of Project, System and Special Projects System may be expanded to also include any additional project that the Authority may designate in a Supplemental Agreement.

"*Project Agreement*" – the PGBT WE Project Agreement, *provided, however*, that this term shall include, only upon such time as all the conditions in **Article II** for the issuance of Additional Obligations have been met with respect to the financing in whole or in part of the SWP/CT Project, the SWP/CT Project Agreement; *provided further*, that at such time as the definition of Project, System or Special Projects System may be expanded to include any additional project that the Authority may designate in a Supplemental Agreement pursuant to the

terms of such definition, then the definition of Project Agreement may be expanded to include the project agreement for any such additional project.

"Project Agreement Standards" – (a) the minimum standards for operation and maintenance of the PGBT WE Project as set forth in the Project Agreement; *provided that* the Authority's "System-wide Design Guidelines" for landscaping and aesthetics that the Authority is permitted to implement under **Section 9(b)** of the Project Agreement shall not be considered to be minimum standards and the Authority's "Roadside Customer Service" shall be considered to be minimum standards, and (b) in the event that SWP/CT Project is added to the System in accordance with the terms of this Trust Agreement, the minimum standards for operation and maintenance of the SWP/CT Project as set forth in the Toll Equity Loan Agreement.

"Project Budget" – the Project Budget mutually approved by the Authority and TxDOT attached hereto as **Appendix B**, as may be amended and supplemented in connection with the issuance of Additional Obligations pursuant to **Sections 208, 209 or 211**, or pursuant to **Section 1313**.

"Project Budget Account" – the account within the Operating Fund, the Major Maintenance Fund or the Capital Expenditures Fund, as applicable, created by **Section 401**.

"Project Capacity Improvements" – the capacity improvements to the PGBT WE Project as required under Section 8(e) of the PGBT WE Project Agreement and provided in Exhibit D thereto.

"Project Capacity Improvements Capital Expenditures" – Capital Expenditures for the Project Capacity Improvements.

"Project Revenues" – all tolls, fees or charges collected or received for the use of the Project as well as fines and penalties and interest thereon collected as a result of a failure to pay any tolls, fees or charges for the use of the Project; *provided, however*, that any of the amounts described above collected or received by the Authority and required to be paid to TxDOT as revenue sharing payments pursuant to the Project Agreement shall not constitute "Project Revenues" for the purposes of this Trust Agreement.

"Rate Stabilization Fund" – the fund created by **Section 401**.

"Rate Stabilization Fund Requirement" – an amount equal to the greater of (a) \$65,376,911, or such other amount established pursuant to the Toll Equity Loan Agreement as amended or supplemented pursuant to **Section 1313**, and (b) 100% of the Maximum Available Annual Amount for the Fiscal Year following the Fiscal Year in which the calculation is made, *provided, however*, that in no event shall the Rate Stabilization Fund Requirement be in excess of the maximum Principal and interest coming due on First Tier Obligations and Second Tier Debt Obligations in any future Fiscal Year.

"Rating Agencies" – Fitch, Moody's and S&P and such other nationally recognized securities rating agency as may be so designated in writing by the Board.

"Real Property" – any land, rights therein (including options), rights of way, franchises, easements, rights of entry, leasehold interests, mineral interests, structures and property presently attached to the realty or other interests in or appertaining to any land, and any estate therein, either temporary or for a fixed period or permanent; and the term real property shall also include all other property, if any, considered as real property under the laws of the State of Texas.

"*Required Creditors*" – as of any date of determination, the Owners of not less than a majority in Principal amount of the First Tier Obligations then Outstanding and the Owners of not less than a majority in Principal amount of the Second Tier Obligations then Outstanding.

"*Responsible Officer*" – when used with respect to the Trustee, any officer within the Corporate Trust Services of the Trustee (or any successor unit, department or division of the Trustee) located at the Corporate Trust Office of the Trustee, who has direct responsibility for the administration of this Trust Agreement.

"*Revenue Fund*" – the fund created by **Section 401**.

"*Revenues*" – Project Revenues, investment income from the Funds and Accounts established herein, business interruption insurance payments, liquidated damages and any other amounts received by the Authority relating to the use and operation of the Project; *provided, however*, that any of the amounts described above collected by the Authority and required to be paid to TxDOT as revenue sharing payments pursuant to the Project Agreement shall not constitute "Revenues" for the purposes of this Trust Agreement.

"*Second Supplemental Agreement*" – the Second Supplemental Agreement to this Trust Agreement, dated as of even date herewith.

"*Second Tier Credit Agreement*" – the TIFIA Loan Agreement; *provided, however*, that this term may also refer to, only upon such time as all the conditions in **Article II** for the issuance of Additional Obligations have been met with respect to the financing in whole or in part of the SWP/CT Project, any SWP/CT TIFIA Loan Agreement.

"*Second Tier Debt Obligations*" – the TIFIA Note and any bond, note, or other evidences of debt issued, incurred or entered into pursuant to **Article II** as Additional Second Tier Obligations.

"*Second Tier Debt Service Fund*" – the fund created by **Section 401**.

"*Second Tier Interest Account*" – the account within the Second Tier Debt Service Fund created by **Section 401**.

"*Second Tier Obligations*" – collectively, the Second Tier Debt Obligations and the Second Tier Payment Obligations.

"*Second Tier Payment Obligations*" – all payment obligations or amounts payable by the Authority of any kind or nature under a Second Tier Credit Agreement, other than payment obligations evidenced by a Second Tier Debt Obligation; and all such Second Tier Payment Obligations shall be deemed to constitute Principal of Second Tier Obligations, and shall be paid from the Second Tier Principal Account; *provided, however*, that, if expressly so provided in a Second Tier Credit Agreement, some or all of the amounts payable under a Second Tier Credit Agreement may be designated to be Third Tier Payment Obligations.

"*Second Tier Principal Account*" – the account within the Second Tier Debt Service Fund created by **Section 401**.

"*Senior Project Obligations*" – has the meaning specified in **Section 214**.

"*Series*" – one or more Obligations issued at the same time and having the same parity insofar as the lien of the Trust Estate is concerned and any Obligations thereafter authenticated

and delivered in lieu of or in substitution for such Obligations, or sharing some other common term or characteristic, and designated as a separate Series of Obligations.

"*Series 2011 BANs*" – the Authority's Special Projects System Taxable Bond Anticipation Notes, Series 2011, issued in the aggregate principal amount of \$418,405,000 to finance a portion of the Costs of the Project and authorized by the BAN Resolution.

"*Series 2011 Bonds*" – the Authority's Special Projects System First Tier Revenue Bonds, Series 2011, to be issued as First Tier Obligations in the aggregate principal amount of \$672,833,449.65, issued to finance a portion of the Cost of the Project and authorized by the First Supplemental Agreement, including collectively the Series 2011 Bonds initially issued under the First Supplemental Agreement and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement Series 2011 Bonds issued pursuant to the First Supplemental Agreement.

"*Series 2011 Capitalized Interest Account Requirement*" – an amount calculated by the Authority and provided to the Trustee which, when added to estimated investment earnings thereon, equals the interest that will accrue and be payable on the Series 2011 Bonds through the period ending one year after the expected Service Commencement Date.

"*Series 2011 Construction Account*" – the account within the Construction Fund created by **Section 401**.

"*Service Commencement Date*" – the date when all phases of the PGBT WE Project are open for normal and continuous operations and use by the traveling public.

"*Shortfall Amount*" – has the meaning specified in **Section 403(c)**.

"*Short-Term Indebtedness*" – all Obligations with a final maturity date of less than 365 days from the date of issuance.

"*S&P*" – Standard & Poor's Corporation or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Board.

"*Stated Maturity*" – for any Obligation, the scheduled maturity date or final mandatory sinking fund redemption date of such Obligation.

"*Supplemental Agreement*" – the First Supplemental Agreement, the Second Supplemental Agreement, the Third Supplemental Agreement, and any other supplemental agreement to this Trust Agreement, now or hereafter duly authorized and entered into in accordance with the provisions of **Article XI**.

"*SWP/CT Closing Date*" – the date or dates that Additional Obligations are issued, authenticated and delivered to finance the SWP/CT Project.

"*SWP/CT Project*" – the turnpike project of the Authority, or such portion thereof financed with proceeds of Additional Obligations, designated as the Southwest Parkway/Chisholm Trail Project, which is a turnpike project approximately 27.6 miles long in the SH 121 corridor extending from IH 30 near the Central Business District in the City of Fort Worth to US 67 in the City of Cleburne, including all bridges, tunnels, overpasses, underpasses, interchanges, toll plazas, toll gantries, and administration, storage, and other buildings, facilities, and improvements which the Authority has deemed necessary for the operation of the SWP/CT

Project, together with all property rights, easements and interests acquired by the Authority for the construction or the operation of the SWP/CT Project all in accordance with the terms of this Trust Agreement and the SWP/CT Project Agreement.

"SWP/CT Project Agreement" – the Project Agreement Southwest Parkway/Chisholm Trail Project dated October 27, 2010, between the Authority and TxDOT regarding the development, construction, operation, maintenance and financing of the SWP/CT Project, as supplemented and amended.

"SWP/CT TIFIA Loan Agreement" – to the extent approved by USDOT, any Secured Loan Agreement or other loan agreement, as supplemented and amended, between the Authority and USDOT relating to the financing of the Costs of the SWP/CT Project which shall be designated in a Supplemental Agreement as a Second Tier Credit Agreement for purposes of this Trust Agreement.

"Third Supplemental Agreement" – the Third Supplemental Agreement to this Trust Agreement, dated as of even date herewith.

"Third Tier Credit Agreement" – the Toll Equity Loan Agreement.

"Third Tier Debt Obligations" – the Toll Equity Note and any bond, note, or other evidences of debt issued, incurred or entered into pursuant to **Article II** as additional Third Tier Debt Obligations.

"Third Tier Debt Service Fund" – the fund created by **Section 401**.

"Third Tier Interest Account" – the account within the Third Tier Debt Service Fund created by **Section 401**.

"Third Tier Obligations" – collectively, the Third Tier Debt Obligations and the Third Tier Payment Obligations.

"Third Tier Payment Obligations" – unless otherwise specifically stated in a Supplemental Agreement, all amounts payable by the Authority under a Third Tier Credit Agreement, other than payment obligations evidenced by a Third Tier Debt Obligation; and all such Third Tier Payment Obligations shall be deemed to constitute Principal of Third Tier Obligations, and shall be paid from the Third Tier Principal Account and specified in a Supplemental Agreement; and all payment obligations under a Second Tier Credit Agreement which are expressly designated to be Third Tier Payment Obligations shall be treated as and constitute Third Tier Payment Obligations for all purposes under this Trust Agreement; *provided, however*, that expenses incurred by TxDOT upon an O&M Step-In or a Construction Step-In shall not constitute Third Tier Payment Obligations; *provided, further* that any amounts payable by the Authority to TxDOT with respect to (i) the Authority's indemnity obligation under Section 8.02(f) of the Toll Equity Loan Agreement and (ii) the Authority's obligation to pay Operating Expenses, Major Maintenance Expenses and Capital Expenditures in any given Draw Period in excess of the amounts of such expenses and expenditures as set forth in the Project Budget for such Draw Period or, to the extent such expenses and expenditures relate to operation and maintenance of the Project, at standards higher than the Project Agreement Standards, shall not constitute Third Tier Payment Obligations.

"Third Tier Principal Account" – the account within the Third Tier Debt Service Fund created by **Section 401**.

"Third Tier Subordination Event" – any of the following shall have occurred and be continuing:

(a) a failure by TxDOT to make an advance under the Toll Equity Loan Agreement for any reason upon receiving a Draw Request, including, without limitation, in connection with a Non-Appropriation Event, it being understood, however, that TxDOT's obligation to make an advance under the Toll Equity Loan Agreement is subject to the TxDOT Exposure Limitations;

(b) the entry of any final order discharging or setting aside the TxDOT Obligations, the Toll Equity Loan Agreement or the Direct Agreement in a proceeding brought under the U.S. Bankruptcy Code;

(c) the entry of any order in a receivership proceeding or any other judicial proceeding authorizing the repudiation or setting aside of, or permitting or authorizing non-compliance with, the TxDOT Obligations, the Toll Equity Loan Agreement or the Direct Agreement for any period of time;

(d) the filing of any motion, request or other pleading by TxDOT seeking the discharge or the setting aside of any of the TxDOT Obligations, the Toll Equity Loan Agreement or the Direct Agreement;

(e) (i) TxDOT violates, breaches, repudiates or claims to be invalid or unenforceable any of the TxDOT Obligations or TxDOT's other obligations, agreements and waivers under the Direct Agreement and, with respect to a violation or breach of TxDOT's waivers under Section 4(b)(v) of the Direct Agreement, such violation or breach has not been cured to the reasonable satisfaction of the TIFIA Lender within 30 days after TxDOT's receipt of a notice under **Section 907(b)** of such violation or breach or (ii) any such obligations are determined by a court of competent jurisdiction to be invalid or unenforceable; or

(f) a default in the payment of any amount due with respect to a First Tier Obligation or a Second Tier Obligation (other than the portion of interest payable at the "Default Rate" as defined in the TIFIA Loan Agreement in excess of the stated interest rate in Section 6 of the TIFIA Loan Agreement) has occurred notwithstanding the submission by the Trustee of a complete, executed Draw Request to TxDOT as required under this Trust Agreement;

provided, however, that a Third Tier Subordination Event described in any of the above clauses shall no longer be continuing as of the date the notice described in clause (x)(iii) below is delivered by TxDOT to the Trustee and the TIFIA Lender only if the conditions set forth in either clause (x) or (y) below are satisfied on or before the date on which such notice is delivered by TxDOT:

(x) (i) (A) with respect to a Third Tier Subordination Event described in clauses (a) or (f) above, the cause of such event has been remedied, TxDOT has provided the Trustee and the TIFIA Lender with reasonable evidence that future requests for advances under the Toll Equity Loan Agreement can reasonably be expected to be honored by TxDOT and the First Tier Obligations and Second Tier Obligations will be paid when due and, with respect to a Third Tier Subordination Event described in clause (f), payment has been made of such amount due;

(B) with respect to a Third Tier Subordination Event described in clauses (b), (c) and (e)(ii), such order or determination has been vacated or reversed, and either (1) any

such action is final and non-appealable, or (2) TxDOT has provided the Trustee and the TIFIA Lender with a written undertaking not to appeal such action if appealable;

(C) with respect to a Third Tier Subordination Event described in clause (d), such motion, request or other pleading has been withdrawn or dismissed with prejudice; or

(D) with respect to a Third Tier Subordination Event described in clause (e)(i), such violation, breach, repudiation or claim has been cured to the reasonable satisfaction of the TIFIA Lender; and

(ii) the TxDOT Obligations, the Toll Equity Loan Agreement and the Direct Agreement remain in full force and effect and TxDOT confirms in writing to the TIFIA Lender, the Authority and the Trustee its continuing obligations in respect of the TxDOT Obligations and under such agreements; and

(iii) TxDOT delivers to the Trustee and to the TIFIA Lender a written notice (A) specifying and representing the satisfaction of the relevant conditions set forth in this clause (x) and (B) providing the documentation reasonably necessary to evidence such satisfaction; or

(y) such event is remedied otherwise to the satisfaction of the TIFIA Lender in its discretion;

provided, further, that the satisfaction of the conditions set forth above that are necessary for the cessation of a continuance of any Third Tier Subordination Event described in any of clauses (a) through (f) above shall not constitute a waiver in respect of any other Third Tier Subordination Event described in any other clause or the same Third Tier Subordination Event occurring at a later date.

"Tier" – the designation of priority of an Obligation, with First Tier Obligations being the most senior, Second Tier Obligations being the second most senior, and Third Tier Obligations being the third most senior.

"TIFIA Lender" – United States Department of Transportation, acting by and through the Federal Highway Administrator, in its capacity as lender under the TIFIA Loan Agreement.

"TIFIA Loan" – the loan from the TIFIA Lender to the Authority made pursuant to the TIFIA Loan Agreement and evidenced by the TIFIA Note, to finance a portion of the Cost of the PGBT WE Project. For the avoidance of doubt, as of any date of determination, the Outstanding amount under the TIFIA Loan shall include all interest capitalized and added to the principal amount thereof in accordance therewith as of such date.

"TIFIA Loan Agreement" – the Secured Loan Agreement dated as of April 1, 2011, as supplemented and amended, between the Authority and the TIFIA Lender, which TIFIA Loan Agreement is intended to be a credit agreement under Chapter 1371, Texas Government Code, and is, for purposes of this Trust Agreement, a Second Tier Credit Agreement.

"TIFIA Loan Agreement Default" – an "Event of Default" as defined in the TIFIA Loan Agreement.

"TIFIA Note" – the note entitled "North Texas Tollway Authority Special Projects System Second Tier Revenue Note, Series 2011 (TIFIA - No. 2009-1001A)" authorized by the

Second Supplemental Agreement and issued as a Second Tier Debt Obligation to evidence the TIFIA Loan.

"*TIFIA Note Prepayment Start Date*" – March 1, 2023.

"*TIFIA Prepayment Account*" – the account created by **Section 401**.

"*Toll Equity Loan*" – the loan consisting of advances from time to time from TxDOT incurred by the Authority and paid to the Trustee pursuant to the Toll Equity Loan Agreement and evidenced by the Toll Equity Note. For the avoidance of doubt, as of any date of determination, the Outstanding amount under the Toll Equity Loan shall be the aggregate outstanding amount of all advances drawn under the Toll Equity Loan Commitment plus the aggregate outstanding amount of interest compounded in accordance therewith as of such date.

"*Toll Equity Loan Agreement*" – the Toll Equity Loan Agreement dated as of April 1, 2011, as supplemented and amended, between the Authority and TxDOT, relating to the Toll Equity Loan, which Toll Equity Loan Agreement is intended to be a credit agreement under Chapter 1371, Texas Government Code and a contract providing revenue and security to pay the First Tier Obligations and the Second Tier Obligations, and is, for purposes of this Trust Agreement, a Third Tier Credit Agreement.

"*Toll Equity Note*" – the note entitled "North Texas Tollway Authority Special Projects System Third Tier Revenue Note, Series 2011 (Toll Equity Loan Agreement)" authorized by the Third Supplemental Agreement and issued as a Third Tier Debt Obligation to evidence the Toll Equity Loan, as may be amended or supplemented pursuant to **Section 212**.

"*Toll Rate Schedule*" – the schedule of tolls, fees or charges to be collected for the use of the Project established by the Board, including scheduled future increases or decreases that are approved by the Board.

"*Traffic Engineers*" – the traffic engineer or engineering firm or corporation at the time employed by the Authority pursuant to the provisions of **Section 704(b)** to carry out the duties imposed by this Trust Agreement on the Traffic Engineers.

"*Transfer Date*" – the meaning given such term in **Section 403(c)**.

"*Trust Agreement*" – this Trust Agreement, together with all Supplemental Agreements.

"*Trust Estate*" – the meaning given such term in the granting clause hereto.

"*Trustee*" – Wells Fargo Bank, National Association, or its successor as Trustee under the provisions of this Trust Agreement.

"*Turnpike Act*" – as defined in the recitals to this Trust Agreement.

"*TxDOT*" – the Texas Department of Transportation, or any successor thereto.

"*TxDOT Exposure Limitations*" – the meaning assigned to such term in the Direct Agreement.

"*TxDOT Obligations*" – the meaning assigned to such term in the Direct Agreement.

"*TxDOT Representative*" – the Executive Director, each Deputy Executive Director, each Assistant Executive Director, and the Chief Financial Officer of TxDOT or such other individuals so designated by the Texas Transportation Commission to perform the duties of the TxDOT Representative under this Trust Agreement.

"TxDOT Requisition Requirements" – the meaning given to such term in **Section 402(m)**.

"Unanimous Voting Matters" – the meaning given to such term in **Section 1102**.

"USDOT" – the United States Department of Transportation, or any successor thereto.

"Value of Permitted Investments" – the amortized value of any Permitted Investments, *provided, however*, that all United States of America, United States Treasury Obligations – State and Local Government Series shall be valued at par and those obligations which are redeemable at the option of the holder shall be valued at the price at which such obligations are then redeemable. The computations made under this paragraph shall include accrued interest on the investment securities paid as a part of the purchase price thereof and not collected. For the purposes of this definition "*amortized value*," when used with respect to a security purchased at par means the purchase price of such security and when used with respect to a security purchased at a premium above or discount below par, means as of any subsequent date of valuation, the value obtained by dividing the total premium or discount by the number of interest payment dates remaining to maturity on any such security after such purchase and by multiplying the amount as calculated by the number of interest payment dates having passed since the date of purchase and (i) in the case of a security purchased at a premium, by deducting the product thus obtained from the purchase price, and (ii) in the case of a security purchased at a discount, by adding the product thus obtained to the purchase price.

Section 102. Miscellaneous Definitions. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Obligation," "Owner," "holder," and "Person" shall include the plural as well as the singular number. Unless the context shall otherwise require, the words "hereto," "herein," "hereof," "hereunder" and other words of similar import refer to this Trust Agreement as a whole. Unless the context shall otherwise require, all references to any resolution, contract, agreement or other document shall be deemed to include any appendices, exhibits, annexes or schedules thereto and any amendments to, or modifications or restatements of, such documents that are approved in accordance with the terms thereof and hereof.

Section 103. Signing of Certificates. Certificates to be signed by the Consulting Engineers, Traffic Engineers, Bond Counsel, Counsel for the Authority or other partnerships, firms or corporations, may be signed by any partner or officer of, or any representative authorized and designated by, the organization making the certificate.

Section 104. References. All references in this Trust Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections and other subdivisions of this Trust Agreement. All references in this Trust Agreement to "Appendices" are to the designated Appendices to this Trust Agreement.

* * *

ARTICLE II OBLIGATIONS

Section 201. Obligations. Obligations of the Authority are hereby authorized to be issued and delivered for the purposes authorized by law pursuant to the provisions of this Trust Agreement and one or more Supplemental Agreements.

Section 202. Designation of Obligations. Each Obligation shall be designated as provided herein or in the respective Supplemental Agreement authorizing such Obligation and shall be of the Tier specified therein.

Section 203. Details of Obligations. The respective Supplemental Agreement authorizing Obligations or the Credit Agreements related thereto shall provide the terms of the Obligations, including the dated dates, interest rates, interest payment dates, principal amounts, principal payment dates, and prepayment and redemption terms.

Section 204. Interest on Obligations. The unpaid Principal balance of the Obligations shall bear interest, and said interest shall be payable, all in the manner provided and at the rates and on the dates stated in the respective Supplemental Agreement authorizing the Obligations.

Section 205. Form of Obligation. The form of the Obligations, including the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be endorsed on such Obligations, shall be established as provided in the respective Supplemental Agreements authorizing their issuance.

Section 206. Registration, Transfer, Substitution, and Description of Obligations. The Supplemental Agreements pursuant to which Obligations are issued shall set forth requirements with respect to the registration and transfer, ownership, payment of Principal and interest payments, conversion, exchange, replacement, authentication and all other terms of each Series of Obligations.

Section 207. Tax Exemption. As provided by the Turnpike Act, the Authority will not be required to pay any taxes or assessments upon the Project or any property acquired or used by the Authority under the provisions of such Turnpike Act or upon the income therefrom, and the Obligations issued under the provisions of this Trust Agreement, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation within the State of Texas.

Section 208. Additional First Tier Obligations. (a) Except as otherwise provided in **Section 211**, the Authority will not issue or incur any other Obligation having a lien on the Trust Estate on parity with the Outstanding First Tier Obligations except for Additional First Tier Obligations issued pursuant to this **Section 208**.

(b) To the extent and in the manner provided in this **Section 208**, the Authority reserves and shall have the right and power to issue or incur, at one time or from time to time, Additional First Tier Obligations which, when issued, shall be secured by and payable from a lien on and pledge of the Trust Estate equally and ratably with, and in the same manner and to the same extent as, the then Outstanding First Tier Obligations, and shall be payable from and secured by the First Tier Debt Service Fund and shall be in all respects of equal dignity and on a parity with any then Outstanding First Tier Obligations.

(c) Additional First Tier Obligations may be issued for the purpose of (i) financing the acquisition, development, design, construction, equipping, operation or maintenance of all or any portion of the SWP/CT Project, (ii) the refunding of any Outstanding First Tier Obligations or Second Tier Obligations and/or the interest thereon, or (iii) the refunding of the Series 2011 BANs and the interest thereon. All Additional First Tier Obligations shall bear interest at a rate or rates fixed through maturity.

(d) Upon their authorization by resolution of the Authority, the Additional First Tier Obligations of a Series issued under this **Section 208** shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the issuance and delivery of said Obligations to such purchasers or owners there shall have been filed with the Trustee the following:

(i) A copy, certified by the Secretary of the Board, of the resolution or resolutions of the Authority (1) authorizing the execution and delivery of a Supplemental Agreement establishing or providing for the establishment of, among other things, the date, rate or rates of interest on, interest payment dates, Stated Maturity dates and redemption provisions of such Additional First Tier Obligations, (2) authorizing the incurrence, issuance, sale, execution and delivery of the Additional First Tier Obligations, and (3) for Additional First Tier Obligations issued pursuant to **Section 208(c)(i)**, designating the addition of all or a portion of the SWP/CT Project to the Special Projects System;

(ii) An original executed counterpart of the Supplemental Agreement and the Board Representative's Certificate, if any;

(iii) A request and authorization of the Authority, signed by a Board Representative, to the Trustee to authenticate and deliver the Additional First Tier Obligations to such person named therein upon such conditions as are set forth in the request and authorization, including, if applicable, confirmation of payment to the Trustee for the account of the Authority of a specified sum (which may include directions as to the disposition of such sum of money);

(iv) A certificate of the Authority, signed by a Board Representative, that the Authority is not in default under this Trust Agreement or, upon the issuance of such Additional First Tier Obligations, any existing default will be cured, and evidence satisfactory to the Trustee that, upon issuance of the Additional First Tier Obligations, amounts will be deposited in the funds hereunder adequate for the necessary balances therein after issuance of the Additional First Tier Obligations (including any amount necessary to satisfy the Capital Expenditures Reserve Requirement, the Major Maintenance Reserve Requirement and the Rate Stabilization Fund Requirement);

(v) An original executed counterpart of any amendment or supplement to the Toll Equity Loan Agreement providing for any necessary or related increases in the Rate Stabilization Fund Requirement, Maximum Available Aggregate Amount, the Maximum Available Annual Amount for each Fiscal Year and the Project Budget for each Fiscal Year;

(vi) A certificate of the Authority, signed by a Board Representative, demonstrating with reasonable detail that the Debt Service Requirements of the

Additional First Tier Obligations proposed to be issued and all then Outstanding First Tier Obligations and Second Tier Obligations (excluding Obligations to be refunded) for the current Fiscal Year and in each Fiscal Year thereafter is less than or equal to the Maximum Available Annual Amount for each such Fiscal Year as set forth in the Toll Equity Loan Agreement (as may have been amended or supplemented);

(vii) An opinion or opinions of Bond Counsel to the effect that (1) all conditions precedent under this Trust Agreement to the issuance of the Additional First Tier Obligations have been fulfilled, and (2) each of the Supplemental Agreement and the Additional First Tier Obligations has been duly authorized, executed and delivered and is a valid, binding and enforceable obligation of the Authority, subject to bankruptcy, equitable principles and other standard legal opinion exceptions;

(viii) An opinion or opinions of general counsel to TxDOT and Counsel to the Authority to the effect that each amendment or supplement to the Toll Equity Loan Agreement described in **clause (v)** above has been duly authorized, executed and delivered and is a valid, binding and enforceable obligation of the TxDOT and the Authority, respectively, subject to bankruptcy, equitable principles and other standard legal opinion exceptions;

(ix) Evidence of the written consent required of the TIFIA Lender in accordance with the TIFIA Loan Agreement; and

(x) Such further documents, money and securities and other conditions as are required by the provisions of the Supplemental Agreement.

Section 209. Additional Second Tier Obligations. The Authority reserves the right to issue or incur Additional Second Tier Obligations secured by and payable from a lien on and pledge of the Trust Estate equally and ratably with, and in the same manner and to the same extent as, the then Outstanding Second Tier Obligations, and payable from and secured by the Second Tier Debt Service Fund and in all respects of equal dignity and on a parity with any then Outstanding Second Tier Obligations. Except to the extent specifically set forth in **Section 210**, the provisions of **Section 208** governing First Tier Obligations shall govern and apply to Second Tier Obligations and, as so applied, each time that "First Tier Obligations" is stated in such **Section 208** it shall be read as "Second Tier Obligations" other than with respect to the first reference to "First Tier Obligations" in **clause (c)(ii)** of **Section 208** and the second reference to "First Tier Obligations" in **clause (d)(vi)** of **Section 208**.

Section 210. Obligations to Refund Series 2011 BANs. The Authority may, without complying with the provisions of **Section 208(d)(iv)**, **(v)** and **(viii)**, issue or incur Additional First Tier Obligations or Additional Second Tier Obligations for the purpose of refunding the Series 2011 BANs on or before their respective maturity dates if the Debt Service Requirements for such Additional First Tier Obligations or the Additional Second Tier Obligations in each Fiscal Year are less than the Debt Service Requirements for the TIFIA Loan in each Fiscal Year.

Section 211. Obligations for Project Capacity Improvements. Notwithstanding anything to the contrary herein, the Authority may issue or incur Additional First Tier Obligations or Additional Second Tier Obligations to finance the Project Capacity Improvements in an aggregate amount not to exceed \$53,302,298 plus an amount sufficient to pay the costs of issuance of such Obligations. The requirements of **Section 208** shall apply to the issuance of

Additional First Tier Obligations or Additional Second Tier Obligations pursuant to this **Section 211**. If Additional Second Tier Obligations are so issued or incurred, each time that "First Tier Obligations" is stated in the referenced provisions of **clause (d)** of **Section 208** it shall be read as "Second Tier Obligations" other than with respect to the second reference to "First Tier Obligations" in **clause (d)(vi)** of **Section 208**.

Section 212. Third Tier Obligations. The Authority reserves the right to amend or supplement the Toll Equity Note or issue or incur additional Third Tier Debt Obligations to evidence the Toll Equity Loan in connection with any amendments or supplements to the Toll Equity Loan Agreement in accordance with **Section 1313**. The Toll Equity Note as so amended or supplemented and any such additional Third Tier Debt Obligations, when issued, shall be secured by and payable from a lien on and pledge of the Trust Estate equally and ratably with, and in the same manner and to the same extent as the Outstanding Third Tier Obligations, and shall be payable from and secured by the Third Tier Debt Service Fund and shall be in all respects of equal dignity and on a parity with any then Outstanding Third Tier Obligations.

Section 213. Amendments to Project Budget. In the event that the Project Budget is amended or supplemented in connection with the issuance of Additional Obligations pursuant to **Sections 208, 209 or 211**, and in accordance with **Section 1313**, such amended and supplemented Project Budget shall replace and be substituted for the existing Project Budget attached to this Trust Agreement as **Appendix B**.

Section 214. Subordination of Third Tier Obligations. Upon the occurrence and during the continuance of a Third Tier Subordination Event, the Third Tier Obligations shall be subordinated to the prior payment in full of the First Tier Obligations and the Second Tier Obligations and any other obligations in connection therewith, whether for Principal, interest, commissions, charges, expenses, fees, claims, indemnities or otherwise and whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising in each case strictly in accordance with the terms thereof, and including interest and fees that accrue after the commencement of any proceeding in connection with a Bankruptcy-Related Event, regardless of whether such interest and fees are allowed claims in such proceeding (collectively, the "**Senior Project Obligations**"), to the extent and in the manner hereinafter set forth in this **Section 214**:

(a) Except during the continuance of a Third Tier Subordination Event, the Owners of Third Tier Obligations may receive, to the extent expressly permitted in Article IV of this Trust Agreement, payments from the Authority on account of the Third Tier Obligations; *provided, however*, that the Authority shall not make any voluntary prepayments under Section 2.05(a) of the Toll Equity Loan Agreement until such time as the Senior Project Obligations are indefeasibly paid in full; *provided, further*, that during the continuance of a Third Tier Subordination Event, the Trustee shall not make or transfer, and the Owners of Third Tier Obligations shall have no right to demand, accept or take any action to collect any payment or any other property on account of any Third Tier Obligations whatsoever and, regardless of whether a Third Tier Subordination Event has occurred and is continuing or not, there shall be no limitation on TxDOT exercising remedies to collect, enforce and receive amounts due from the Authority payable from sources other than the Trust Estate as provided in Section 8.14 of the Toll Equity Loan Agreement.

(b) During the continuance of a Third Tier Subordination Event, the holders of all Senior Project Obligations shall be entitled to receive payment in full in cash of all Senior Project Obligations on the dates and in the amounts when due (including all interest and expenses accruing after the commencement of a proceeding relating to the Authority under any Insolvency Law or in connection with a Bankruptcy-Related Event, whether or not constituting an allowed claim in such proceeding ("**Post-Petition Interest**")) and the Owners of Third Tier Obligations shall be entitled to receive payment of any Third Tier Obligations that may be due and payable no earlier than the date upon which any continuing Third Tier Subordination Event is cured.

(c) During the continuance of a Third Tier Subordination Event, the Trustee is authorized and empowered (but without any obligation to so do), (i) in the name of the Owners of Third Tier Obligations, to collect and enforce payments, and to submit claims in respect of, the Third Tier Obligations and to deposit any amounts received thereon into the Revenue Fund and to apply any such amount deposited therein pursuant to **Article IV** and **Section 804**, including for payment of the Senior Project Obligations (including any and all Post-Petition Interest), (ii) to require the Owners of Third Tier Obligations to collect, enforce and receive payments on account of, and to submit claims in respect of, the Third Tier Obligations as trustee for the holders of all Senior Project Obligations and deliver such payments promptly to the Trustee for deposit into the Revenue Fund with any such deposited amount applied pursuant to **Article IV** and **Section 804**, including for payment of the Senior Project Obligations (including all Post-Petition Interest), and (iii) to vote the Third Tier Obligations in favor of or in opposition to any matter which may come before any meeting of creditors of the Authority generally or in connection with, any Bankruptcy-Related Event or proceeding thereunder); *provided that*, subject to **clauses (a)** and **(b)** of this **Section 214**, no amounts or payments received by the Trustee pursuant to this **clause (c)** shall be considered a payment or cancellation of the related Third Tier Obligations and such Third Tier Obligations shall continue to be Outstanding (and, for the avoidance of doubt, no such payments or amounts shall give rise to subrogation, reimbursement or similar rights in favor of any Owner of Third Tier Obligations in respect of any Senior Project Obligations). The Owners of Third Tier Obligations agree to execute and deliver to the Trustee all such further instruments confirming the above authorization, and all such powers of attorney, proofs of claim, assignments of claim and other instruments, and to take all such other action, as may be necessary or as may be requested by the Trustee in order to enable the Trustee to enforce all claims upon or in respect of the Third Tier Obligations. Regardless of whether a Third Tier Subordination Event has occurred and is continuing or not, there shall be no limitation on TxDOT exercising remedies to collect, enforce and receive amounts due from the Authority payable from sources other than the Trust Estate as provided in Section 8.14 of the Toll Equity Loan Agreement without the involvement of or any responsibility owed to the Trustee by TxDOT.

(d) During the continuance of a Third Tier Subordination Event, until the Senior Project Obligations shall have been paid indefeasibly in full, the Owners of Third Tier Obligations shall have no right to receive or obtain from the Authority (whether directly or indirectly), by set-off or in any other manner, and the Authority shall not

make, payment of all or any of the Third Tier Obligations; provided there shall be no limitation on TxDOT exercising remedies to collect, enforce and receive amounts due from the Authority payable from sources other than the Trust Estate as provided in Section 8.14 of the Toll Equity Loan Agreement.

(e) During the continuance of a Third Tier Subordination Event, the Owners of Third Tier Obligations shall not commence, or join with any creditor in commencing, or assist the Authority in commencing, any proceeding under any Insolvency Law or in connection with a Bankruptcy-Related Event, except that such Owners may join the Trustee in such action provided such action is authorized by the determination of the Required Creditors (it being understood that this **Section 214(e)** shall not be construed to prevent TxDOT from exercising its remedy to seek the appointment of a receiver under Section 6.02(c) of the Toll Equity Loan Agreement or from exercising any other remedy in accordance with the Direct Agreement).

(f) During the continuance of a Third Tier Subordination Event, no payment or distribution to the Trustee for the benefit of the holders of the Senior Project Obligations shall entitle the Owners of Third Tier Obligations to exercise any right of subrogation in respect thereof until the Senior Project Obligations shall have been paid indefeasibly in full.

(g) The Owners of Third Tier Obligations shall have no right to take any action prejudicial to or inconsistent with the lien priority position of the holders of the Senior Project Obligations with respect to the Trust Estate created by this Trust Agreement.

(h) During the continuance of a Third Tier Subordination Event, to the extent not deposited in the accounts as set forth in Article IV, all payments or distributions upon or with respect to the Toll Equity Loan Agreement that are received by the Authority shall be held by the Authority in trust for the benefit of the Owners of the First Tier Obligations and Second Tier Obligations, shall be segregated from other funds and property held by the Authority and shall be paid over to the Trustee promptly in the same form as so received (with any necessary endorsement) to be applied by the Trustee for payment, repayment or prepayment in accordance with the priorities set forth in Article IV, and regardless of whether a Third Tier Subordination Event has occurred and is continuing or not, there shall be no limitation on TxDOT exercising remedies to collect, enforce and receive amounts due from the Authority payable from sources other than the Trust Estate as provided in Section 8.14 of the Toll Equity Loan Agreement.

(i) Nothing in this Section 214 shall, regardless of the occurrence or continuance of a Third Tier Subordination Event, prohibit or prevent payment to TxDOT of expenses incurred by TxDOT during any Construction Step-In or O&M Step-In in accordance with the terms of this Trust Agreement.

Section 215. Effect of Bankruptcy Related Event on TIFIA Note Obligations. Notwithstanding any other provision to the contrary herein or in any Financing Document, upon the occurrence and during the continuance of any Bankruptcy Related Event of the Authority, the TIFIA Note shall, if the Owner of the TIFIA Note is USDOT or another Governmental Lender at such time, automatically and without action on the part of the TIFIA Lender or any other Person immediately become, and be of equal rank and in parity with the, First Tier Obligations and shall be entitled to all rights of an Owner of First Tier Obligations (including, without limitation, the right of payment pro rata with other First Tier Obligations pursuant to **Section 804**). Upon such event, the money and investments held in the Second Tier Debt Service Fund allocable to the payment of the TIFIA Note shall be transferred by the Trustee to the First Tier Debt Service Fund.

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ARTICLE III
REDEMPTION OF OBLIGATIONS

Section 301. Redemption of Obligations. The Obligations issued under the provisions of this Trust Agreement at any time Outstanding shall or may be redeemed prior to their maturity or maturities as provided and set forth in the forms of Obligations set forth in the Supplemental Agreement providing for their issuance.

* * *

**ARTICLE IV
FUNDS AND ACCOUNTS**

Section 401. Creation of Funds. In addition to any other funds created by Supplemental Agreement, the following funds are hereby created and amounts deposited therein shall be held in trust by the Trustee until applied as hereinafter directed:

- (a) Construction Fund, and within such fund, a CIF Construction Account and a Series 2011 Construction Account;
- (b) Revenue Fund;
- (c) First Tier Debt Service Fund, and within such fund, a First Tier Interest Account, a First Tier Principal Account and a First Tier Capitalized Interest Account;
- (d) Second Tier Debt Service Fund, and within such fund, a Second Tier Interest Account and a Second Tier Principal Account;
- (e) Operating Fund, and within such fund, a Project Budget Account and an Annual Operating Budget Account;
- (f) Major Maintenance Fund, and within such fund, a Project Budget Account and an Annual Operating Budget Account;
- (g) Capital Expenditures Fund, and within such fund, a Project Budget Account and an Annual Operating Budget Account;
- (h) Third Tier Debt Service Fund, and within such fund, a Third Tier Interest Account and a Third Tier Principal Account;
- (i) Rate Stabilization Fund;
- (j) Major Maintenance Reserve Fund;
- (k) Capital Expenditures Reserve Fund; and
- (l) General Fund, and within such fund, a General Account, a Current Year Revenue Account and a TIFIA Prepayment Account.

In addition, the BANs Construction Fund, and within such fund, a BAN Capitalized Interest Account, are hereby created and amounts deposited therein shall be held in trust by the Trustee until applied as hereinafter directed. The BANs Construction Fund (including the BAN Capitalized Interest Account therein) shall be held by the Trustee in accordance with the terms and provisions of this Trust Agreement, solely for the benefit of the Authority. Amounts on deposit in the BANs Construction Fund shall be used solely for the purposes set forth herein. The BANs Construction Fund shall not be part of the Trust Estate and shall not be security for the Obligations.

Section 402. Construction Fund and BANs Construction Fund.

(a) *Accounts; Deposits to the Construction Fund and BANs Construction Fund.*
(i) The Authority shall deposit to the Construction Fund the amounts specified in each Supplemental Agreement. In addition, on the date of issuance of the Series 2011 Bonds, the Authority shall further deposit to the CIF Construction Account of the Construction Fund the amount of \$71,024,763.53 to pay Costs of the Project. The Series 2011 Construction Account and the CIF Construction Account shall be governed by the provisions contained herein.

(ii) On the date of issuance of the Series 2011 BANs, the Authority shall further deposit proceeds from such issuance to the BANs Construction Fund in the

amount of \$129,387,377.53 to pay such Costs of the Project as set forth in **Section 402(b)(ii)**. The BANs Construction Fund shall be governed by the provisions contained herein and by the provisions relating thereto contained in the BAN Resolution.

(b) *Application of the Construction Fund and BANs Construction Fund; Lien.*

(i) Subject to the other provisions of this Trust Agreement, the money credited to the Construction Fund (including all obligations held as investments thereof and the proceeds of such investments) shall be applied to Costs of the Project, including the cost of improvements, extensions, enlargements, or additions to the Project. Pending such application, such money and investments shall be part of the Trust Estate until paid out or transferred as herein provided.

(ii) Subject to the other provisions of this Trust Agreement and the BAN Resolution, the money credited to the BANs Construction Fund (including all obligations held as investments thereof and the proceeds of such investments) shall be applied only to Costs of the Project that constitute Eligible Project Costs. Such money and investments shall not be part of the Trust Estate and shall not be security for the Obligations.

(c) *Payments from Construction Fund and BANs Construction Fund.* Payment of the Cost of the Project shall be made from the accounts of the Construction Fund and from the BANs Construction Fund. All payments from the Construction Fund and the BANs Construction Fund shall be subject to the provisions and restrictions set forth in this **Section 402**, and the Authority covenants that it will not cause or permit to be paid from the Construction Fund any sums except in accordance with such provisions and restrictions, *provided, however*, that, at the option of the Authority, during the period of construction or completion of construction of the Project or of any expansion, enlargement or addition thereto, the Authority may direct the Trustee to transfer all or any amount of the (1) investment earnings held in the Series 2011 Construction Account of the Construction Fund and deposit the same to the credit of the First Tier Interest Account, (2) investment earnings and other amounts held in the BANs Construction Fund or the BAN Capitalized Interest Account and deposit the same with the paying agent or escrow agent for the Series 2011 BANs to pay the interest on and principal of the Series 2011 BANs whether at maturity or prior redemption. The Trustee shall account for all amounts at any time on hand in the Construction Fund and BANs Construction Fund attributable to all investment earnings, regardless of their source, and will, at the written direction of the Authority, make the deposits required above to the extent of such investment earnings or other amounts on hand at the time each such deposit is required to be made. It is further *provided that* in the event that such investment earnings should not be sufficient to supplement the applicable Interest Account in an amount required to enable the Trustee to pay from the applicable Interest Account the interest coming due on the Obligations on any applicable interest payment date therefor, then the Trustee, upon the written direction of the Authority, shall use the corpus of the related account of the Construction Fund (original Obligation proceeds) to the extent directed by the Authority to provide the required supplement to the related Interest Account.

(d) *Items of Cost.* For the purpose of this Trust Agreement the term "*Cost*" or "*Cost of the Project*" when used with respect to the Project for purposes of expenditure of amounts on deposit in the Construction Fund or the BANs Construction Fund shall mean and include all costs related to the Project and any expansion, enlargement or addition thereto, and, without intending thereby to limit or restrict any such definition, shall include the following but, with respect to the BANs Construction Fund, subject in all cases to **Section 402(b)(ii)**:

- (i) "project costs" as defined in Chapter 1371, Texas Government Code;
- (ii) obligations incurred for labor and to contractors, builders and materialmen in connection with the construction of the Project or any part thereof, and obligations incurred for machinery and equipment to be utilized in connection with the Project;
- (iii) payments to owners and others, for real property, or interests therein, or for options or other property or contractual rights;
- (iv) all expenses of every kind or character incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of condemnation, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;
- (v) the amount of any damages or claimed damages incident to or consequent upon the construction of the Project; also the cost of any litigation and amounts paid by court order or upon settlement of any litigation or of any claim (although not litigated) of any kind during construction or of any claim arising during or out of or related to construction of the Project;
- (vi) as to toll collection equipment, it is recognized that some manufacturers of such equipment will not sell such equipment outright, and that some manufacturers will sell it; but that it will not be known, until bids are received by the Authority for the acquisition of such equipment, which manufacturer will offer the most advantageous terms to the Authority. The acquisition of toll collection equipment is hereby determined and declared to be a capital expenditure, and a proper "Cost," *provided, however*, that if, in the discretion of the Authority, it will be to the advantage of the Authority to do so, the Authority may enter into lease-purchase or lease-rental agreements for the acquisition of such equipment. In such event the Authority shall so advise the Trustee, and the Trustee shall set aside and retain the amounts required for the payments under such agreements in the Construction Fund, and shall make such payments as so required, upon requisitions as provided for in this **Section 402**. Any such payments shall constitute proper items of "cost" for all purposes;
- (vii) the cost of any necessary indemnity and surety bonds, the cost of all fidelity bonds, the fees and expenses of the Trustee, and premiums on all insurance deemed necessary and advisable by the Authority, until one year after the completion of construction thereof;
- (viii) the cost of borings and other preliminary investigations to determine foundation or other conditions, all fees, costs, and expenses necessary or incident to determining the feasibility and practicability of constructing the Project, and all fees, costs, and expenses of engineers and others for making traffic studies, surveys, and estimates, and all fees, costs, and expenses of engineering services, plans, specifications, surveys, and estimates of cost and revenues, and all costs of supervising construction, as well as for the performance of all other duties of engineers in relation to the construction of the Project or the issuance of Obligations therefor;
- (ix) the cost of preparing and issuing Obligations (from Construction Fund only) and the Series 2011 BANs (from BANs Construction Fund only), including

refunding Obligations (from Construction Fund only), and all legal, accounting and other professional expenses and fees and financing charges in connection with any Obligations (from Construction Fund only) or the Series 2011 BANs (from BANs Construction Fund only) and/or the Project, and expenses of administration properly chargeable to the construction of the Project, including salaries and all payments and deductions as provided by law;

(x) the cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of the Project, or the amount paid by the Authority as compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property or facilities in connection with or made necessary or caused by the construction of the Project, and the cost of building facilities to connect land severed by the Project or severance damages paid in lieu of such facilities in connection with the Project;

(xi) any obligation or expense heretofore or hereafter incurred by the Authority in connection with any of the foregoing items of cost, and the reimbursement of any obligations or expenses incurred in connection with any of the foregoing items of cost;

(xii) utility relocations, buildings and other structures, fencing, landscaping, illumination, communication systems, and safety devices in connection with the Project; and

(xiii) all other items of cost and expense not elsewhere in this **Section 402** specified, incident to the construction and equipping of the Project, the financing thereof and the costs of placing the Project in operation, including all costs as defined under the term "Cost" in the Turnpike Act.

provided, however, that the proceeds of the Series 2011 BANs held in the BANs Construction Account shall only be applied to Eligible Project Costs.

(e) *Special Requirements Relating to Condemnation.* Whenever it shall be necessary to acquire by condemnation any real property or other property, as provided in the Turnpike Act, payment of compensation for such property or deposit of money to secure such payment shall be made by the Trustee under the provisions of this **clause (e)** in order that the Authority may either (i) take possession thereof prior to the completion of condemnation proceedings or (ii) take title thereto upon completion of condemnation proceedings. The Trustee shall withdraw from the Construction Fund or the BANs Construction Fund (but only if such payments constitute Eligible Project Costs) and deposit with the court in which the proceedings for condemnation shall be pending, or pay to an owner or owners if so required by the court's order, an amount equal to the amount necessary so to be paid or deposited, upon receipt by the Trustee of the following documents:

(1) a requisition substantially in the form of **Appendix D** attached hereto signed by at least two Board Representatives for such purpose, requesting withdrawal and stating the amount thereof;

(2) a statement signed by the PMO or the Consulting Engineers, certifying that in their opinion the acquisition of such property is necessary in connection with the construction, operation or maintenance of the Project; and

(3) a statement signed by Counsel for the Authority stating the amount of compensation necessary to be paid or stating the amount necessary to be deposited with the court.

Similar withdrawals and deposits shall be made by the Trustee with respect to any such condemnation case pending before such court in the event additional amounts shall be necessary to be paid or to be deposited, upon receipt by the Trustee of a requisition of the Authority, signed as required by **clause (e)(1)** of this **Section 402**, requesting such withdrawal, stating the amount thereof and having attached thereto a statement signed by Counsel for the Authority stating the amount of compensation necessary to be paid or stating an amount necessary to be deposited with the court.

(f) *Payments from Construction Fund and BANs Construction Fund; Requisitions and Certificates.* Payments from the Construction Fund and the BANs Construction Fund, except the payments and withdrawals which the Trustee is authorized to make under the provisions of **clauses (e), (g), (h) and (k)** of this **Section 402**, shall be made in accordance with the provisions of this **Section 402(f)**. Before any such payment shall be made the Authority shall file with the Trustee:

(i) a requisition, signed by at least two Board Representatives of the Authority designated by resolution of the Authority for such purpose, substantially in the form attached hereto as **Appendix C**, stating in respect of each payment to be made:

- (1) the item number of the payment;
- (2) the name of the person to whom payment is to be made;
- (3) the amount to be paid from each account of the Construction Fund or from the BANs Construction Fund;
- (4) the purpose for which the payment is to be made;
- (5) that obligations in the stated amounts have been incurred by the Authority and that each item thereof is a proper charge against the Construction Fund or the BANs Construction Fund, as applicable, and has not been paid, *provided, however*, that certification to this effect shall not be required with respect to any item for the payment for any real property;
- (6) that there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of Counsel for the Authority, and affects the right to receive payment of any of the money payable to any of the persons, firms or corporations named in such requisition, which has not been released or will not be released simultaneously with such payment;
- (7) that such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain; *provided, however*, that certification to this effect shall not be required with respect to any item for the payment for any real property; and
- (8) that no payment default exists under this Trust Agreement and that no other default exists under this Trust Agreement which has not been disclosed

to the Trustee, and the Authority will use its best efforts to cure any such default if it exists;

(ii) with respect to any item for payment for real property, the additional statements set forth in **clause (h)** of this **Section 402**;

(iii) with respect to all items payable on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, a statement signed by the PMO or Consulting Engineers and attached to and made a part of such requisition, certifying that each such obligation has been properly incurred for purposes of constructing and completing the Project and is then due and unpaid, that such obligation is a proper charge against the Construction Fund or BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers; and

(iv) a certification that any payments from the BANs Construction Fund shall be applied solely to pay Eligible Project Costs in accordance with the requisition requirements and other terms and conditions of the TIFIA Loan Agreement. The Authority shall submit requisitions and such supporting documentation as shall be required by the TIFIA Loan Agreement in order to assure that such proceeds, together with other available funds, shall be available to pay such costs as the same are required to be funded.

Upon receipt of each such properly executed and completed requisition and accompanying certificates the Trustee shall pay each such item from the Construction Fund or the BANs Construction Fund, as applicable, or shall, upon the written instructions of the Authority, advance funds to the Authority for the payment thereof.

In the event the proceeds of any advance is in excess of the amount required for the purpose for which any requisition was made, such excess shall be returned by the Authority to the Trustee for the credit of the Construction Fund or the BANs Construction Fund, as applicable.

(g) *Reimbursements for Payment from Revolving Fund.* The Trustee shall, from time to time, make payments to the Authority from the Construction Fund or BANs Construction Fund as reimbursements for payments theretofore made by the Authority from a revolving fund created by the Authority for the purpose of paying such items of Cost of the Project as in the opinion of the Authority cannot be conveniently paid as otherwise provided in this Trust Agreement. Before any such payment shall be made, the Authority shall file with the Trustee:

(i) a requisition, signed by at least two Board Representatives of the Authority designated by resolution of the Authority for such purpose, substantially in the form attached hereto as **Appendix E**, stating in respect of each payment to be made:

(1) the item number of the payment;

(2) the name of the person to whom payment was made out of the revolving fund;

(3) the amount to be paid from each account of the Construction Fund or from the BANs Construction Fund;

(4) the purpose for which the payment was made out of the revolving fund;

(5) that obligations in the stated amounts have been incurred and paid by the Authority and that each item thereof is a proper charge against the Construction Fund or the BANs Construction Fund, as applicable, and has not previously been paid out of the Construction Fund or the BANs Construction Fund, *provided, however*, that certification to this effect shall not be required with respect to any item for the payment for any real property;

(6) that there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of Counsel for the Authority, and affects the right to receive payment of any of the money paid to any of the persons, firms or corporations named in such requisition, which was not released prior to such payment or was not released simultaneously with such payment;

(7) that such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain; *provided, however*, that certification to this effect shall not be required with respect to any item for the payment for any real property; and

(8) that no payment default exists under this Trust Agreement and that no other default exists under this Trust Agreement which has not been disclosed to the Trustee, and the Authority will use its best efforts to cure any such default if it exists;

(ii) with respect to all items payable on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, a statement signed by the PMO or Consulting Engineers and attached to and made a part of such requisition, certifying that each such obligation has been properly incurred for purposes of constructing and completing the Project and was at the time of payment by the Authority then due and unpaid, that such obligation is a proper charge against the Construction Fund or BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers; and

(iii) a certification that any payments from the BANs Construction Fund shall be applied solely to pay Eligible Project Costs in accordance with the requisition requirements and other terms and conditions of the TIFIA Loan Agreement. The Authority shall submit requisitions and such supporting documentation as shall be required by the TIFIA Loan Agreement in order to assure that such proceeds, together with other available funds, shall be available to pay such costs as the same are required to be funded.

If any item in such requisition is for reimbursement on account of the payment for any real property, such requisition shall also have attached thereto the documents required by **clause (h)** of this **Section 402**, and if any such payment is for reimbursement on account of payment, or securing payment by deposit, of compensation in any condemnation case, the requisition shall also be accompanied by the documents referred to in **clause (e)** of this **Section 402**.

In making such reimbursements the Trustee may rely conclusively upon such requisitions and accompanying certificates.

(h) *Requisitions for Payment for Real Property.* If any requisition under **clause (f)** of this **Section 402** contains any item for payment for real property for temporary or permanent use by the Authority for the Project, the Authority shall attach to or make a part of such requisition, in addition to the applicable certificates mentioned in **clause (f)** of this **Section 402**:

(i) a statement signed by the PMO or Consulting Engineers certifying that in their opinion the acquisition of such property is necessary or advisable in connection with the construction or operation of the Project; and

(ii) either (1) an opinion signed by Counsel for the Authority that at the time of making such payment the Authority has or will have good title to, or an easement in or over, said real property sufficient for the purposes of the Project, and free from all liens and encumbrances except liens or encumbrances which, in the opinion of said counsel, do not have a materially adverse effect upon the Authority's right to use said real property for the purposes intended or which have been or will be adequately guarded against by a bond or contract of indemnity, guaranty, or insurance; or (2) a statement by Counsel for the Authority that such title has been or will be insured by a title insurance company satisfactory to such counsel, guaranteeing good title in the authority free and clear of all liens and encumbrances other than those which in the opinion of said counsel do not have a materially adverse effect upon the Authority's right to use said real property for the purpose intended; or (3) if any payment requested by a requisition be a payment for an option to purchase, a quitclaim deed, a lease, or release, or on a contract to purchase, or is otherwise for the acquisition of a right or interest in lands which is less than a fee simple or perpetual easement, or if such payment be part payment for any such purpose, the written approval of Counsel for the Authority of the acquisition of such lesser right or interest.

Whenever in connection with the purchase of any real property it shall be necessary or desirable either (1) to withhold from the purchase price a portion thereof to be applied to pay any tax, assessment, or other claim which is or may be a lien on said real property or (2) later to pay any such tax, assessment, or other claim which is or may be, or but for any law exempting real property from taxation would be, a lien on any real property, a payment or payments for which shall previously have been requisitioned and made pursuant to the prior provisions of this

Section 402, such tax, assessment, or claim shall be paid by the Trustee to such person as shall be designated in a further requisition (meeting the specifications of **clause (f)** of this **Section 402**), accompanied by the approval of such payment by Counsel for the Authority. Each such requisition shall identify the real property with respect to which such payment is to be made. If the amount of any such tax, assessment, or other lien shall have been withheld from the purchase price of any real property, and if after payment thereof there shall remain any balance due on the purchase price (including damages), requisition for the payment of such balance, and payment thereof, shall be made in the same manner as provided in the preceding sentences of this paragraph.

(i) *Trustee to Retain Requisitions.* All requisitions, certificates and opinions received by the Trustee, as required in this **Section 402** as conditions of payment from the Construction Fund and the BANs Construction Fund, may be relied upon conclusively by and shall be retained in the possession of the Trustee for a period of the later of seven (7) years after the date of the final payment from the Construction Fund or the BANs Construction Fund, as applicable, or the date upon which the Obligations to which such payments relate are no longer Outstanding, subject at all reasonable times and upon reasonable notice to the inspection of the Authority, the PMO and the Consulting Engineers, and their agents and representatives.

(j) *Progress Reports; Audits during Construction; Certificate Upon Opening.* The Authority covenants that, at least once in every six-month period during the construction of any portion of the Project which it finances in whole or in part with Obligations, it will cause the Consulting Engineers to prepare a progress report in connection with the acquisition of real property for the Project, and a progress report in connection with such construction, including their then current estimates of:

(i) the date on which the Project or portion thereof will be opened for traffic, unless such Project or portion thereof shall have been opened for traffic prior to the date of such report,

(ii) the date on which the construction of such Project or portion thereof will be completed,

(iii) the cost of the Project or portion thereof but excluding any Obligation discount and the interest during construction and for one year after completion of construction, and

(iv) the amount of funds required each six (6) months during the remaining estimated period of construction to meet the aforesaid cost of such Project or portion thereof exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs.

Copies of such progress reports shall be filed with the Trustee and with the Authority and shall be provided by the Authority to the TIFIA Lender.

(k) *Certificates and Opinions after Completion; Disposition of Balances.* When the construction of the PGBT WE Project shall have been completed, which fact shall be evidenced to the Trustee by a certificate stating the date of such completion, signed by a Board Representative and approved by the PMO or Consulting Engineers, accompanied by an opinion

of Counsel for the Authority stating that the Authority has acquired title or easements, or has acquired the right of possession by condemnation proceedings which may still be pending, in the name of the Authority to the right-of way for the project free from all liens or encumbrances except liens, encumbrances or other defects of title which, in the opinion of such counsel, do not have a materially adverse effect upon the Authority's right to use such right-of-way for the purposes intended or which have been adequately guarded against by a bond or other form of indemnity, guaranty or insurance, in which opinion such counsel may rely on title insurance policies of companies satisfactory to such counsel as evidence of title when such policies are obtained, and accompanied by a certificate of the PMO or Consulting Engineers stating the amount, if any, required in their opinion for the payment of any remaining part of the Cost of the Project out of the Construction Fund or the BANs Construction Fund, (A) the balance in the Construction Fund in excess of the amount, if any, stated in such certificate, shall (1) if in the CIF Construction Account, be transferred to the Authority and used for any lawful purpose, and (2) if in the Series 2011 Construction Account, at the written direction of the Authority, be retained in such account and be used to pay for Capital Expenditures, including the Project Capacity Improvements, unless such use is not permitted under applicable federal tax laws or regulations, in which case such amounts shall be used by the Trustee to redeem, defease or purchase and cancel Outstanding First Tier Obligations or Second Tier Obligations at the written direction of the Authority, and (B) the balance in the BANs Construction Fund in excess of the amount, if any, stated in such certificate, shall, at the written direction of the Authority, be used to redeem, defease, prepay or purchase and cancel outstanding Series 2011 BANs.

Thereafter, if at any time there shall be filed with the Trustee a certificate signed by a Board Representative and approved by the PMO or Consulting Engineers stating that the cost of the Project has been fully paid, the balance in the accounts of Construction Fund shall be disposed of as provided above.

(l) *Additional Construction Funds.* Notwithstanding any other provisions of this Trust Agreement, in the event that the Trustee and the Authority enter into a Supplemental Agreement in connection with the issuance of Additional Obligations to finance the SWP/CT Project, the Authority may instruct the Trustee to create such additional accounts within the Construction Fund or additional construction funds pursuant to such Supplemental Agreement, subject to TxDOT's right to review and approve any such Supplemental Agreement pursuant to **Section 1103**.

(m) *Construction Step-In.* During a Construction Step-In, the Trustee shall disburse funds to TxDOT or its designee from the Construction Fund and the BANs Construction Fund upon written request of TxDOT to pay Costs of the Project in accordance with Section 6.02(e) of the Toll Equity Loan Agreement and the requirements of this **Section 402(m)** and **clauses (b), (d), (n) and (o)** of this **Section 402** (the "*TxDOT Requisition Requirements*"). In the event that TxDOT incurs Costs of the Project, including Construction Step-In Evaluation Costs, in connection with the exercise of its Construction Step-In rights and the Trustee does not have sufficient amounts in the Construction Fund and the BANs Construction Fund to pay TxDOT's Requisition Request for such Costs of the Project at the time of the submission of such request, the Trustee shall use any amounts held in the General Account of the General Fund, the Current Year Revenue Account of the General Fund and the Capital Expenditure Fund, in that order of priority, to pay the TxDOT Requisition Request for such Costs of the Project; *provided, however,* that if there are still insufficient amounts to pay such TxDOT Requisition Request for

such Costs of the Project (including Construction Step-In Evaluation Costs) at the time it is submitted to the Trustee, TxDOT shall be entitled to reimbursement for such Costs of the Project from any future deposits to the General Account of the General Fund, the Current Year Revenue Account of the General Fund, and the Capital Expenditures Fund, in that order of priority; *provided, further*, that in no event shall TxDOT be entitled to be paid or reimbursed by the Trustee out of any fund or account under this Trust Agreement other than the Construction Fund or the BANs Construction Fund (x) for Costs of the Project, other than Construction Step-In Evaluation Costs, that are not actually incurred by TxDOT or exceed the Construction Step-In Construction Costs Limit in the aggregate for all Construction Step-In events for the PGBT WE Project or the SWP/CT Project, as applicable, or (y) for Construction Step-In Evaluation Costs that are not actually incurred by TxDOT or exceed the Construction Step-In Evaluation Costs Limit in the aggregate for all Construction Step-In events for the PGBT WE Project or the SWP/CT Project, as applicable. All such disbursements shall be subject to the provisions and restrictions set forth in the TxDOT Requisition Requirements.

(n) *Disbursements to TxDOT During Construction Step-In.* During a Construction Step-In, the Trustee shall, subject to **clause (m)** of this **Section 402**, disburse moneys on deposit in the Construction Fund, the BANs Construction Fund, the General Account of the General Fund, the Current Year Revenue Account of the General Fund or the Capital Expenditure Fund, as applicable, to pay or as reimbursement for payment of Costs of the Project within two Business Days after receipt by the Trustee of written requisition requests, in substantially the form attached hereto as **Appendix F**, of TxDOT, signed by a TxDOT Representative, TxDOT's general engineering consultant, if utilized by TxDOT, and, in the event the disbursement involves the acquisition or condemnation of real property, Counsel to TxDOT.

Upon receipt of each requisition, the Trustee shall, as directed by TxDOT, transfer from the Construction Fund, the BANs Construction Fund, the General Account of the General Fund, the Current Year Revenue Account of the General Fund or the Capital Expenditure Fund, as applicable, funds equal to the total of the amounts to be paid as set forth in such requisition and TxDOT covenants to apply such funds to the payment of Costs of the Project as described in the requisition. If for any reason TxDOT should decide prior to release of payment by the Trustee of any item not to pay such item, the TxDOT Representative shall provide written notice of such decision to the Trustee and the Trustee shall not make such payment.

(o) *TxDOT Progress Reports.* TxDOT covenants that at least quarterly during a Construction Step-In, it will prepare (or cause TxDOT's general engineering consultant if utilized by TxDOT during a Construction Step-In to prepare) a progress report in connection with construction of the Project including current projections with respect to:

- (i) the date on which the Project will be opened for traffic, unless the Project shall have been opened for traffic prior to the date of such report;
- (ii) the date on which the construction of such Project will be completed;
- (iii) the Cost of the Project excluding bond discount and capitalized interest during construction and for one year thereafter; and
- (iv) the amount of funds required each six months during the remaining estimated period of construction to pay the Costs of the Project exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for

such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs.

Copies of such progress reports shall be filed with the Trustee and the TIFIA Lender.

Section 403. Revenue Fund; Agreements With Other Turnpikes.

(a) *Deposits to Revenue Fund.* The Authority covenants that all Revenues (excepting investment income from all Funds and Accounts other than the Revenue Fund which shall be retained in such Funds and Accounts except as otherwise required to be transferred as provided herein) will be deposited daily, as far as practicable, with the Trustee or in the name of the Trustee with the Depositary to the credit of the Revenue Fund.

(b) *Agreement With Other Turnpikes.* To the extent now or hereafter authorized by law, the Authority may enter into agreements with any commission, authority or other similar legal body operating a turnpike whether or not connected to the Project (but not with itself or a related entity), for the collection and application of tolls charged for trips over all or a portion of one or more turnpikes, which, on the basis of the revenues to be received by any such agreement, will result in the receipt by the Authority of its allocable portion of such tolls (less fees and expenses associated with such arrangement).

Amounts relating to the Project and received by the Authority from such other commission, authority or other similar legal body or pursuant to the Master Custodial Account Agreement, in accordance with such agreements, shall be deposited with the Trustee for Credit to the Revenue Fund and shall constitute Revenues. Any agreement entered into pursuant to this **Section 403** shall be made available to the Trustee and TxDOT upon their request.

(c) *Flow of Funds.* Except as otherwise provided, transfers from the Revenue Fund shall be made on the fourth Business Day prior to the first day of each month (each such date a "Transfer Date").

Transfers shall be made for the below listed purposes or to the credit of the below-listed funds and accounts in the order of priority listed, *provided that*, if in any prior month the full amount required to be deposited in a fund or account set forth below is not so deposited, then the amount to be deposited into such fund for the current Transfer Date shall include all amounts required to be deposited in any prior month to such fund in accordance with the applicable provisions of this Article IV but not so deposited as of the current Transfer Date (the "*Shortfall Amount*"). The amount deposited for the current Transfer Date will not include a Shortfall Amount if and to the extent part or all of such Shortfall Amount was transferred to such fund from another fund in accordance with this Article IV or from a draw under the Toll Equity Loan Agreement prior to such Transfer Date. In the event that in any month the Trustee submits a Draw Request under the Toll Equity Loan Agreement pursuant to **Section 420**, and the amount received by the Trustee pursuant to such Draw Request is insufficient to pay all amounts requested in such Draw Request, the Trustee shall apply the amounts received under such Draw Request, first, to any amounts required to be deposited in the First Tier Debt Service Fund on such date pursuant to Section 405, including any Shortfall Amount, second, to any amounts required to be deposited in the Second Tier Debt Service Fund on such date pursuant to Section 406, including any Shortfall Amount, third, to any amounts required to be deposited in the Project Budget Account of the Operating Fund on such date pursuant to Section 407, including any Shortfall Amount, fourth, to

any amounts required to be deposited in the Project Budget Account of the Major Maintenance Fund on such date pursuant to Section 408, including any Shortfall Amount, and fifth, to any amounts required to be deposited in the Project Budget Account of the Capital Expenditures Fund on such date pursuant to Section 409, including any Shortfall Amount.

- (1) Payment of arbitrage rebate in accordance with **Section 404**;
- (2) To the First Tier Debt Service Fund, in the amounts specified in **Section 405**;
- (3) To the Second Tier Debt Service Fund, in the amounts specified in **Section 406**;
- (4) To the Project Budget Account of the Operating Fund, in the amounts specified in **Section 407**;
- (5) To the Project Budget Account of the Major Maintenance Fund, in the amounts specified in **Section 408**;
- (6) To the Project Budget Account of the Capital Expenditures Fund, in the amounts specified in **Section 409**;
- (7) To the Third Tier Debt Service Fund, in the amounts specified in **Section 410**;
- (8) To the Annual Operating Budget Account of the Operating Fund, in the amounts specified in **Section 411**;
- (9) To the Rate Stabilization Fund, in the amount specified in **Section 412**;
- (10) To the Annual Operating Budget Account of the Major Maintenance Fund, in the amounts specified in **Section 413**;
- (11) To the Annual Operating Budget Account of the Capital Expenditures Fund, in the amounts specified in **Section 414**;
- (12) To the Major Maintenance Reserve Fund, in an amount specified in **Section 415**;
- (13) To the Capital Expenditures Reserve Fund, in the amount specified in **Section 416**; and
- (14) To the General Fund, in the amount specified in **Section 417**.

Section 404. Payment of Rebate. The Authority covenants to calculate and to pay directly to the government of the United States of America all amounts due for payment of "arbitrage rebate" under Section 148(a) of the Code with respect to any Obligations. Nevertheless, the Authority in the future may direct the Trustee to pay arbitrage rebate from amounts held in any fund hereunder for any or all Series of Obligations (which direction shall specify the procedures for collection and payment of amounts due in respect of arbitrage rebate) if (a) required under any amendments to Section 148(a) of the Code or (b) the Authority otherwise determines that the payment of arbitrage rebate is necessary or appropriate.

Section 405. First Tier Debt Service Fund. In addition to the accounts established in the First Tier Debt Service Fund specified in **Section 401**, the Authority may direct the Trustee to create additional accounts in the First Tier Debt Service Fund pursuant to a Supplemental Agreement (for the avoidance of doubt, entry into any such Supplemental Agreement shall be subject to the consents required pursuant to **Section 1103**).

On each Transfer Date, after first having made or provided for the payments required by **Section 404** (if applicable), the Trustee shall withdraw from the Revenue Fund and deposit to the First Tier Interest Account and the First Tier Principal Account the amounts required to be deposited therein with respect to First Tier Obligations in accordance with the Supplemental Agreements authorizing such First Tier Obligations; *provided, however*, that credit shall be given with respect to any such deposits for the amount of any available investment income from investments on deposit in the First Tier Interest Account or the First Tier Principal Account, as applicable; *provided, further*, that so long as accrued investment income or amounts for capitalized interest are available in the First Tier Capitalized Interest Account of the First Tier Debt Service Fund for payment of interest on a Series of First Tier Obligations, such money will first be transferred from the First Tier Capitalized Interest Account to the First Tier Interest Account of the First Tier Debt Service Fund before any transfers from the Revenue Fund are made.

The money in the First Tier Interest Account and First Tier Principal Account shall be held by the Trustee in trust for the benefit of the First Tier Obligations, to the extent the foregoing are payable from such accounts, and, to said extent and pending application, shall be subject to a lien and charge in favor of the owners of the First Tier Obligations until paid out or transferred as hereinafter provided. The Trustee shall withdraw from the First Tier Interest Account and the First Tier Principal Account from time to time and set aside and hold in trust pursuant to **Section 418** sufficient money for paying the interest on and the Principal of the First Tier Obligations as the same shall become due, except to the extent such interest, Principal or other amounts are payable from a fund or account other than the First Tier Debt Service Fund as may be provided in any Supplemental Agreement.

If at the time the Trustee is required to make a deposit into the First Tier Debt Service Fund from the Revenue Fund pursuant to the second paragraph of this **Section 405** the money therein shall not be sufficient for such purpose, or if on the fourth Business Day prior to the date interest on and/or the Principal of and premium on the First Tier Obligations shall become due the money therein shall not be sufficient for such payments, the Trustee shall withdraw the amount of such deficiency from the money on deposit in the following funds or accounts and transfer the same to the First Tier Debt Service Fund in the following order of priority to the extent that funds are available therein: the Revenue Fund, the Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, the Rate Stabilization Fund, the Annual Operating Budget Account of the Operating Fund and, only upon the occurrence and continuance of an Event of Default, the Project Budget Account of the Capital Expenditures Fund. If, after making such transfers, on the fourth Business Day prior to the date interest on and/or the Principal of and premium on the First Tier Obligations shall become due the money in the First Tier Debt Service Fund is insufficient to make such payment, the Trustee shall make a draw under the Toll Equity Loan Agreement by submitting a Draw Request in accordance with **Section 420** in an amount sufficient to satisfy any such shortfall, to the extent that funds are available thereunder. Amounts drawn under the Toll Equity Loan Agreement for the foregoing purpose as described in this **Section 405** shall be deposited by the Trustee directly to the First Tier Debt Service Fund for application as set forth in this **Section 405**.

Section 406. Second Tier Debt Service Fund. In addition to the accounts established in the Second Tier Debt Service Fund specified in **Section 401**, the Authority may instruct the Trustee to create additional accounts in the Second Tier Debt Service Fund pursuant to a Supplemental Agreement (for the avoidance of doubt, entry into any such Supplemental Agreement shall be subject to the consents required pursuant to **Section 1103**).

On each Transfer Date, after first having made or provided for the payments, deposits, and transfers required by **Sections 404** through **405**, the Trustee shall withdraw from the Revenue Fund and deposit to the Second Tier Interest Account and the Second Tier Principal Account the amounts required to be deposited therein with respect to Second Tier Obligations in accordance with the Supplemental Agreements authorizing such Second Tier Obligations; *provided, however*, that credit shall be given with respect to any such deposits for the amount of any available investment income from investments on deposit in the Second Tier Interest Account or the Second Tier Principal Account, as applicable.

The money in the Second Tier Principal Account and the Second Tier Interest Account shall be held by the Trustee in trust for the benefit of the Second Tier Obligations, to the extent the foregoing are payable from such accounts, and, to said extent and pending application, shall be subject to a lien and charge in favor of the owners of the Second Tier Obligations until paid out or transferred as hereinafter provided. The Trustee shall withdraw from the Second Tier Interest Account and the Second Tier Principal Account from time to time and set aside and hold in trust pursuant to **Section 418** sufficient money for paying the interest on and the Principal of the Second Tier Obligations as the same shall become due, except to the extent such interest, Principal or other amounts are payable from a fund or account other than the Second Tier Debt Service Fund as may be provided in any Supplemental Agreement.

If at the time the Trustee is required to make a deposit into the Second Tier Debt Service Fund from the Revenue Fund pursuant to the second paragraph of this **Section 406** the money therein shall not be sufficient for such purpose, or if on the fourth Business Day prior to the date interest on and/or the Principal of and premium on the Second Tier Obligations shall become due the money therein shall not be sufficient for such payments, the Trustee shall withdraw the amount of such deficiency from the money on deposit in the following funds or accounts and transfer the same to the Second Tier Debt Service Fund in the following order of priority to the extent that funds are available therein: the Revenue Fund, the Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, the Rate Stabilization Fund, the Annual Operating Budget Account of the Operating Fund and, only upon the occurrence and continuance of an Event of Default, the Project Budget Account of the Capital Expenditures Fund. If, after making such transfers, on the fourth Business Day prior to the date interest on and/or the Principal of and premium on the Second Tier Obligations shall become due the money in the Second Tier Debt Service Fund is insufficient to make such payment, the Trustee shall make a draw under the Toll Equity Loan Agreement by submitting a Draw Request in accordance with **Section 420** in an amount sufficient to satisfy any such shortfall, to the extent that funds are available thereunder; *provided that*, the Trustee shall not include in any such Draw Request interest calculated at the Default Rate (as defined in the TIFIA Loan Agreement) due and owing on the TIFIA Note in an amount in excess of the interest calculated at the stated interest rate on the Second Tier Obligations as set

forth in Section 6 of the TIFIA Loan Agreement (such excess amount, the "Default Interest Amount"). Amounts drawn under the Toll Equity Loan Agreement for the foregoing purpose as described in this **Section 406** shall be deposited by the Trustee directly to the Second Tier Debt Service Fund for application as set forth in this Section 406; *provided that*, any Default Interest Amount shall not be paid out of amounts drawn under the Toll Equity Loan Agreement.

Section 407. Operating Fund—Project Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits, and transfers required by **Sections 404** through **406**, the Trustee shall transfer from the Revenue Fund to the credit of the Project Budget Account of the Operating Fund, on written request of the Authority, an amount which a Board Representative shall certify to be required to make the total amount in the Project Budget Account of the Operating Fund equal to the lesser of (i) one-sixth (1/6) of the amount of the total Operating Expenses scheduled for the then current Fiscal Year in the Project Budget, and (ii) one-sixth (1/6) of the amount of the total Operating Expenses scheduled for the then current Fiscal Year in the then current Annual Operating Budget. If amounts on deposit in the Revenue Fund are insufficient to make such transfer, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, the Rate Stabilization Fund, the Annual Operating Budget Account of the Operating Fund and, only upon the occurrence and continuance of an Event of Default, the Project Budget Account of the Capital Expenditures Fund. If there remains a shortfall, the Trustee shall make a draw under the Toll Equity Loan Agreement by submitting a Draw Request in accordance with **Section 420** in an amount sufficient to satisfy any such shortfall, to the extent that funds are available thereunder. Amounts drawn under the Toll Equity Loan Agreement for the foregoing purpose described in this **Section 407** shall be deposited by the Trustee directly to the Project Budget Account of the Operating Fund.

At the written direction of the Authority, the Trustee shall disburse funds to the Authority or its designee from the Operating Fund for the payment of Operating Expenses in accordance with the Annual Operating Budget, and the funds from the Operating Fund shall be used for no other purpose; *provided that*, the Authority covenants that in no event shall Revenues be used to pay for Operating Expenses relating to the operation of the Project at standards higher than the Project Agreement Standards. The Trustee shall disburse funds to pay the costs of Operating Expenses first from the Project Budget Account of the Operating Fund and then, to the extent amounts in such account are insufficient, from the Annual Operating Budget Account of the Operating Fund; provided, however, that the Authority shall not instruct the Trustee to, and the Trustee shall not withdraw from the Operating Fund for payment of Operating Expenses in any Fiscal Year an aggregate amount in excess of the total amount of Operating Expenses provided for in the Annual Operating Budget for such Fiscal Year. In directing disbursements from the Operating Fund, the Authority shall be deemed to be certifying that obligations in the stated amounts have been or will be incurred by the Authority and that each item thereof was or will be properly incurred as an Operating Expense and shall be due and payable no later than 30 days after the Authority directs the Trustee to disburse funds for the payment of such obligation, and has not been paid previously. With each disbursement direction for payment of amounts out of the Operating Fund, the Authority shall either (i) certify to the Trustee that the Annual Operating

Budget on file with the Trustee for the then current Fiscal Year has not been amended or supplemented, or (ii) file with the Trustee any amendment or supplement to such Annual Operating Budget.

During an O&M Step-In, the Trustee shall disburse funds to TxDOT or its designee from the Operating Fund (first from the Project Budget Account of the Operating Fund and then, to the extent amounts in such account are insufficient after making the transfers from the other funds and accounts as provided in the first paragraph of this Section 407 and the second paragraph of Section 411, from the Annual Operating Budget Account of the Operating Fund) upon written request of TxDOT to pay Operating Expenses pursuant to, and in accordance with, Section 6.02(d) of the Toll Equity Loan Agreement, *provided that* (i) disbursements are made for payment of Operating Expenses in accordance with (A) the provisions of this **Section 407** (and, with respect to amounts from the Annual Operating Budget Account of the Operating Fund, **Section 411**), (B) the priorities of any transfers required pursuant to **Sections 405** and **406** and (C) the Annual Operating Budget, and (ii) such Operating Expenses have not been the subject of prior transfers out of the Funds and Accounts. Subject to the preceding sentence, should such Operating Expenses amount to more than the total available amount in the Operating Fund (after transfers to the Operating Fund from the other Funds and Accounts pursuant to the first paragraph of this Section 407 and the second paragraph of Section 411) at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall pay such excess amount to TxDOT upon written request of TxDOT from any future deposits to the Operating Fund not needed to pay current Operating Expenses at the time.

Section 408. Major Maintenance Fund—Project Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404** through **407**, the Trustee shall, to the extent the transfer from the Major Maintenance Reserve Fund pursuant to **clause (4)** of **Section 415** is insufficient for such purpose, transfer from the Revenue Fund to the credit of the Project Budget Account of the Major Maintenance Fund an amount equal to the lesser of (i) one-twelfth (1/12) of the amount of the total Major Maintenance Expenses scheduled for the then current Fiscal Year in the Project Budget, and (ii) one-twelfth (1/12) of the amount of the total Major Maintenance Expenses scheduled for the then current Fiscal Year in the then current Annual Operating Budget. If amounts on deposit in the Revenue Fund are insufficient to make such transfer, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, the Rate Stabilization Fund, the Annual Operating Budget Account of the Operating Fund and, only upon the occurrence and continuance of an Event of Default, the Project Budget Account of the Capital Expenditures Fund. If there remains a shortfall, the Trustee shall make a draw under the Toll Equity Loan Agreement by submitting a Draw Request in accordance with **Section 420** in an amount sufficient to satisfy any such shortfall, to the extent that funds are available thereunder. Amounts drawn under the Toll Equity Loan Agreement for the foregoing purpose described in this **Section 408** shall be deposited by the Trustee directly to the Major Maintenance Fund.

At the written direction of the Authority, the Trustee shall disburse funds to the Authority or its designee from the Major Maintenance Fund for the payment of Major Maintenance Expenses of the Project in accordance with the Annual Operating Budget, and the funds from the Major Maintenance Fund shall be used for no other purpose; *provided that*, the Authority covenants that in no event shall Revenues be used to pay for Major Maintenance Expenses relating to the maintenance of the Project at standards higher than the Project Agreement Standards. The Trustee shall disburse funds to pay the costs of Major Maintenance Expenses first from the Project Budget Account of the Major Maintenance Fund and then, to the extent amounts in such account are insufficient, from the Annual Operating Budget Account of the Major Maintenance Fund; *provided, however*, that the Authority shall not instruct the Trustee to, and the Trustee shall not withdraw from the Major Maintenance Fund for payment of Major Maintenance Expenses in any Fiscal Year an aggregate amount in excess of the total amount of Major Maintenance Expenses provided for in the Annual Operating Budget for such Fiscal Year. In directing disbursements from the Major Maintenance Fund, the Authority shall be deemed to be certifying that obligations in the stated amounts have been or will be incurred by the Authority and that each item thereof was or will be properly incurred as a Major Maintenance Expense and shall be due and payable no later than 30 days after the Authority directs the Trustee to disburse funds for the payment of such obligation, and has not been paid previously. With each disbursement direction for payment of amounts out of the Major Maintenance Fund, the Authority shall either (i) certify to the Trustee that the Annual Operating Budget on file with the Trustee for the then current Fiscal Year has not been amended or supplemented, or (ii) file with the Trustee any amendment or supplement to such Annual Operating Budget.

During an O&M Step-In, the Trustee shall disburse funds to TxDOT or its designee from the Major Maintenance Fund (first from the Project Budget Account of the Major Maintenance Fund and then, to the extent amounts in such account are insufficient after making the transfers from the other funds and accounts as provided in the first paragraph of this **Section 408** and in **Section 413**, from the Annual Operating Budget Account of the Major Maintenance Fund) upon written request of TxDOT to pay Major Maintenance Expenses pursuant to, and in accordance with, Section 6.02(d) of the Toll Equity Loan Agreement, *provided that* (i) disbursements are made for payment of Major Maintenance Expenses in accordance with (A) the provisions of this Section 408 (and, with respect to amounts from the Annual Operating Budget Account of the Major Maintenance Fund, **Section 413**), (B) the priorities of any transfers required pursuant to **Sections 405, 406** and **407** and (C) the Annual Operating Budget, and (ii) such Major Maintenance Expenses have not been the subject of prior transfers out of the Funds and Accounts. Subject to the preceding sentence, should such Major Maintenance Expenses amount to more than the total available amount in the Major Maintenance Fund (after transfers to the Major Maintenance Fund from the other Funds and Accounts pursuant to the first paragraph of this **Section 408** and **Section 413**) at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall pay such excess amount to TxDOT upon written request of TxDOT from any future deposits to the Major Maintenance Fund not needed to pay current Major Maintenance Expenses at the time.

Section 409. Capital Expenditures Fund—Project Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404** through **408**, the Trustee shall, to the extent funds are not available in the Construction Fund for payment of Project Capacity Improvements Capital Expenditures for the month after the Transfer Date, and to the extent the transfer from the Capital Expenditures

Reserve Fund pursuant to **clause (5) of Section 416** is insufficient for such purpose, but only if no Event of Default has occurred and is continuing in accordance with the third paragraph of this Section 409, transfer from the Revenue Fund to the credit of the Project Budget Account of the Capital Expenditures Fund an amount equal to the lesser of (i) the Project Capacity Improvements Capital Expenditures budgeted in the Project Budget for such month, and (ii) the Project Capacity Improvements Capital Expenditures budgeted in the current Fiscal Year's Annual Operating Budget for such month. If amounts on deposit in the Revenue Fund are insufficient to make such transfer, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein, but only if no Event of Default has occurred and is continuing in accordance with the third paragraph of this Section 409: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, the Rate Stabilization Fund and the Annual Operating Budget Account of the Operating Fund. If there remains a shortfall, the Trustee may, at the written direction of the Authority, make a draw under the Toll Equity Loan Agreement by submitting a Draw Request in accordance with **Section 420** in an amount sufficient to satisfy any such shortfall, to the extent that funds are available thereunder; provided that the Trustee shall not be entitled to submit a Draw Request to pay any such shortfall so long as the Trustee is prevented from transferring, disbursing or applying funds in the Project Budget Account of the Capital Expenditures Fund as set forth in the third paragraph of this **Section 409**. Amounts drawn under the Toll Equity Loan Agreement for the foregoing purpose described in this **Section 409** shall be deposited by the Trustee directly to the Capital Expenditures Fund.

At the written direction of the Authority, but only if no Event of Default has occurred and is continuing, the Trustee shall disburse funds to the Authority or its designee from the Capital Expenditures Fund for the payment of Project Capacity Improvements Capital Expenditures in accordance with the Annual Operating Budget, and the funds from the Capital Expenditures Fund shall be used for no other purpose. The Trustee shall disburse funds to pay the costs of Project Capacity Improvements Capital Expenditures first from funds available in the Construction Fund for payment of such Project Capacity Improvements Capital Expenditures, next from the Project Budget Account of the Capital Expenditures Fund if such amounts are available for such purpose in accordance with this **Section 409** and then, to the extent amounts in such account are insufficient, from the Annual Operating Budget Account of the Capital Expenditures Fund if such amounts are available for such purpose in accordance with **Section 414**; provided, however, that the Authority shall not instruct the Trustee to, and the Trustee shall not withdraw from the Capital Expenditures Fund for payment of Capital Expenditures in any Fiscal Year an aggregate amount in excess of the total amount of Capital Expenditures provided for in the Annual Operating Budget for such Fiscal Year. In directing disbursements from the Capital Expenditures Fund, the Authority shall be deemed to be certifying that obligations in the stated amounts have been or will be incurred by the Authority and that each item thereof was or will be properly incurred as a Project Capacity Improvements Capital Expenditure and shall be due and payable no later than 30 days after the Authority directs the Trustee to disburse funds for the payment of such obligation and has not been paid previously; *provided* in no event shall the Authority direct the Trustee to use Revenues to pay for Project Capacity Improvements Capital Expenditures relating to the Project at standards higher than the Project Agreement Standards. With each disbursement direction for payment of amounts out of the Capital Expenditures Fund,

the Authority shall either (i) certify to the Trustee that the Annual Operating Budget on file with the Trustee for the then current Fiscal Year has not been amended or supplemented, or (ii) file with the Trustee any amendment or supplement to such Annual Operating Budget.

Notwithstanding the foregoing paragraphs of this **Section 409**, if the Trustee is notified as to the occurrence and continuance of an Event of Default by the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or any of the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**), then the Trustee shall not transfer, disburse or apply funds from the Project Budget Account of the Capital Expenditures Fund in accordance with the direction of the Authority as provided in the foregoing paragraphs of this **Section 409** until such time that written notice is provided to the Trustee by the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or both the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**) that such Event of Default has been waived or cured to its satisfaction or that the Trustee otherwise may release funds from the Project Budget Account of the Capital Expenditures Fund for the payment of any part or all of the Project Capacity Improvements Capital Expenditures that would have been payable in accordance with the preceding paragraphs of this **Section 409** had there been no such Event of Default; provided, however, that during the continuance of such Event of Default, amounts on deposit in the Project Budget Account of the Capital Expenditures Fund shall be transferred by the Trustee on the Transfer Date for the following purposes in the following order of priority:

(1) to the First Tier Debt Service Fund to cure any deficiency therein in accordance with **Section 405**;

(2) to the Second Tier Debt Service Fund to cure any deficiency therein in accordance with **Section 406**;

(3) to the Project Budget Account of the Operating Fund to cure any deficiency therein in accordance with **Section 407**; and

(4) to the Project Budget Account of the Major Maintenance Fund to cure any deficiency therein in accordance with **Section 408**.

During a Construction Step-In, if amounts on deposit in the Construction Fund and the BANs Construction Fund are insufficient to satisfy the disbursements permitted to TxDOT pursuant to **Section 402(m)** and the amounts in the General Fund transferred in accordance with the third to the last paragraph of **Section 417** are insufficient to satisfy such disbursements, the Trustee shall transfer amounts held in the Capital Expenditures Fund (first from the Project Budget Account of the Capital Expenditures Fund, and then, to the extent amounts in such account are insufficient after making the transfers from the other funds and accounts as provided in the first paragraph of this **Section 409** (without regard to the existence of any Event of Default) and the second paragraph of **Section 414** (without regard to the existence of any Event of Default), from the Annual Operating Budget Account of the Capital Expenditures Fund) to TxDOT in an amount sufficient to satisfy any such shortfall. Such transfer shall be made only if all of the conditions and requirements for disbursements pursuant to **Section 402(m)** are satisfied

as if such disbursements were payments from the Construction Fund or the BANs Construction Fund in accordance therewith. If at the time that TxDOT delivers a request to the Trustee pursuant to **Section 402(m)**, the documented Costs of the Project for which disbursement is sought by TxDOT amount to more than the total available in the Construction Fund and BANs Construction Fund, the General Fund and the Capital Expenditures Fund (after transfer of all available amounts in the Capital Expenditures Reserve Fund) collectively at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall transfer to TxDOT at its written request such excess amount from any future deposits into the Capital Expenditures Fund (to the extent that deposits to the General Fund are unavailable for such purpose), subject to the limitations of **Section 402(m)**.

During an O&M Step-In, the Trustee shall disburse funds to TxDOT or its designee from the Capital Expenditures Fund (first from the Project Budget Account of the Capital Expenditures Fund and then, to the extent amounts in such account are insufficient after making the transfers from the other funds and accounts as provided in the first paragraph of this **Section 409** and the second paragraph of **Section 414**, from the Annual Operating Budget Account of the Capital Expenditures Fund) upon written request of TxDOT to pay Operating Expenses and Major Maintenance Expenses pursuant to, and in accordance with, Section 6.02(d) of the Toll Equity Loan Agreement, *provided that* (i) funds in the Operating Fund and the Major Maintenance Fund are insufficient for such purposes in accordance with the last paragraph of **Section 407** and **Section 408**, respectively, (ii) disbursements are made for payment of such expenses in accordance with (A) the provisions of this **Section 409** (and, with respect to amounts from the Annual Operating Budget Account of the Capital Expenditures Fund, Section 414), (B) the priorities of any transfers required pursuant to **Sections 405, 406, 407 and 408** and (C) the Annual Operating Budget, and (iii) such expenses have not been the subject of prior transfers out of the Funds and Accounts. Subject to the preceding sentence, should such expenses amount to more than the total available amount in the Capital Expenditures Fund (after transfers to the Capital Expenditures Fund from the other Funds and Accounts pursuant to the first paragraph of this **Section 409** and **Section 414**) at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall pay such excess amount to TxDOT upon written request of TxDOT from any future deposits to the Capital Expenditures Fund not needed to pay current Capital Expenditures at the time.

Section 410. Third Tier Debt Service Fund. On each Transfer Date, and provided no Third Tier Subordination Event has occurred and is continuing, after first having made or provided for the payments, deposits and transfers required by **Sections 404 through 409**, but subject to the provisions of **Section 214**, the Trustee shall transfer from the Revenue Fund to the applicable account in the Third Tier Debt Service Fund the amounts due in respect of Third Tier Obligations in accordance with the terms specified herein or in the Supplemental Agreement authorizing such Third Tier Obligations.

The money in the Third Tier Principal Account and the Third Tier Interest Account shall be held by the Trustee in trust for the benefit of the Third Tier Obligations, to the extent the foregoing are payable from such accounts, and, to said extent and pending application, shall be subject to a lien and charge in favor of the owners of the Third Tier Obligations until withdrawn to pay Principal of and interest on the Third Tier Obligations. Subject to the provisions of

Section 214, the Trustee shall withdraw from the Third Tier Interest Account and the Third Tier Principal Account from time to time and set aside and hold in trust pursuant to **Section 418** sufficient money for paying the interest on and the Principal of the Third Tier Obligations as the same shall become due.

If at the time the Trustee is required to make a withdrawal from the Third Tier Debt Service Fund the money therein shall not be sufficient for such purpose, the Trustee shall, subject to **Section 214**, withdraw the amount of such deficiency from the money on deposit in the following funds or accounts and transfer the same to the Third Tier Debt Service Fund in the following order of priority to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund, the Annual Operating Budget Account of the Major Maintenance Fund, Rate Stabilization Fund and the Annual Operating Budget Account of the Operating Fund.

Section 411. Operating Fund—Annual Operating Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404 through 410**, the Trustee shall transfer from the Revenue Fund to the credit of the Annual Operating Budget Account of the Operating Fund, on written request of the Authority, an amount which a Board Representative shall certify to be required to make the total amount in the Annual Operating Budget Account of the Operating Fund equal to one-sixth (1/6) of an amount equal to the excess, if any, of the amount reflected in the current Fiscal Year's Annual Operating Budget for Operating Expenses for such Fiscal Year over the amount reflected in the Project Budget for Operating Expenses for such Fiscal Year and money in this account shall be used as provided under **Section 407**; *provided* the Authority covenants that in no event shall Revenues be used to pay for Operating Expenses relating to the operation of the Project at standards higher than the Project Agreement Standards.

If amounts on deposit in the Revenue Fund are insufficient to make such transfer, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund, the Major Maintenance Reserve Fund, the Annual Operating Budget Account of the Capital Expenditures Fund and the Annual Operating Budget Account of the Major Maintenance Fund. The Authority covenants that if, after transferring amounts as specified in the preceding sentence, actual Operating Expenses in any month are either (i) in excess of amounts on deposit in the Operating Fund and in excess of the amount contained in the Project Budget for Operating Expenses for such month or (ii) in excess of the amount required to operate the Project according to the Project Agreement Standards, it will cause an amount sufficient to make up any such shortfall to be transferred to the Operating Fund from other lawfully available funds of the Authority, but in no event from the Rate Stabilization Fund or any other account in the Trust Estate.

Section 412. Rate Stabilization Fund. The Authority shall deposit on the PGBT WE Closing Date the amount of the Rate Stabilization Fund Requirement as of the PGBT WE Closing Date from the proceeds of the issuance of the Series 2011 BANs. On any SWP/CT Closing Date, the Authority shall deposit, from proceeds of Additional Obligations issued in connection with the SWP/CT Project or from funds not part of the Trust Estate, an amount

necessary to cause the Rate Stabilization Fund to be increased, if and to the extent necessary, so that the Rate Stabilization Fund will contain an amount equal to the Rate Stabilization Fund Requirement as of such date. After the PGBT WE Closing Date or any SWP/CT Closing Date, and after first having made or provided for the payments, deposits, and transfers required by **Sections 404 through 411**, the Trustee shall transfer from the Revenue Fund to the credit of the Rate Stabilization Fund amounts sufficient to accumulate an amount equal to the Rate Stabilization Fund Requirement, or to restore the balance in the Rate Stabilization Fund to an amount equal to the Rate Stabilization Fund Requirement.

Amounts on deposit in the Rate Stabilization Fund shall be transferred by the Trustee to (a) the First Tier Debt Service Fund or the Second Tier Debt Service Fund to cure a deficiency therein, (b) the Project Budget Account of the Operating Fund in any month to cure a deficiency in the amount to be deposited therein pursuant to **Section 407**, (c) the Project Budget Account of the Major Maintenance Fund in any month to cure a deficiency in the amount to be deposited therein pursuant to **Section 408**, (d) the Project Budget Account of the Capital Expenditures Fund in any month to cure a deficiency in the amount to be deposited therein pursuant to **Section 409** unless an Event of Default has occurred and is continuing in accordance with the last paragraph of **Section 409**, (e) the Third Tier Debt Service Fund to cure any deficiency therein, or (f) to be applied to the redemption or defeasance of any First Tier Obligations, Second Tier Obligations and Third Tier Obligations (to the extent such Obligations are Outstanding) in the event of an optional redemption of 100% of the First Tier Obligations, Second Tier Obligations and the Third Tier Obligations. In the event that the amounts on deposit in the Rate Stabilization Fund exceed the Rate Stabilization Fund Requirement, the Trustee shall transfer such excess to the Revenue Fund.

Section 413. Major Maintenance Fund—Annual Operating Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404 through 412**, the Trustee shall, to the extent the transfer from the Major Maintenance Reserve Fund pursuant to **clause (8) of Section 415** is insufficient for such purpose, transfer from the Revenue Fund to the credit of the Annual Operating Budget Account of the Major Maintenance Fund an amount equal to the excess, if any, of one-twelfth (1/12) of the amount reflected in the current Fiscal Year's Annual Operating Budget for Major Maintenance Expenses for such Fiscal Year over one-twelfth (1/12) of the amount reflected in the Project Budget for Major Maintenance Expenses for such Fiscal Year and money in this account shall be used as provided under **Section 408**; *provided* the Authority covenants that in no event shall Revenues be used to pay for Major Maintenance Expenses relating to the maintenance of the Project at standards higher than Project Agreement Standards. If amounts on deposit in the Revenue Fund are insufficient to make such transfer, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund, the Capital Expenditures Reserve Fund and the Annual Operating Budget Account of the Capital Expenditures Fund. The Authority covenants that if, after transferring the amounts as specified in the preceding sentence, actual Major Maintenance Expenses in any month are in excess of amounts on deposit in the Major Maintenance Fund and in excess of the amount contained in the Project Budget for Major Maintenance Expenses for such month it will cause an amount sufficient to make up any such shortfall to be transferred to the Major Maintenance Fund from

other lawfully available funds of the Authority, but in no event from the Rate Stabilization Fund or any other account in the Trust Estate.

Section 414. Capital Expenditures Fund—Annual Operating Budget Amounts. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404 through 413**, the Trustee shall, to the extent funds are not available in the Construction Fund for payment of Project Capacity Improvements Capital Expenditures for the month after the Transfer Date, and to the extent the transfer from the Capital Expenditures Reserve Fund pursuant to **clause (9) of Section 416** is insufficient for such purpose, but only if no Event of Default has occurred and is continuing in accordance with the last paragraph of this **Section 414**, transfer from the Revenue Fund to the credit of the Annual Operating Budget Account of the Capital Expenditures Fund an amount equal to the excess, if any, of the amount reflected in the current Fiscal Year's Annual Operating Budget for Project Capacity Improvements Capital Expenditures for such month over the amount reflected in the Project Budget for Project Capacity Improvements Capital Expenditures for such month and money in this account shall be used as provided under **Section 409**; *provided that*, the Authority covenants that in no event shall Revenues be used to pay for Project Capacity Improvements Capital Expenditures relating to the Project at standards higher than the Project Agreement Standards. If amounts on deposit in the Revenue Fund are insufficient to make such transfer, and unless an Event of Default has occurred and is continuing in accordance with the last paragraph of this **Section 414**, the Trustee shall transfer amounts held in the following funds in the following order of priority in an amount sufficient to satisfy any such shortfall to the extent that funds are available therein: Current Year Revenue Account of the General Fund, the General Account of the General Fund and the Major Maintenance Reserve Fund. The Authority covenants that if, after transferring the amounts as specified in the preceding sentence, actual Project Capacity Improvements Capital Expenditures in any month are in excess of amounts on deposit in the Capital Expenditures Fund and in excess of the amount contained in the Project Budget for Project Capacity Improvements Capital Expenditures for such month, it will cause an amount sufficient to make up any such shortfall to be transferred to the Capital Expenditures Fund from other lawfully available funds of the Authority, but in no event from the Rate Stabilization Fund or any other account in the Trust Estate.

Notwithstanding the foregoing paragraph of this **Section 414**, if the Trustee is given written notice as to the occurrence and continuance of an Event of Default by (i) the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or (ii) the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or any of the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**), then the Trustee shall not transfer funds from other accounts into the Annual Operating Budget Account of the Capital Expenditures Fund for any shortfalls as provided in the preceding paragraph of this **Section 414** or transfer, disburse or apply funds from the Annual Operating Budget Account of the Capital Expenditures Fund in accordance with the direction of the Authority as provided in the foregoing paragraph of this **Section 414** until such time that written notice is provided to the Trustee by the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or both the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**) that such Event of Default has been waived or cured to its satisfaction or that the Trustee

otherwise may release funds from the Annual Operating Budget Account of the Capital Expenditures Fund for the payment of any part or all of the Project Capacity Improvements Capital Expenditures that would have been payable in accordance with the preceding paragraphs of this **Section 414** had there been no such Event of Default; provided, however, that during the continuance of such Event of Default, amounts on deposit in the Project Budget Account of the Capital Expenditures Fund shall be transferred by the Trustee on the Transfer Date for the following purposes in the following order of priority:

(1) to the First Tier Debt Service Fund to cure any deficiency therein in accordance with **Section 405**;

(2) to the Second Tier Debt Service Fund to cure any deficiency therein in accordance with **Section 406**;

(3) to the Project Budget Account of the Operating Fund to cure any deficiency therein in accordance with **Section 407**; and

(4) to the Project Budget Account of the Major Maintenance Fund to cure any deficiency therein in accordance with **Section 408**.

Section 415. Major Maintenance Reserve Fund. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404** through **414**, the Trustee shall transfer from the Revenue Fund to the Major Maintenance Reserve Fund an amount sufficient to cause the balance in the Major Maintenance Reserve Fund to be equal to the Major Maintenance Reserve Requirement.

Amounts on deposit in the Major Maintenance Reserve Fund shall be transferred by the Trustee on each Transfer Date for the following purposes in the following order of priority:

(1) to the First Tier Debt Service Fund to cure any deficiency therein;

(2) to the Second Tier Debt Service Fund to cure any deficiency therein;

(3) to the Project Budget Account of the Operating Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 407**;

(4) to the Project Budget Account of the Major Maintenance Fund each month an amount equal to the lesser of (i) one-twelfth (1/12) of the amount of the total Major Maintenance Expenses scheduled for the then current Fiscal Year in the Project Budget, and (ii) one-twelfth (1/12) of the amount of the total Major Maintenance Expenses scheduled for the then current Fiscal Year in the then current Annual Operating Budget;

(5) to the Project Budget Account of the Capital Expenditures Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 409**;

(6) to the Third Tier Debt Service Fund to cure any deficiency therein;

(7) to the Annual Operating Budget Account of the Operating Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant **Section 411**;

(8) to the Annual Operating Budget Account of the Major Maintenance Fund each month an amount equal to the excess, if any, of one-twelfth (1/12) of the amount reflected in the current Fiscal Year's Annual Operating Budget for Major Maintenance Expenses for such

Fiscal Year over one-twelfth (1/12) of the amount reflected in the Project Budget for Major Maintenance Expenses for such Fiscal Year; and

(9) to the Annual Operating Budget Account of the Capital Expenditures Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 414**.

In the event that the amounts on deposit in the Major Maintenance Reserve Fund exceed the amounts required to be held therein, the Trustee shall transfer such excess to the Revenue Fund.

Section 416. Capital Expenditures Reserve Fund. On each Transfer Date, after first having made or provided for the payments, deposits and transfers required by **Sections 404 through 415**, the Trustee shall transfer from the Revenue Fund to the Capital Expenditures Reserve Fund an amount sufficient to cause the balance in the Capital Expenditures Reserve Fund to be equal to the Capital Expenditures Reserve Requirement.

Amounts on deposit in the Capital Expenditures Reserve Fund shall be transferred by the Trustee on each Transfer Date for the following purposes in the following order of priority:

- (1) to the First Tier Debt Service Fund to cure any deficiency therein;
- (2) to the Second Tier Debt Service Fund to cure any deficiency therein;
- (3) to the Project Budget Account of the Operating Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 407**;
- (4) to the Project Budget Account of the Major Maintenance Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 408**;
- (5) to the Project Budget Account of the Capital Expenditures Fund each month an amount equal to the lesser of (i) the Project Capacity Improvements Capital Expenditures budgeted in the Project Budget for such month, and (ii) the Project Capacity Improvements Capital Expenditures budgeted in the current Fiscal Year's Annual Operating Budget for such month, subject to the provisions of **Section 409**; *provided that* during a Construction Step-In the amount to be transferred to the Project Budget Account of the Capital Expenditures Fund each month shall be the amount requested by TxDOT to pay Costs of the Project pursuant to the penultimate paragraph of **Section 409**;
- (6) to the Third Tier Debt Service Fund to cure any deficiency therein;
- (7) to the Annual Operating Budget Account of the Operating Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 411**;
- (8) to the Annual Operating Budget Account of the Major Maintenance Fund in any month to cure deficiencies in the amounts to be deposited therein pursuant to **Section 413**; and
- (9) to the Annual Operating Budget Account of the Capital Expenditures Fund each month an amount equal to the excess, if any, of the amount reflected in the current Fiscal Year's Annual Operating Budget for Project Capacity Improvements Capital Expenditures for such month over the amount reflected in the Project Budget for Project Capacity Improvements Capital Expenditures for such month, subject to the provisions of **Section 414**.

In the event that the amounts on deposit in the Capital Expenditures Reserve Fund exceed the amounts required to be held therein, the Trustee shall transfer such excess to the Revenue Fund.

Section 417. General Fund. On each Transfer Date, after first having made or provided for the payments, deposits and transfers provided by **Sections 404 through 416**, the Trustee shall transfer from the Revenue Fund to the credit of the Current Year Revenue Account of the General Fund all remaining Revenues.

Prior to the TIFIA Note Prepayment Start Date, amounts on deposit in the Current Year Revenue Account shall be transferred by the Trustee to the General Account on the same day such amounts are deposited in the Current Year Revenue Account.

On and after the TIFIA Note Prepayment Start Date, amounts on deposit in the Current Year Revenue Account shall be transferred by the Trustee to (a) the First Tier Debt Service Fund or the Second Tier Debt Service Fund to cure any deficiency therein, (b) the Operating Fund, the Major Maintenance Fund and the Capital Expenditures Fund in any month to cure deficiencies in the amounts to be deposited therein, all pursuant to and in the order specified in **Sections 407, 408, 409, 411, 413 and 414**, (c) subject to **Section 214**, the Third Tier Debt Service Fund to cure any deficiency therein pursuant to **Section 410**, (d) the Major Maintenance Reserve Fund to cure any deficiency therein pursuant to **Section 415**, (e) the Capital Expenditures Reserve Fund to cure any deficiency therein pursuant to **Section 416**, or (f) upon the written direction of a Board Representative, the First Tier Debt Service Fund or the Second Tier Debt Service Fund, as applicable, to redeem or defease First Tier Obligations and Second Tier Obligations pro rata based on the Principal amount of the Outstanding First Tier Obligations and the Outstanding Second Tier Obligations.

On and after the TIFIA Note Prepayment Start Date, on the last Business Day of each Fiscal Year (the "*General Fund Transfer Date*"), the Trustee shall transfer the funds in the Current Year Revenue Account for the following purposes and in the following order of priority:

- (1) to the General Account in an amount sufficient to cause the balance of unencumbered funds in the General Account to equal the amount required to be paid to TxDOT on the first day of the following Fiscal Year pursuant to the last paragraph of Section 2.06 of the Toll Equity Loan Agreement; and
- (2) of the funds remaining in the Current Year Revenue Account after the transfer pursuant to clause (1) above, one-half to the General Account and one-half to the TIFIA Prepayment Account.

Amounts on deposit in the General Account shall be transferred by the Trustee to (a) the First Tier Debt Service Fund or the Second Tier Debt Service Fund to cure any deficiency therein, (b) the Operating Fund, the Major Maintenance Fund and the Capital Expenditures Fund in any month to cure deficiencies in the amounts to be deposited therein, all pursuant to and in the order specified in **Sections 407, 408, 409, 411, 413 and 414**, (c) subject to **Section 214**, the Third Tier Debt Service Fund to cure any deficiency therein, (d) the Major Maintenance Reserve Fund to cure any deficiency therein pursuant to **Section 415**, (e) the Capital Expenditures Reserve Fund to cure any deficiency therein pursuant to **Section 416**, or (f) upon the direction of a Board Representative, the First Tier Debt Service Fund or the Second Tier Debt Service Fund to redeem or defease any First Tier Obligations or Second Tier Obligations.

On any date, whether prior to, on or after the TIFIA Note Prepayment Start Date, unless there is an occurrence and continuance of an Event of Default, amounts on deposit in the Current Year Revenue Account and the General Account may also be transferred by the Trustee to the Authority or its designee (a) to pay or secure bonds, notes or other obligations of the Authority issued to finance Costs of the Project (other than Costs for the initial construction of the Project) to the extent permitted by the TIFIA Lender consent delivered pursuant to **Section 708(b)**, or (b) to pay or reimburse the Authority for Operating Expenses, Major Maintenance Expenses and Project Capacity Improvements Capital Expenditures under the current or any previous Annual Operating Budgets with respect to operating, maintaining or improving the Project to the Project Agreement Standards to the extent such payments were payable pursuant to the terms of this Trust Agreement but instead were paid by the Authority from funds available to it outside of the Trust Estate because of an insufficiency of funds available for such payments in the relevant Funds and Accounts at such time, but in no event will the Authority be reimbursed for expenses incurred in operating, maintaining or improving the Project to standards higher than Project Agreement Standards, *provided that* there are no amounts due and owing to TxDOT under the Toll Equity Loan, and that such Operating Expenses, Major Maintenance Expenses and Project Capacity Improvements Capital Expenditures are not the subject of a dispute between the Authority and TxDOT regarding compliance with the Toll Equity Loan Agreement requirements, or, if subject to such a dispute, that such dispute has been resolved but only to the extent and in the amount provided in favor of the Authority; *provided further*, that if the Trustee is notified as to the occurrence and continuance of an Event of Default by the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or any of the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**), then the Trustee shall not so transfer, disburse or apply funds from the Current Year Revenue Account or the General Account in accordance with the direction of the Authority under this paragraph until such time that notice is provided to the Trustee by the Controlling Creditor for any Event of Default other than a TIFIA Loan Agreement Default or the TIFIA Lender with respect to any TIFIA Loan Agreement Default (or both the Controlling Creditor and the TIFIA Lender in the event that the Event of Default is both a TIFIA Loan Agreement Default and an Event of Default hereunder other than that described in **Section 802(e)**) that such Event of Default has been waived or cured to its satisfaction or that the Trustee otherwise may release funds from the Current Year Revenue Account or the General Account for the purposes described in this paragraph had there been no such Event of Default.

Amounts on deposit in the TIFIA Prepayment Account shall be transferred by the Trustee for prepayment of the TIFIA Note to the TIFIA Lender no later than the Business Day following the General Fund Transfer Date. The money in the TIFIA Prepayment Account shall be held by the Trustee in trust for the exclusive benefit of the Owner of the TIFIA Note and shall be subject to a lien and charge in favor of the TIFIA Lender exclusively.

During a Construction Step-In, if amounts on deposit in the Construction Fund and the BANs Construction Fund are insufficient to satisfy the disbursements permitted to TxDOT pursuant to **Section 402(m)**, the Trustee shall transfer amounts held in the General Fund (whether in the Current Year Revenue Account or the General Account and regardless of the existence of any Event of Default) to TxDOT in an amount sufficient to satisfy any such shortfall. Such transfer shall be made only if all of the conditions and requirements for

disbursements pursuant to **Section 402(m)** are satisfied as if such disbursements were payments from the Construction Fund in accordance therewith. If at the time that TxDOT delivers a request to the Trustee pursuant to **Section 402(m)** for which disbursement is sought by TxDOT, the documented Costs of the Project amount to more than the total available in the Construction Fund and BANs Construction Fund, the General Fund and the Capital Expenditures Fund (after transfer of all available amounts in the Capital Expenditures Reserve Fund) collectively at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall transfer to TxDOT at its written request such excess amount from any future deposits into the General Fund, subject to the limitations of **Section 402(m)**.

During an O&M Step-In, the Trustee shall disburse funds to TxDOT or its designee from the General Fund (first from the General Account of the General Fund and then, to the extent amounts in such account are insufficient, from the Current Year Revenue Account of the General Fund) upon written request of TxDOT to pay Operating Expenses and Major Maintenance Expenses pursuant to, and in accordance with, Section 6.02(d) of the Toll Equity Loan Agreement, *provided that* (i) funds in the Operating Fund, the Major Maintenance Fund and the Capital Expenditures Fund are insufficient for such purposes in accordance with the last paragraph of **Section 407**, **Section 408** and **Section 409**, respectively, (ii) disbursements are made for payment of such expenses in accordance with (A) the provisions of this **Section 417**, (B) the priorities of any transfers required pursuant to **Sections 405** through **416** and (C) the Annual Operating Budget, and (iii) such expenses have not been the subject of prior transfers out of the Funds and Accounts. Subject to the preceding sentence, should such expenses amount to more than the total available amount in the Operating Fund, Major Maintenance Fund, Capital Expenditures Fund and General Fund collectively at the time of the request for disbursement and TxDOT pays for such excess costs with funds that are not part of the Trust Estate, then the Trustee shall pay such excess amount to TxDOT upon written request of TxDOT from any future deposits to such Funds not needed to pay current Operating Expenses, Major Maintenance Expenses and Capital Expenditures at the time.

Commencing on the Net Revenue Share Commencement Date (as defined in the PGBT WE Project Agreement), amounts on deposit in the General Account and Current Year Revenue Account of the General Fund shall be transferred by the Trustee at the written direction of the Authority to TxDOT to satisfy any Net Share Amount (as defined in the PGBT WE Project Agreement) due TxDOT under the Project Agreement.

Section 418. Money Set Aside for Principal and Interest Held in Trust. All money that the Trustee shall have set aside (or deposited with any escrow agent) for the purpose of paying any of the Obligations hereby secured, either at the Stated Maturity thereof or upon call for redemption, shall be held in trust for the respective Owners of such Obligations. However, any money which shall be so held or deposited by the Trustee, and which shall remain unclaimed by the Owners of such Obligations for the period of three years after the date on which such Obligations shall have become payable, shall, subject to the provisions of Title 6, Texas Property Code, be paid to the Authority upon its written request or to such officer, board or body as may then be entitled by law to receive the same; thereafter, the Owners of such Obligations shall look only to the Authority or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without any interest thereon, and the Trustee shall have no responsibility with respect to such money.

Section 419. Additional Security. Except as otherwise provided or permitted herein, the Trust Estate securing all (a) First Tier Obligations, shall be shared on a parity with other First Tier Obligations on an equal and ratable basis, (b) Second Tier Obligations, shall be shared on a parity with other Second Tier Obligations on an equal and ratable basis but subordinate and junior to the lien on, pledge of and security in the Trust Estate for the benefit of the Owners of the First Tier Obligations and (c) Third Tier Obligations, shall be shared on a parity with other Third Tier Obligations on an equal and ratable basis but subordinate and junior to the lien on, pledge of and security in the Trust Estate for the benefit of the Owners of the First Tier Obligations and Second Tier Obligations. The Authority may, however, in its discretion, provide Additional Obligation Security, but shall have no obligation to provide such additional security or credit enhancement to other Obligations, except that no Additional Obligation Security shall be provided unless there shall have been first delivered to the Trustee an opinion of Bond Counsel that the exclusion from gross income of interest on any Obligations for federal income tax purposes will not be adversely affected thereby.

Section 420. Draw Request. In order to cause TxDOT to fund a draw under the Toll Equity Loan Agreement with respect to any deficiency in the amount required to be deposited in the applicable fund or account and on such dates specified in **Sections 405, 406, 407, 408 and 409** above, the Trustee, acting in accordance with **Article IV**, shall present TxDOT by 10:00 a.m., Austin, Texas time, with a draw request in the form attached hereto as Appendix A executed by the Trustee (a "*Draw Request*"). The Trustee shall deposit and use the proceeds of any draw under the Toll Equity Loan Agreement as provided in this **Article IV**. The Trustee shall make such Draw Request and take any other actions necessary to obtain an advance in an amount sufficient for such purpose from TxDOT without further direction or instruction or other action from the Authority or any Owners of the Outstanding Obligations. The amount requested by the Trustee pursuant to **Sections 405, 406, 407, 408 and 409** above shall not include any amount requested by the Trustee for the same purpose under any previously submitted Draw Request which was not paid by TxDOT due to a Non-Appropriation Event. The Trustee shall specify the amount of the shortfall for each applicable account determined in accordance with in **Sections 405, 406, 407, 408 and 409** above, as the case may be, on such Draw Request as the total amount requested for an advance under the Toll Equity Loan Agreement. Such Draw Request shall be transmitted to TxDOT by facsimile transmittal to the facsimile number referred to in Toll Equity Loan Draw Certificate and shall be promptly confirmed by written notice to TxDOT sent by certified or registered mail or private delivery service to the address and to the attention of the person referred to in the Toll Equity Loan Draw Request (it being understood that the giving or receipt of such confirmation shall not be a condition precedent to any advances under the Toll Equity Loan Agreement in connection with such Draw Request).

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ARTICLE V
PAYMENT

Section 501. Cancellation of Obligations upon Payment. All Obligations paid, or redeemed, either at or before maturity, shall be cancelled and delivered to the Trustee when such payment or redemption is made. The Trustee will dispose of cancelled Obligations in accordance with its customary procedures (subject to the record retention requirement of the Securities Exchange Act of 1934). Certification of the destruction of all canceled Obligations will be delivered to the Authority from time to time upon written request.

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ARTICLE VI
DEPOSITARIES, SECURITY AND INVESTMENT

Section 601. Depositaries; Deposits as Trust Funds; Qualifications; Security. All money paid to or deposited with the Trustee and any Depositary or Depositaries under the provision of this Trust Agreement, or deposited with any Depositary to the credit of the Trustee, shall be held and applied only in accordance with the provisions of this Trust Agreement, and shall not be subject to lien or attachment by any creditor of the Authority.

Except as may be otherwise provided herein, all money received by the Authority pursuant to this Trust Agreement, whether as proceeds from the sale of Obligations or as Revenues, shall be deemed to be trust funds, to be held and applied solely as provided in this Trust Agreement. Any officer to whom, or any bank or trust company to which, such money shall be paid shall act as trustee of such money and shall hold and apply same for the purposes thereof, subject to such regulation as the Turnpike Act and this Trust Agreement provide.

All money held by and deposited with the Trustee (including all money held on time deposit, under certificates of deposit, or under any other similar arrangements), and not invested as provided in this Trust Agreement, shall be continuously secured, for the benefit of the Authority and the Owners of the Obligations, by lodging with its own trust department, as collateral security, direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the United States Government, or indirect obligations of the United States of America such as bonds or other obligations issued by any Federal Agency, including the following Federal Agencies: Export-Import Bank of the United States, United States Postal Service, Government National Mortgage Association, Federal National Mortgage Association, or Federal Home Loan Banks (with all of the foregoing obligations together with repurchase agreements secured by the foregoing obligations, being collectively herein called and defined as "*Federal Securities*" having a market value (exclusive of accrued interest) not less than the amount of such deposit).

Section 602. Investments. All money held for the credit of the Construction Fund and the BANs Construction Fund shall, as nearly as may be practicable, be invested and reinvested by the Trustee, at the written direction of the Authority, in Permitted Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, in such amounts and at such times as will be required to provide money when needed to pay the Costs payable from the Construction Fund and the BAN Construction Fund.

Money held for the credit of the Rate Stabilization Fund, the Major Maintenance Reserve Fund, the Capital Expenditures Reserve Fund and the General Fund shall, as nearly as may be practicable, be invested and reinvested by the Trustee, at the written direction of the Authority, in Permitted Investments which shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the earlier of (x) five years after the date of such investment and (y) the date on which the moneys may reasonably be expected to be needed for the purposes of this Trust Agreement.

Money held for the credit of the Operating Fund, the Major Maintenance Fund, the Capital Expenditures Fund, the Revenue Fund, the First Tier Debt Service Fund, the Second Tier Debt Service Fund and the Third Tier Debt Service Fund shall be invested and reinvested by the

Trustee, at the written direction of the Authority, in Permitted Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates which will allow money to be available in each of said Funds and Accounts for use at the appropriate times and for the purposes for which they were created.

To insure that cash on hand is invested, if the Authority does not give the Trustee written or timely instructions with respect to investments of funds, the Trustee shall invest cash balances in the Wells Fargo Advantage 100% U.S. Treasury Money Market Fund so long as such money market fund is a fund described on clause (d) of the definition of Permitted Investments or a comparable cash management fund that invests only in Permitted Investments of the type described in clause (d) of the definition of that term if the foregoing fund shall become unavailable for any reason or if a substitute Trustee is a party to this Trust Agreement. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments. The Trustee may make any and all investments through its own bond or securities department or the bond or securities department of any affiliate of the Trustee.

In lieu of the investments as provided above, and at the option of the Authority, and in any other case where the Authority deems it advisable, the Authority may make interest bearing time deposits, invest in certificates of deposit, or make other similar arrangements with the Trustee in connection with money in any fund or account created by this Trust Agreement, as may be permitted by law, and which will allow money to be available in each of the Funds and Accounts, the BANs Construction Fund and the BAN Capitalized Interest Account for use at the appropriate times and for the purposes for which they were created, *provided that* all such time deposits, certificates of deposit, and other similar agreements shall be secured in the manner provided in **Section 601** for uninvested money.

Section 603. Investments and Deposits. Except as otherwise provided herein, obligations purchased as an investment of money in any fund or account created under the provisions of this Trust Agreement and all time deposits or similar arrangements made in connection therewith, shall be deemed at all times to be a part of such fund or account, and the interest accruing thereon and any profit realized from any investment shall be credited to such fund or account, and any loss resulting from any investment shall be charged to such fund or account.

The Trustee and the Authority, as the case may be, shall sell at the best price obtainable in the exercise of reasonable diligence, and present for payment or redemption, any obligations so purchased, whenever and to the extent it shall be necessary so to do, in order to provide money required to meet any payment or transfer from any Fund or Account. The Trustee and the Authority, as the case may be, shall present for payment all such obligations when they mature or when they shall be called for redemption and the proceeds thereof shall be reinvested promptly, unless needed to meet any such payment or transfer. Neither the Trustee nor the Authority shall be liable or responsible for making any such investment or for any loss resulting from any such investment, but any resulting deficiency in any fund or account shall be restored from the first money available therefor in accordance with **Section 403**. The Trustee shall advise the Authority in writing, on or before the fifth day of each month, of the details of all money and investments held by them for the credit of any such fund or account.

The provisions of this Trust Agreement which relate to the deposit and to the investment of money shall be subject to the provisions of any applicable laws of the State of Texas.

All Permitted Investments purchased as an investment of any fund or account created hereunder shall be valued at the amortized value thereof (at the "*Value of Permitted Investments*" as defined in **Section 101**).

Notwithstanding any other provisions of this Trust Agreement, if investment income derived from any fund or account maintained pursuant hereto is required to be rebated to the United States of America, as required by the tax covenants of the Authority described in **Section 404**, in order to prevent any Obligations from being "arbitrage bonds," such investment income shall be so rebated from the appropriate fund or account, and the amounts of such rebates shall not be considered to be Revenues. The Trustee shall forthwith, upon the request and direction of the Authority, transmit any such rebate amounts held by it to the United States of America at the written direction of the Authority.

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ARTICLE VII COVENANTS

Section 701. Payments; Pledge; Perfection of Security Interest.

(a) *Payments.* The Authority covenants that it will promptly pay the Principal of and the interest on every Obligation at the places, on the dates and in the manner provided herein and in said Obligations, and any premium required for the retirement of said Obligations by redemption, according to the true intent and meaning thereof.

(b) *Pledge.* The Principal, interest (except interest paid from proceeds of the Obligations) and premiums on the Obligations shall constitute limited obligations of the Authority payable solely in the priorities herein described and from the Trust Estate, which is pledged to the payment thereof in the manner and to the extent hereinabove particularly specified, and nothing in the Obligations or in this Trust Agreement shall be construed as pledging any funds or assets of the Authority other than those included in the Trust Estate for their payment. The Obligations issued or secured hereunder shall not constitute general obligations of the Authority.

(c) *Perfection of Security Interest.* Chapter 1208, Texas Government Code, applies to the issuance of the Obligations and the pledge of, lien on and security interest in the Trust Estate granted by the Authority under this Trust Agreement, and such pledge of, lien on and security interest in the Trust Estate are therefore valid, effective, and perfected. If Texas law is amended at any time while the Obligations are outstanding and unpaid such that the pledge of, lien on and security interest in the Trust Estate granted by the Authority under this Trust Agreement is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the Owners the perfection of the pledge of, lien on and security interest in the Trust Estate, the Authority agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, to perfect such pledge of, lien on and security interest in the Trust Estate, *provided, however,* that the Authority and the Trustee shall take reasonably required measures to perfect such pledge of, lien on and security interest in the Trust Estate as directed by the Owners of not less than 25% of the aggregate Principal amount of the Obligations then Outstanding.

Section 702. Rights of Trustee or of Owners Not to be Impaired. The Authority covenants and agrees that, until the Obligations and the interest thereon are fully and indefeasibly paid or provision for such payment has been made pursuant to **Article XII**, none of the Revenues will be used for any purpose other than as provided in this Trust Agreement and no contract or contracts will be entered into or any action taken by which the rights of the Trustee or of the Owners will be impaired or diminished, except as provided in this Trust Agreement.

Section 703. Further Instruments and Action. The Authority covenants that it will, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Trust Agreement, including but not limited to delivering to the Trustee from time to time a certificate signed by a Board Representative informing the Trustee of the Capital Expenditure Reserve Requirement, the Major Maintenance Reserve Requirements, and the Rate Stabilization Fund Requirement.

Section 704. Employment of Consulting Engineers and Traffic Engineers.

(a) *Consulting Engineers.* The Authority covenants that, until the Obligations and the interest thereon shall have been paid or provision for such payment shall have been made, it will employ Consulting Engineers for the purpose of performing and carrying out the duties imposed on the Consulting Engineers by this Trust Agreement.

(b) *Traffic Engineers.* The Authority covenants that, until the Obligations and the interest thereon shall have been paid or provision for such payment shall have been made, it will, for the purpose of performing and carrying out the duties imposed on the Traffic Engineers by this Trust Agreement, employ from time to time where required by this Trust Agreement, an independent engineer or engineering firm or corporation, other than the Consulting Engineers, having a nation-wide and favorable repute for skill and experience in such work.

Section 705. Rate Covenant.

(a) *Maintain Rates.* The Authority covenants to maintain Cash Flows for each Fiscal Year commencing with the Fiscal Year ending August 31, 2014 in an amount not less than 1.00 times the Debt Service Requirements of all Outstanding First Tier Obligations and Second Tier Obligations. For purposes of this **Section 705**, Cash Flows shall include payments made pursuant to the Toll Equity Loan Agreement for such Fiscal Year and Operating Expenses shall be the Operating Expenses reflected in the Annual Operating Budget.

(b) *Failure to Comply.* In the event that during any such Fiscal Year such Cash Flows (including payments made pursuant to the Toll Equity Loan Agreement) shall be less than the amount contemplated above for such Fiscal Year, the Authority will, before the 15th day of March of the following Fiscal Year, request the Traffic Engineers to make and file their recommendations with the Authority and the Trustee as to a revision in the Toll Rate Schedule then in effect, in order to cause the raising and production of Revenues in a manner which will enable the Authority to produce at the earliest feasible time Cash Flows in at least the amounts contemplated above for the current Fiscal Year. Copies of such request and of the recommendations of Traffic Engineers, if any, shall be filed by the Authority with the Trustee and the TIFIA Lender. The Authority covenants that it will promptly and carefully consider such recommendations, and that it will, within sixty days after receipt of such recommendations, either (1) place into effect any Toll Rate Schedule as so recommended by the Traffic Engineers, or (2) place into effect any alternative Toll Rate Schedule which, in the opinion of the Board, will enable it to comply with its covenants in this **Section 705**. The Authority shall advise the Trustee and the TIFIA Lender of the actions taken by the Authority with respect to the recommendations of the Traffic Engineers.

(c) *No Event of Default.* Anything in this Trust Agreement to the contrary notwithstanding, if the Authority shall comply with all recommendations of the Traffic Engineers (or such independent engineer or engineering firm or corporation as hereinafter provided for in this Section) with respect to Toll Rate Schedules, it shall not constitute an Event of Default under the provisions of **Section 802(d)**, if there shall be a deficiency in any Fiscal Year or years between the Cash Flows for such Fiscal Year or years and the amount required to be produced for such Fiscal Year or years. It is *provided, however*, that in the event of any such deficiency, and regardless of any recommendations of the Traffic Engineers or others, or compliance therewith by the Authority, the Trustee, may, and the Trustee shall, upon the written

request of the Owners of 25% in Principal amount of the Obligations Outstanding and upon being indemnified to its satisfaction, institute and prosecute in a court of competent jurisdiction an appropriate action to compel the Authority to comply with its covenant herein to adopt and keep in effect a Toll Rate Schedule which will raise and produce during the current Fiscal Year an amount of Cash Flows as required above for such Fiscal Year, or to comply with any other covenant in this **Section 705**. The Authority covenants that it will comply with any final order, decree, or judgment entered in any such proceeding, or any modification thereof.

(d) *Failure of Traffic Engineers.* In the event that the Authority shall request that the Traffic Engineers provide their recommendations as required herein, and the Traffic Engineers, after such request by the Authority, shall fail to file with the Authority and with the Trustee such recommendations in writing within 120 days after such request, the Authority shall forthwith designate and appoint an independent engineer or engineering firm or corporation having a nationwide and favorable reputation for skill and experience in such work, in lieu of the Traffic Engineers, to make the necessary survey and study and to make the required recommendations as to the aforesaid revision, which recommendations shall be reported in writing to the Authority and to the Trustee on or before the 1st day of October of said year. Such recommendations shall for all purposes be considered to be the equivalent of and a substitute for the recommendations of the Traffic Engineers hereinabove mentioned.

(e) *Compliance with Toll Equity Loan Agreement.* So long as the Authority is in compliance with the covenants in Section 5.02(b) of the Toll Equity Loan Agreement, the Authority shall be deemed to be in compliance with the provisions of this **Section 705**.

Section 706. Construction and Completion of the PGBT WE Project.

(a) *Acquisition of Property.* The Authority covenants that it will acquire such Real Property and other property as it may deem necessary or advisable in connection with the construction of the PGBT WE Project and that when and where it is deemed necessary, advisable, and feasible by the Authority it will exercise the right of condemnation in order to acquire any Real Property or other property located either within or without the boundaries of any county, city, town, village, or other political subdivision of the State of Texas and owned either privately or by any county, city, town, village, or other political subdivision of the State of Texas.

(b) *Completion.* The Authority further covenants that it will construct and complete the PGBT WE Project substantially as described in the engineering report of the Consulting Engineers, dated May 25, 2010, which has been filed with and is hereby approved by the Authority, with such changes in or additions to the PGBT WE Project as may be recommended by the Consulting Engineers and approved by the Authority, *provided* that such changes or additions will not, in the opinion of the Traffic Engineers, materially adversely affect the revenues of the PGBT WE Project or the volume or character of the traffic expected to use the PGBT WE Project; and *further provided* that the cost of such changes or additions will not, together with all other costs of the PGBT WE Project, in the opinion of the Consulting Engineers, exceed the amount then available therefor. The Authority covenants that the PGBT WE Project shall be constructed and completed with all expedition practicable in accordance with plans and specifications which shall have been approved by the Authority and by the Consulting Engineers and in conformity with law.

(c) *Performance Bonds.* The Authority covenants and agrees that the proceeds of any performance bond or payment bonds furnished by any person, firm, or corporation with whom it may contract for labor or materials in connection with the construction of the PGBT WE Project or any part thereof will forthwith, upon receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond and a payment bond shall have been furnished.

Section 707. Use and Operation of the Project. The Authority covenants that it will establish and enforce reasonable rules and regulations governing the use of the Project and the operation thereof, that all compensation, salaries, fees and wages paid by it in connection with the maintenance, repair and operation of the Project will be reasonable, that no more persons will be employed by it than are reasonably necessary, that it will maintain and operate the Project in an efficient and economical manner, that, from the Revenues of the Project and other amounts available therefor, it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements, and that it will comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project.

Section 708. Compliance; No Liens; Payment of Charges. (a) The Authority covenants that it will duly observe and comply with all valid requirements of any governmental authority relative to the Project or any part thereof, that it will not create or suffer to be created any lien or charge upon the Project or any part thereof or upon the Trust Estate, except the lien and charge of the Obligations secured by this Trust Agreement, unless any such lien or charge is consented to by the TIFIA Lender pursuant to Section 708(b) and is junior and subordinate in all respects to the lien and charge of the Obligations secured hereby, it being understood that, subject to Section 708(b) the Authority may issue bonds, notes or other obligations payable from, or secured by, money in the General Account and the Current Year Revenue Account of the General Fund to the extent now or hereafter permitted by law without violating the foregoing covenant. The Authority further covenants that, from such Revenues or other available funds, it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, could reasonably be expected by law to become a lien upon the Project or any part thereof, the tolls or other revenues derived from the ownership and operation of the Project or any part thereof or upon the Trust Estate, *provided, however,* that nothing in this **Section 708** contained shall require the Authority to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(b) The Authority may issue bonds, notes or other obligations payable from, or secured by, money in the General Account and the Current Year Revenue Account of the General Fund or otherwise create a lien or charge junior and subordinate to the lien and charge of the Obligations as described in **Section 708(a)** only if the Authority has filed with the Trustee evidence of the written consent required of the TIFIA Lender in accordance with the TIFIA Loan Agreement, and any such lien or charge shall be created, or such bonds, notes or other obligations shall be payable or secured, only in accordance with the terms of such TIFIA Lender consent.

Section 709. Covenant Against Sale or Encumbrance; Exception. The Authority covenants that, until such time as the Obligations and interest thereon have been indefeasibly

paid in full or provision for such payment shall have been made pursuant to **Article XII**, and except as in this Trust Agreement otherwise permitted, the Authority will not sell, lease or otherwise dispose of or encumber the Project or any part thereof and will not create or permit to be created any charge or lien on the Trust Estate unless such charge or lien on the Trust Estate is made junior and subordinate in all respects to the charge and lien herein made for the benefit of the Obligations in accordance with **Section 708**; *provided* that the Authority may enter into Permitted Ancillary Projects. The Authority may also, from time to time, sell, exchange or otherwise dispose of any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by it from the proceeds of Obligations or from Revenues or otherwise, if the Authority shall determine that such articles are no longer needed or are no longer useful in connection with the construction or operation and maintenance of the Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or shall be paid to the Trustee to be held for the credit of the Construction Fund, the Major Maintenance Reserve Fund, or the Capital Expenditures Reserve Fund, as the Authority may direct. The Authority may from time to time sell, exchange or otherwise dispose of any real property or release, relinquish or extinguish any interest therein as the Authority by resolution shall declare is not needed or serves no useful purpose in connection with the maintenance and operation of the Project, and the proceeds thereof, if any, shall be applied as hereinabove provided for the proceeds of the sale or disposal of movable property. Notwithstanding the foregoing, it is acknowledged and agreed that nothing herein shall prevent the Authority from re-conveying or allowing the reversion of property leased or otherwise acquired upon the termination of the lease or agreement pursuant to which such property was originally acquired.

Upon any disposition of property under the provisions of this **Section 709**, the Authority shall notify the Trustee thereof and the amount and disposition of the proceeds thereof.

Section 710. Inspection by Consulting Engineers. The Authority covenants that it will cause the Consulting Engineers to make an inspection of the Project on or before the 90th day prior to the end of each Fiscal Year and to submit to the Authority a report setting forth (a) their findings whether the Project has been maintained in good repair, working order and condition, and (b) their advice and recommendations as to the proper maintenance, repair, and operation of the Project during the ensuing Fiscal Year and an estimate of the amount of money necessary for such purposes, including their recommendations as to the total amounts and classifications of items and amounts that should be provided for Operating Expenses and Major Maintenance Expenses in the Annual Operating Budget for the next ensuing Fiscal Year. Copies of such reports shall be filed with the Trustee and TxDOT.

Section 711. Annual Operating Budget.

(a) *Annual Operating Budget.* The Authority covenants to adopt, prior to the beginning of each Fiscal Year, an Annual Operating Budget, specifying in reasonable detail all projected Revenues, Operating Expenses, Major Maintenance Expenses and Project Capacity Improvements Capital Expenditures and any projected advances under the Toll Equity Loan Agreement for such Fiscal Year on a monthly basis. The Authority may at any time adopt an amended or supplemental Annual Operating Budget for the remainder of the then current Fiscal Year, and when so adopted the Annual Operating Budget as so amended or supplemented shall be treated as the Annual Operating Budget under the provisions of this Trust Agreement. The Authority shall file a copy of each Annual Operating Budget and each amended or supplemented Annual Operating Budget with the Trustee.

If for any reason the Authority shall not have adopted the Annual Operating Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year, shall, until the adoption of the Annual Operating Budget for the then current Fiscal Year, be deemed to be in force and shall be treated as the Annual Operating Budget under the provisions of this Trust Agreement.

(b) *Annual Operating Budget During O&M Step-In.* TxDOT may, to the extent that the Authority fails to do so, establish the Annual Operating Budget for each Fiscal Year during an O&M Step-In.

Section 712. Records, Audits.

(a) *Records.* The Authority shall keep proper books of records and accounts in which complete and correct entries shall be made of transactions relating to the Project in accordance with GAAP or pursuant to applicable federal or state laws or regulations, and with all other applicable federal and state requirements then in effect for entities similar to the Authority and enterprises similar to the Project.

(b) *Audits.* The Authority covenants that following the end of each Fiscal Year it will cause an audit to be made of its books and records relating to the Project for the Fiscal Year by nationally recognized firm of independent public accountants. Reports of each audit shall be filed by the Authority with the Trustee within 140 days from the end of each Fiscal Year.

Section 713. Aggregate Eligible Costs. The Authority covenants to recalculate and determine the Aggregate Eligible Costs (i) as of the date of Substantial Completion of the PGBT WE Project, (ii) as of the date which is five years after the date of Substantial Completion of the PGBT WE Project, and (iii) as of the end of each Fiscal Year thereafter, in each case pursuant to, and in accordance with, Section 2.03 of the Toll Equity Loan Agreement. Upon any such recalculation and determination of the Aggregate Eligible Costs, the Authority shall file with the Trustee a written notice acknowledged and agreed to by TxDOT of the Aggregate Eligible Costs as of the date of such recalculation and determination. The Aggregate Eligible Costs as of the date of Substantial Completion of the PGBT WE Project will equal the Project Budget, as adjusted for the actual amounts expended, as compared to the estimated amounts to be expended in the Project Budget, for Eligible Costs prior to the date of Substantial Completion of the PGBT WE Project.

During any Construction Step-In or O&M Step-In, TxDOT shall provide to the Authority all information necessary for the Authority to recalculate and determine the Aggregate Eligible Costs as required under the terms of this Section 713. During any Construction Step-In or O&M Step-In, in the event the Authority fails to recalculate and determine the Aggregate Eligible Costs as required under the terms of this Section 713, TxDOT shall, to extent it has knowledge of the necessary information, recalculate and determine the Aggregate Eligible Costs as required under the terms of this Section 713 and file with the Trustee a written notice of the Aggregate Eligible Costs as of the date of such recalculation and determination.

Section 714. Toll Uniformity; Free Passage.

(a) *Toll Uniformity.* The Authority covenants that tolls with respect to the Project will be classified in a reasonable way to cover all traffic, so that the tolls will be uniform in application to all traffic falling within any reasonable class as determined by the Authority; *provided* that the foregoing shall not be interpreted to restrict the Authority's right, in its

discretion in connection with its management of the Project, to establish and maintain flexible toll schedules including, but not limited to, provisions for utilizing or otherwise taking into account, peak and nonpeak pricing, introductory pricing, vehicle weight, number of axles, method of payment, frequency, car pooling, electronic and other toll collection technologies, traffic management systems and similar classifications.

Any change in classification that results in a reduced toll or any new classification shall be subject to the Traffic Engineers approving the same before it is implemented unless the same is temporary (*i.e.*, having a duration of less than one year from the effective date). In all events, the Authority shall not make a change in classification or any new classification unless the Authority determines that such change is not expected to result in the receipt of Cash Flows in amounts less than that required in **clause (a)** of **Section 705**.

(b) *Free Passage.* Notwithstanding the provisions of **clause (a)** above, no free vehicular passage or reduced tolls will be permitted over the Project within a class, other than its approaches and service roads, or any portion of the Project designated toll-free, except that, in its discretion, the Authority may:

- (1) reduce tolls through the use of commutation or other tickets or privileges based upon frequency or volume if the reduction is expected to result in an increase in Cash Flows;
- (2) grant free passage to employees, board members, consultants and contractors of the Authority in accordance with the policy of the Authority;
- (3) grant free passage to those persons or vehicles as required by the laws of the State of Texas; and
- (4) grant free passage to those persons using the Project during an emergency mode in accordance with the policy of the Authority.

(c) *No Requirement for Identical Tolls.* The Authority's covenant as to uniformity of tolls shall not be construed as requiring that tolls for any given class of traffic shall be identical in amount throughout the entire Project for trips of approximately identical lengths. The Authority may fix and place in effect a Toll Rate Schedule for any given class of traffic wherein the tolls charged for travel on a given section of the Project may be different from the tolls charged on another section of the Project notwithstanding the fact that both of said sections shall be of identical or approximately identical length. The Authority intends that the PGBT WE Project and the SWP/CT Project each be a self-supporting project, and the Authority may establish tolls accordingly.

(d) *Traffic Engineer Analysis.* As used in this **Section 714**, approval by the Traffic Engineers means that the Traffic Engineers have undertaken an analysis of the impact of the contemplated action of the Authority and determined that it would not adversely affect the ability of the Authority to meet the rate covenant in **clause (a)** of **Section 705**. The Authority shall file a copy of each approval by the Traffic Engineers with the Trustee promptly after receipt.

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**ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES**

Section 801. Remedies Applicable. The Owners shall be entitled to the remedies provided in this **Article VIII**.

Section 802. Events of Default. Each of the following events is hereby declared an "*Event of Default*":

- (a) failure to pay any installment of interest on any Obligation when the same shall become due and payable;
- (b) failure to pay the Principal of or premium, if any, on the Obligations Outstanding when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or
- (c) the occurrence of a Bankruptcy Related Event with respect to the Authority; or
- (d) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Trust Agreement on the part of the Authority to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring same to be remedied shall have been given to the Authority by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Owners of not less than ten percent (10%) in Principal amount of the Obligations then Outstanding; or
- (e) so long as any Second Tier Payment Obligations are Outstanding under the TIFIA Loan Agreement or there is any principal or interest balance under the TIFIA Note, receipt by the Trustee of written notice from the TIFIA Lender of the occurrence and continuance of a TIFIA Loan Agreement Default.

Section 803. Enforcement of Remedies. Subject to **Section 812**, upon the happening and continuance of any Event of Default, then and in every such case the Trustee may proceed, and upon the written request of the Owners of not less than twenty percent (20%) in Principal amount of the Obligations then Outstanding hereunder shall proceed, subject to the provisions of **Section 902** to protect and enforce its rights and the rights of the Owners under this Trust Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights. Notwithstanding anything to the contrary contained in this Trust Agreement, acceleration of the Principal of or interest on the Obligations upon the occurrence of an Event of Default is not a remedy available under this Trust Agreement and in no event shall the Trustee, the Owners or other parties have the ability, upon the occurrence of an Event of Default, to declare immediately due and payable the Principal of or interest on the Obligations.

In the enforcement of any remedy under this Trust Agreement the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Authority for Principal, interest or

otherwise under any of the provisions of this Trust Agreement or of the Obligations and unpaid, with interest on overdue payments at the rate or rates of interest borne by such Obligations, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Obligations, without prejudice, to any other right or remedy of the Trustee or of the Owners, and to recover and enforce judgment or decree against the Authority, but solely as provided herein and in such Obligations, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from money in the First Tier Debt Service Fund, Second Tier Debt Service Fund or Third Tier Debt Service Fund, as applicable and any other Funds and Accounts and other money available for such purposes) in any manner provided by law, the money adjudged or decreed to be payable.

Section 804. Pro Rata Application of Funds. If at any time the money in the First Tier Debt Service Fund, the Second Tier Debt Service Fund, the Third Tier Debt Service Fund, or any other funds established hereunder shall not be sufficient to pay the Principal of or the interest on the Obligations as the same become due and payable, such money, together with any money then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this **Article VIII** or otherwise, shall be applied (subject to the provisions of **Section 214**, **Section 902** and **Section 905**) as follows; *provided, however*, amounts on deposit in a fund or account (i) dedicated to the payment or security of the First Tier Obligations, the Second Tier Obligations or Third Tier Obligations or (ii) constituting Additional Obligation Security for the benefit of one or more specific Series of Obligations shall not be applied as provided below but shall be used only for the purpose for which such deposits were made:

(a) Unless the Principal of all the First Tier Obligations shall then be due and payable, all such money shall be applied first: to the payment to the persons entitled thereto of all installments of interest then due and payable on the First Tier Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the First Tier Obligations; and second: to the payment of the Principal of any First Tier Obligations which have matured, and, if the amount available shall not be sufficient to pay all of such matured First Tier Obligations, then to the payment thereof ratably, according to the amount due.

(b) If the Principal of all the First Tier Obligations shall then be due and payable, all such money shall be applied to the payment of the Principal and interest then due and unpaid upon the First Tier Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any First Tier Obligation over any other First Tier Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the First Tier Obligations.

(c) If there is no default existing in the payment of the Principal of, premium, if any, or interest on the First Tier Obligations but the Principal of, premium, if any, or interest on Second Tier Obligations has not been paid when due, unless the Principal of all the Second Tier Obligations shall then be due and payable, all such money shall be applied

first: to the payment to the persons entitled thereto of all installments of interest then due on the Second Tier Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Second Tier Obligations; and second: to the payment of the Principal of any Second Tier Obligations which have matured, and, if the amount available shall not be sufficient to pay all of such matured Second Tier Obligations, then to the payment thereof ratably, according to the amount due.

(d) If there is no default existing in the payment of the Principal of, premium, if any, or interest on the First Tier Obligations, but the Principal of all the Second Tier Obligations shall then be due and payable, all such money shall be applied to the payment of the Principal and interest then due and unpaid upon the Second Tier Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Second Tier Obligation over any other Second Tier Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Second Tier Obligations.

(e) If there is no default existing in the payment of the Principal of, premium, if any, or interest on the First Tier Obligations and Second Tier Obligations but the Principal of, premium, if any, or interest on Third Tier Obligations has not been paid when due, unless the Principal of all the Third Tier Obligations shall then be due and payable, all such money shall be applied first: to the payment to the persons entitled thereto of all installments of interest then due on the Third Tier Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Third Tier Obligations; and second: to the payment of the Principal of any Third Tier Obligations which have matured, and, if the amount available shall not be sufficient to pay all of such matured Third Tier Obligations, then to the payment thereof ratably, according to the amount due.

(f) If there is no default existing in the payment of the Principal of, premium, if any, or interest on the First Tier Obligations and Second Tier Obligations, but the Principal of all the Third Tier Obligations shall then be due and payable, all such money shall be applied to the payment of the Principal and interest then due and unpaid upon the Third Tier Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Third Tier Obligation over any other Third Tier Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Third Tier Obligations.

Whenever money is to be applied by the Trustee pursuant to the provisions of this **Section 804**, such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future; the deposit of such money with the Trustee, or otherwise setting aside such money, in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Owner or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Trust Agreement as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of Principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Obligation or the interest thereon unless such Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 805. Effect of Discontinuance of Proceedings. In case any action taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee, and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such action had been taken.

Section 806. Control of Proceedings. Anything in this Trust Agreement to the contrary notwithstanding but subject to the provisions of **Section 807(b)** and **Section 812**, the Controlling Creditor shall have the right, subject to the provisions of **Section 902**, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial actions to be taken by the Trustee hereunder, *provided that* such direction shall not be otherwise than in accordance with law or the provisions of this Trust Agreement, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

Section 807. Restrictions upon Action by Individual Owner; Right to Receive Payment. (a) Except as provided in this **Section 807**, no Owner of any of the Obligations shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the execution of any trust hereunder or the protection or enforcement of any right under this Trust Agreement or any resolution of the Authority authorizing the issuance of Obligations, or any right under the Turnpike Act or the laws of Texas, unless such Owner previously shall have given to the Trustee written notice of the Event of Default on account of which such suit or action is to be taken, and unless the Owners of not less than twenty percent (20%) in Principal amount of the Obligations then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and the Trustee shall not have complied with such request and accepted the offer of indemnity referred to below either to proceed to exercise the powers herein granted or granted by the Turnpike Act or by the laws of Texas, or to institute such action, suit or proceeding in its or their

name within 60 days after the receipt of such notice and the offer of indemnity referred to below, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and unless Owners of a majority in aggregate Principal amount of the then Outstanding Obligations have not given the Trustee a direction inconsistent with such request within such 60-day period; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Trust Agreement or for any other remedy hereunder or under the Turnpike Act or the laws of Texas. It is understood and intended that no one or more Owners of the Obligations hereby secured shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security of this Trust Agreement, or to enforce any right hereunder or under the Turnpike Act or the laws of Texas with respect to the Obligations or this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Owners of the Outstanding Obligations, except as otherwise permitted herein with reference to overdue and unpaid Principal, interest or redemption premium.

(b) Notwithstanding any other provision of this Trust Agreement, the right of any Owner to receive payment of Principal and interest on an Obligation, on or after the respective due dates expressed in the Obligations or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Owner; *provided* that an Owner shall not have the right to institute any such suit for the enforcement of payment if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of this Trust Agreement upon any property subject to such lien except as otherwise permitted by this Trust Agreement.

Section 808. Actions by Trustee. All rights of action under this Trust Agreement or under any of the Obligations, enforceable by the Trustee, may be enforced by it without the possession of any of the Obligations or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Owners of such Obligations, subject to the provisions of this Trust Agreement.

Section 809. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Obligations is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 810. No Waiver; Exercise of Powers and Remedies; Waiver of Default. No delay or omission of the Trustee or of any Owner of the Obligations to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Trust Agreement to the Trustee and the Owners of the Obligations, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Owners of not less than a majority in Principal amount of the Obligations then Outstanding shall, waive any default (except any TIFIA Loan Agreement Default, which shall only be waived upon obtaining the written consent of the

TIFIA Lender), which in its opinion shall have been remedied before the completion of the enforcement of any remedy under this Trust Agreement, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 811. Notice of Default. The Trustee shall mail to each Owner of record written notice of the occurrence of any Event of Default, promptly after a Responsible Officer has knowledge of any such Event of Default. If in any Fiscal Year the total amount of deposits to the First Tier Debt Service Fund, Second Tier Debt Service Fund or Third Tier Debt Service Fund shall be less than the amounts required so to be deposited under the provisions of this Trust Agreement, the Trustee, on or before the first day of the second month of the next succeeding Fiscal Year, shall mail to all Owners of record written notice of the failure to make such deposits. The Trustee shall not, however, be subject to any liability to any Owner by reason of its failure to mail any notice required by this **Section 811**.

Section 812. Controlling Creditor Rights.

(a) Subject to the terms of **Sections 409** and **414**, the Controlling Creditor shall be entitled (i) upon the occurrence and continuance of any Event of Default, to exercise, control and direct the enforcement of all rights and remedies under this Trust Agreement granted to the Owners of Obligations entitled to the benefit of the Toll Equity Loan Agreement or the Trustee for the benefit of the Owners under this Trust Agreement and direct the Trustee to take any actions in connection therewith, and (ii) to grant any consent, direction or approval or take any action expressly permitted by or required under this Trust Agreement to be granted or taken by the Owners of Obligations, except with respect to the Unanimous Voting Matters, any Third Tier Subordination Event (including the provisions of Section 907 relating to Third Tier Subordination Events) and any such consents, directions, approvals or actions specifically granted to or permitted to be taken by the TIFIA Lender under this Trust Agreement (but not those generally granted to or permitted to be taken by the TIFIA Lender merely as an Owner of Obligations).

(b) Notwithstanding **Section 812(a)** and anything else in this Trust Agreement to the contrary, upon the occurrence and continuance of a Third Tier Subordination Event, all rights and powers of the Controlling Creditor pursuant to this Trust Agreement shall be exercised by the Required Creditors (and the Required Creditors shall then be deemed to be the Controlling Creditor for all purposes necessary to give effect to the foregoing), subject to the rights, remedies and actions expressly permitted by or required under this Trust Agreement to be exercised or taken by the Owners of Obligations (or any percentage thereof) separate and apart from the Required Creditors.

(c) Nothing in this **Section 812** or elsewhere in this Trust Agreement shall be construed to (i) limit or preclude the exercise of any rights or remedies (in each case subject to the terms and conditions of the Direct Agreement) reserved by (A) TxDOT in the Toll Equity Loan Agreement and (B) the TIFIA Lender in the TIFIA Loan Agreement or (ii) permit TxDOT to waive or modify any limitation or conditions (A) to which it may be subject hereunder as Controlling Creditor or as an Owner of Third Tier Obligations, (B) with respect to payments or reimbursements to TxDOT relating to a Construction Step-in or an O&M Step-in, as provided in Sections 402(m), 407, 408, 409, and 417, or (C) relating to Draw Requests or **Section 420** or

relating to the flow of funds and priorities and limitations in relation thereto set forth in this Trust Agreement.

* * *

**ARTICLE IX
CONCERNING THE TRUSTEE**

Section 901. Acceptance of Trusts.

(a) The Trustee accepts and agrees to execute the trusts imposed upon it by this Trust Agreement, but only upon the terms and conditions and subject to the provisions of this Trust Agreement, to all of which the parties hereto and the respective Owners of the Obligations agree.

(b) If an Event of Default has occurred and is continuing, the Trustee will exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(c) Except during the continuance of an Event of Default:

(i) the duties of the Trustee will be determined solely by the express provisions of this Trust Agreement, and the Trustee need perform only those duties that are specifically set forth in this Trust Agreement and no others, and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Trust Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee will examine such certificates and opinions to determine whether or not they conform to the requirements of this Trust Agreement (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(d) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of paragraph (c) of this Section 901;

(ii) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Responsible Officer was negligent in ascertaining the pertinent facts;

(iii) the Trustee will not be liable with respect to any action it takes if so directed or omits to take, if so directed, in good faith in accordance with a direction received by it pursuant to **Sections 806 and 812(a)**; and

(iv) No provision of this Trust Agreement will require the Trustee to expend or risk its own funds or incur any liability in the performance of its duties hereunder or in the exercise of any of its rights or powers if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(e) The Trustee agrees to accept and act upon facsimile or other electronic transmission of written instructions or directions pursuant to this Trust Agreement it being understood that originals of such shall be provided to the Trustee in a timely manner.

Section 902. Indemnity; Action Without Indemnity; Reimbursement. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Trust Agreement, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability; *provided, however*, that in no event shall the Trustee request or require indemnification as a condition to taking any action in connection with any draw request under the Toll Equity Loan Agreement, to making any deposits, payments or transfers when required hereunder, or to delivery of any notice when required hereunder. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity, and in any such case the Authority shall reimburse the Trustee for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith. If the Authority shall fail to make such reimbursement, the Trustee may reimburse itself from any money in its possession under the provisions of this Trust Agreement (other than money in the Construction Fund, the BANs Construction Fund, the First Tier Debt Service Fund, the Second Tier Debt Service Fund, the Third Tier Debt Service Fund and the TIFIA Prepayment Account (such funds, the "*Excluded Funds*")) and shall be entitled to a preference therefor over any of the Obligations Outstanding hereunder.

Section 903. Limitation on Liabilities and Responsibilities of Trustee. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Authority, or to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur.

Section 904. No Liability for Failure to Act or for other Deposits. The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its employees or agents to make any collections or deposits or to perform any act herein required of the Authority, or its employees or agents or because of the loss of any money arising through the insolvency or the act or default or omission of any Depository or any escrow agent or paying agent other than itself, in which such money shall have been deposited under the provisions of this Trust Agreement. The Trustee shall not be responsible for the application of any of the proceeds of the Obligations or any other money deposited with it and paid out, invested, withdrawn or transferred in accordance with the provisions of this Trust Agreement. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

Section 905. Compensation and Indemnification. Subject to the provisions of any contract between the Authority and the Trustee, the Authority shall pay to the Trustee reasonable compensation for all services performed by it hereunder and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts hereby created and the performance of their powers and duties hereunder, and, to the extent permitted by law, shall indemnify and save the

Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, except to the extent any such liabilities result from the negligence, willful misconduct of the Trustee or violation of law. If the Authority shall fail to make any payment required by this **Section 905**, the Trustee may make such payments from any money in its possession under the provisions of this Trust Agreement (other than money in the Excluded Funds) and shall be entitled to a preference therefor over any of the Obligations Outstanding hereunder. If any such payment from any of the Funds and Accounts other than the Excluded Funds results in a shortfall in the amount required to be on deposit in such Funds and Accounts pursuant to the provisions of Article IV applicable to such Funds and Accounts, the Trustee shall transfer funds equal to such shortfall amount to such Funds and Accounts, as applicable, first, from funds in the Revenue Fund and second from such other Funds and Accounts that are indicated as being available to cover such shortfalls in accordance with Article IV.

Section 906. Reliance on Certificates. In case at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which this Trust Agreement provides for permitting or taking any action, the Trustee may rely conclusively upon any certificate required or permitted to be filed with it under the provisions of this Trust Agreement, and any such certificate shall be evidence of such fact to protect it in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Any request, notice or other instrument from the Authority to the Trustee shall be deemed to have been signed by the proper party or parties if signed by the Chairman or Vice Chairman or a Board Representative, and the Trustee may accept a certificate signed by the Board Representative as to any resolution adopted or any other action taken by the Authority.

Section 907. Notice of Default; Notice of Third Tier Subordination Event.

(a) Except upon the occurrence of an Event of Default specified in clauses (a), (b) or (e) of **Section 802**, the Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default hereunder, unless a Responsible Officer of the Trustee is specifically notified in writing of such Event of Default by the Owners of not less than twenty percent (20%) in Principal amount of the Obligations then Outstanding. Except for the occurrence of an event under clauses (a) or (f) of the definition of "Third Tier Subordination Event," and subject to Section 16 of the Direct Agreement, the Trustee shall not be obliged to take notice or be deemed to have notice of a Third Tier Subordination Event hereunder unless a Responsible Officer of the Trustee is notified in writing of such event by the Owners of not less than twenty percent (20%) in Principal amount of the First Tier Obligations and Second Tier Obligations in the aggregate then Outstanding; provided, however, that with respect to any Third Tier Subordination Event described in clauses (b), (c), (d) or (e)(ii) of the definition of such term, such notification by such Owners shall include a copy of the relevant order, court determination, motion, request or other pleading described in the relevant aforementioned clause or clauses under which a Third Tier Subordination Event has occurred, as the case may be.

(b) With respect to any notice delivered pursuant to the second sentence of **Section 907(a)**, the Owners giving such notice shall provide TxDOT, for informational purposes only, (i) a copy of any such notice and (ii) a brief description of the basis for such notice. For the avoidance of doubt, the provision of any such notice to TxDOT pursuant to this **Section 907(b)** shall not be a condition to any notice to the Trustee under **Section 907(a)** and the Trustee shall

not be empowered to investigate, nor be empowered to exercise discretion with regard to, the veracity of the particulars indicated in any such notice to TxDOT.

Section 908. Trustee May Deal in Bonds and Take Action as Owner. Any bank or trust company acting as Trustee under this Trust Agreement, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Obligations issued under and secured by this Trust Agreement, and may join in any action which any Owner may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Trust Agreement.

Section 909. No Responsibility for Recitals. The recitals, statements and representations contained herein and in the Obligations (excluding the Trustee's certificate on the Obligations) shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assumes and shall have no responsibility for the correctness of the same.

Section 910. Reliance on Certain Documents. The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting in accordance with the terms of this Trust Agreement, but subject to **Section 901**, upon any resolution, Board Representative's Certificate or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, note, coupon, Obligation or other paper or document (whether in its original or facsimile form) believed in good faith by it to be genuine and correct and to have been signed or presented by the proper party or parties.

Section 911. Other Rights of the Trustee.

(a) The Trustee may act through its attorneys, accountants, experts and such other professionals as the Trustee deems necessary, advisable or appropriate and shall not be responsible for the misconduct or negligence of any attorney, accountant, expert or other such professional appointed with due care.

(b) Unless otherwise specifically provided in this Trust Agreement, any demand, request, direction or notice from the Authority or TxDOT will be sufficient if signed by a Board Representative or an officer of TxDOT identified by TxDOT to the Trustee as authorized to deal with the Trustee.

(c) Subject to Section 901, the Trustee may consult with counsel selected by the Trustee with due care, and any advice from such counsel with respect to compliance with the provisions of this Trust Agreement shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by it hereunder, reasonably and in good faith, in accordance with such advice.

(d) The permissive right of the Trustee to take any action under this Trust Agreement shall not be construed as a duty to so act.

Section 912. Resignation. The Trustee may resign and thereby become discharged from the trusts hereby created, by notice in writing to be given to the Authority and mailed to each Owner of record not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee, if such new Trustee shall be appointed before the time limited by such notice and shall then accept the trusts hereof; *provided, however*, such resignation shall not become effective until and unless a successor trustee is appointed and accepts the trusts hereunder. If no successor trustee has been

appointed and accepted the trusts hereunder within ninety (90) days after the date the foregoing resignation was expected to take effect, the schedule of fees and charges of the Trustee then in effect shall terminate, and the Trustee may establish such fees and charges for its services as Trustee deems necessary to reasonably compensate it for such services under the circumstances then existing.

Section 913. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owners of not less than a majority in Principal amount of the Obligations then Outstanding and filed with the Authority. A photostatic copy of each such instrument shall be delivered promptly by the Authority to the Trustee. It is *provided, however*, that no removal of a Trustee shall be effective until and unless a qualified successor trustee shall have been appointed and accepted the trusts hereunder.

So long as no Event of Default has occurred and is continuing, the Trustee may also be removed at any time, for any reason, in the sole discretion of the Authority, by a resolution duly adopted by the Authority; *provided that* such resolution shall name a successor Trustee in accordance with **Section 914**, and shall direct the successor Trustee to mail written notice of such change in Trustee to each registered Owner on or before the next interest payment date or redemption date, whichever is first to occur.

Section 914. Appointment of Successor Trustee. If at any time the Trustee shall resign, or shall be removed, be dissolved or otherwise become incapable of acting, or the bank or trust company acting as Trustee shall be taken over by any governmental official, agency, department or board, the position of Trustee shall thereupon become vacant. If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, the Authority shall appoint a Trustee to fill such vacancy, subject to the consent of TxDOT, which consent shall not be unreasonably withheld.

At any time within sixty (60) days after any such vacancy shall have occurred, the owners of a majority in Principal amount of the Obligations then Outstanding, by an instrument or concurrent instruments in writing, signed by such Owners or their attorneys in fact hereunto duly authorized and filed with the Authority, may appoint a successor Trustee, which shall supersede any Trustee theretofore appointed by the Authority. Photostatic copies of each such instrument shall be delivered promptly by the Authority to the predecessor Trustee and to the Trustee so appointed by the Owners.

If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this **Section 914**, the owner of any Obligation Outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

Any Trustee hereafter appointed shall be a bank or trust company duly organized and doing business under the laws of the United States of America and located in the State of Texas, authorized under such laws to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having, at the time of its appointment, a combined capital and surplus aggregating not less than One Hundred Million Dollars (\$100,000,000.00).

Any Trustee which is replaced by a successor Trustee promptly shall turn over to such successor Trustee all funds, books, and records pertaining to this Trust Agreement.

Section 915. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the Authority, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the compensation, expenses, charges and other disbursements of such predecessor which are due and payable pursuant to the provisions of **Section 905**, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor hereunder and otherwise under or in connection with the Financing Documents; and every predecessor Trustee shall deliver all property and money held by it hereunder to its successor.

Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Authority.

Notwithstanding any of the foregoing provisions of this **Article IX**, any bank or trust company having power to perform the duties and execute the trusts of this Trust Agreement and otherwise qualified to act as Trustee hereunder with or into which the bank or trust company acting as Trustee may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Trustee.

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ARTICLE X
EXECUTION OF INSTRUMENTS AND PROOF OF OWNERSHIP

Section 1001. Execution of Instruments; Proof and Ownership; Other Matters. Any request, direction, consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Owners in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument, if made in the following manner:

(a) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution.

(b) The fact of owning Obligations by any Owner shall be proved by the registration books kept by the Trustee under the provisions of this Trust Agreement.

Nothing contained in this **Article X** shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done by the Trustee in pursuance of such request or consent.

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ARTICLE XI
SUPPLEMENTAL AGREEMENTS

Section 1101. Supplemental Agreements by Authority and Trustee. The Authority and the Trustee may, from time to time and at any time, subject to **Section 1103** but without the consent of the Owners of the Obligations, enter into such agreements supplemental hereto as shall not be in conflict with the terms and provisions hereof (which Supplemental Agreements shall thereafter form a part hereof),

- (a) to cure any ambiguity or formal defect or omission in this Trust Agreement or in any Supplemental Agreement, or
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee, provided that the terms of such supplemental agreement shall not adversely affect the interest of any Owners, or
- (c) to close this Trust Agreement against or provide limitations and restrictions, in addition to the limitations and restrictions contained in this Trust Agreement, with respect to the future issuance of Additional Obligations, or
- (d) to set forth additional provisions, if deemed necessary or advisable, in connection with the issuance of the Additional Obligations permitted under **Article II** to finance the acquisition, development, design, construction, equipping, operation or maintenance of all or any such portion of the SWP/CT Project, including provisions for (i) the addition of all or any portion of the SWP/CT Project to the Special Projects System, (ii) the use and functioning of a Construction Fund for the SWP/CT Project, (iii) the Construction Step-In Construction Costs Limit and the Construction Step-In Evaluation Costs Limit for the SWP/CT Project, (iv) the addition of certain other funds and accounts necessary or convenient for effecting the payment of Principal of or interest on such Obligations or creation and maintenance of reserve funds for such Obligations, and (v) the use of loan agreements, reimbursement agreements, commitments to purchase obligations, purchase or sale agreements, or similar agreements related to such Additional Obligations, with all amounts payable by the Authority thereunder that are Additional Obligations deemed to constitute Principal payments of First Tier Obligations, Second Tier Obligations or Third Tier Obligations, as applicable, payable from the First Tier Principal Account, Second Tier Principal Account or Third Tier Principal Account, as applicable, secured on a parity with the First Tier Obligations, Second Tier Obligations or Third Tier Obligations, as applicable, or
- (e) to comply with additional requirements only to the extent necessary in the reasonable opinion of Bond Counsel to preserve the exemption from federal income taxation of interest on any Obligations issued as "tax exempt" obligations under Section 103 of the Code, or
- (f) to make any changes or amendments requested by a Rating Agency, as a condition to and only to the extent necessary for the issuance or maintenance of a rating, which changes or amendments do not materially adversely affect the interests of any of the Owners of the Outstanding Obligations, or

(g) upon direction of the Authority, *provided that* the Trustee receives a written confirmation from each Rating Agency then maintaining a rating on the First Tier Obligations and the Second Tier Obligations to the effect that the execution and delivery of such Supplemental Agreement will not in and of itself cause such Rating Agency to reduce or withdraw the then current rating on the First Tier Obligations and the Second Tier Obligations;

provided, however, that no such amendment shall have the effect of amending a provision of this Trust Agreement with respect to Unanimous Voting Matters.

Section 1102. Modification with Consent; Restrictions; Supplemental Agreements. Subject to the terms and provisions contained in this **Section 1102** and **Section 1103**, and not otherwise, the Owners of not less than a majority in aggregate Principal amount of the Obligations then Outstanding, or in case less than all of the Obligations then Outstanding are affected by the modification or amendment, the Owners of not less than a majority in aggregate Principal amount of the Obligations so affected and Outstanding, shall have the right, from time to time, anything contained in this Trust Agreement to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such agreement or agreements supplemental hereto as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Trust Agreement or in any Supplemental Agreement. Notwithstanding the foregoing or the provisions of **Section 812**, nothing herein contained shall permit, or be construed as permitting, (a) an extension of the time of payment of Principal or of the interest on any Obligation issued hereunder, or (b) a reduction in the Principal amount of any Obligation or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of any part of the Trust Estate other than the lien or pledge created by this Trust Agreement (except as otherwise expressly permitted in this Trust Agreement), or (d) a preference or priority of any First Tier Obligations, Second Tier Obligations or Third Tier Obligations, as the case may be, over any other First Tier Obligations, Second Tier Obligations, or Third Tier Obligations (except, in the case of Third Tier Obligations, as is set forth in the Supplemental Agreement pursuant to which a Series of Third Tier Obligations are issued), or (e) a reduction in the aggregate Principal amount of the Obligations required for consent to such Supplemental Agreement or for any other consent, direction or determination required in this Trust Agreement, or, (f) a deprivation of an Owner to the lien on the Trust Estate granted by this Trust Agreement, or (g) a modification of any term of this Trust Agreement relating to drawings under, enforcement rights and remedies concerning, consent rights pertaining to or otherwise affecting the rights of the Trustee in, or the pledge to the Trustee for the benefit of the Owners of the Obligations of, the Toll Equity Loan Agreement (except for modifications in any Supplemental Agreement entered into in accordance with Section 1101(d)), without the consent of the Owners of not less than 100% in aggregate Principal amount of the Obligations Outstanding that are affected thereby (the "*Unanimous Voting Matters*"). Nothing herein contained, however, shall be construed as making necessary the approval by Owners of the execution of any Supplemental Agreement or Agreements as authorized in **Section 1101**.

If at any time the Authority shall request the Trustee to enter into any Supplemental Agreement for any of the purposes of this **Section 1102**, the Trustee shall, at the expense of the Authority, cause such notice to be sent to all Owners of Obligations then Outstanding at their addresses as they appear on the registration books kept by the Trustee. Said notice shall briefly

set forth the nature of the proposed Supplemental Agreement and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Owners. The Trustee shall not, however, be subject to any liability to any Owner by reason of its failure to send the notice required by this **Section 1102**, and any such failure shall not affect the validity of such Supplemental Agreement when consented to and approved as provided in this **Section 1102**.

Whenever, at any time within one (1) year after the date the notice is sent, the Authority shall deliver to the Trustee an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate Principal amount of the Obligations then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Agreement described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice as on file with the Trustee, thereupon, but not otherwise, the Trustee may execute such Supplemental Agreement in substantially such form, without liability or responsibility to any Owner of any Obligation, whether or not such Owner shall have consented thereto.

If the Owners of not less than a majority in aggregate Principal amount of the Obligations Outstanding at the time of the execution (or, in the case that less than all of the Obligations then Outstanding are affected by the modification or amendment, the Owners of not less than a majority in aggregate Principal amount of the Obligations so affected and Outstanding at the time of the execution) of such Supplemental Agreement shall have consented to and approved the execution thereof as herein provided, no Owner of any Obligation shall have any right to object to the execution of such Supplemental Agreement, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Supplemental Agreements Part of Trust Agreement; Consent of TIFIA Lender and TxDOT. The Trustee is authorized to join with the Authority in the execution of any such Supplemental Agreement and to make the further agreements and stipulations which may be contained therein pursuant to the provisions of **Sections 1101 and 1102**. Any Supplemental Agreement executed in accordance with the provisions of this **Article XI** shall thereafter form a part of this Trust Agreement, and all the terms and conditions contained in any such Supplemental Agreement as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Trust Agreement for any and all purposes, *provided that*, notwithstanding any other provision of this Trust Agreement, prior to execution of such Supplemental Agreement and as a condition to the effectiveness thereof, the Authority shall have filed with the Trustee evidence of (i) any consent required of the TIFIA Lender pursuant to the TIFIA Loan Agreement with respect to such Supplemental Agreement, and (ii) any consent required of TxDOT pursuant to the Toll Equity Loan Agreement with respect to such Supplemental Agreement. In case of the execution and delivery of any Supplemental Agreement, express reference may be made thereto in the text of any Obligations issued thereafter, if deemed necessary or desirable by the Trustee or the Authority.

Upon the execution of any Supplemental Agreement pursuant to the provisions of **Sections 1101 and 1102** and this **Section 1103**, this Trust Agreement shall be modified and amended in accordance therewith, and the respective rights, duties, and obligations under this Trust Agreement of the Authority and the Trustee and all Owners of Obligations then

Outstanding shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Section 1104. Reliance by Trustee on Opinion of Counsel. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, who may be Counsel for the Authority, as conclusive evidence that any such proposed Supplemental Agreement complies with the provisions of this Trust Agreement, and that such Supplemental Agreement is authorized or permitted under the provisions of this **Article XI**. The Trustee may, but shall not be obligated to, sign any Supplemental Agreement if in the sole discretion of the Trustee such Supplemental Agreement adversely affect the rights, duties, liabilities or immunities of the Trustee.

* * *

ARTICLE XII DEFEASANCE

Section 1201. Release of Agreement. (a) If the whole amount of the Principal and the interest and the premium, if any, due or to become due and payable upon all of the Obligations then Outstanding, shall be paid or sufficient funds shall be held by the Trustee for such purpose, and provision shall also be made for paying all other sums payable hereunder by the Authority, and if any Obligations to be redeemed prior to maturity shall have been duly called for redemption or irrevocable instructions to call such Obligations for redemption shall have been given by the Authority to the Trustee, then and in that case the right, title and interest of the Trustee herein shall thereupon cease, determine and become void, *provided that* (i) the sufficiency of the above funds held by the Trustee for such purpose must be verified in a report which must be delivered to the Trustee from an independent nationally recognized certified public accountant, and (ii) there has been delivered to the Trustee a written opinion of Bond Counsel to the effect that all conditions precedent herein provided for relating to the satisfaction and discharge of this Trust Agreement have been complied with. The Trustee in such case, on demand of the Authority, shall release this Trust Agreement and shall execute such documents to evidence such release as may be reasonably required by the Authority, and shall turn over to the Authority all balances remaining in all funds or accounts created by this Trust Agreement, other than funds held for redemption or payment in full of Obligations or interest thereon; otherwise this Trust Agreement shall be, continue and remain in full force and effect.

(b) Any Obligation shall be deemed to be paid and no longer Outstanding within the meaning of this Trust Agreement (a "*Defeased Debt*"), and particularly this **Article XII**, when payment of the Principal of, redemption premium, if any, on such Defeased Debt, plus interest thereon to the due date thereof (whether such due date be by reason of maturity, upon redemption, mandatory or optional tender, or otherwise), either (i) shall have been made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust (whether in a Fund or Account hereunder or pursuant to an escrow agreement or similar instrument), and irrevocably set aside exclusively for such payment, (1) money sufficient to make such payment or (2) Government Obligations, as defined hereinafter in this **Article XII**, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amount and at such times as will insure the availability, without reinvestment, of sufficient money to make such timely payment, and all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Obligations with respect to which such deposit is made shall have been paid or the payment thereof provided for to the reasonable satisfaction of the Trustee; *provided, however*, that only clause (i) shall apply with respect to any Second Tier Obligations under the TIFIA Note or any Second Tier Credit Agreement. At such time as a Defeased Debt shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Trust Agreement except for the purposes of any such payment from such money or Government Obligations.

(c) Any money so deposited with the Trustee may at the written direction of the Authority also be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Government Obligations in the hands of the

Trustee pursuant to this **Article XII** which is not required for the payment of the Obligations, the redemption premium, if any, and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Authority.

(d) The Authority hereby covenants that it will not instruct the Trustee to deposit any funds under **clause (ii)** of **Section 1201(b)** or direct the Trustee to use any such deposit which would cause the Obligations to be treated as arbitrage bonds within the meaning of **Section 148** of the Code.

(e) For the purpose of this **Article XII**, the term "*Government Obligations*" shall mean (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date purchased are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

(f) Any determination not to redeem Defeased Debt that is made in conjunction with the payment arrangements specified above in (b)(i) or (ii) shall not be irrevocable, *provided that*: (1) in the proceedings providing for such defeasance, the Authority expressly reserves the right to call the Defeased Debt for redemption; (2) the Authority gives written notice of the reservation of that right to the owners of the Defeased Debt immediately following the defeasance; (3) the Authority directs in writing that notice of the reservation be included in any defeasance or redemption notices that it authorizes; and (4) at or prior to the time of the redemption, the Authority satisfies the conditions of **clause (b)** of this **Section 1201** with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

* * *

ARTICLE XIII
MISCELLANEOUS PROVISIONS

Section 1301. Successorship of Authority. In the event of the dissolution of the Authority, all of the covenants, stipulations, obligations, and agreements contained in this Trust Agreement by or in behalf of or for the benefit of the Authority shall bind or inure to the benefit of the successor or successors of the Authority from time to time and any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. It is further specifically *provided that* in such event all Funds and Accounts and the BANs Construction Fund established by and pursuant to this Trust Agreement (which Trust Agreement constitutes the "proceedings" authorizing and securing the Obligations) shall remain with the Trustee.

Section 1302. Manner of Giving Notice, Etc. Any notice, demand, direction, request or other instrument authorized or required by this Trust Agreement to be given to or filed with the Authority or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Trust Agreement if and when sent by registered mail, return receipt requested to the Authority, if addressed to North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, TX 75093, Attention: Chief Financial Officer or at such other address as may be designated in writing by the Authority to the Trustee; and to the Trustee, at its Corporate Trust Office.

All documents received by the Trustee under the provisions of this Trust Agreement shall be retained in its possession, subject at all reasonable times and upon reasonable notice to the inspection of the Authority, the Consulting Engineers, any Owner, and the agents and representatives thereof.

Section 1303. Rights under this Trust Agreement. Except as herein otherwise expressly provided, nothing in this Trust Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto, any Credit Provider, TxDOT, USDOT, and the Owners of the Obligations any right, remedy or claim, legal or equitable, under or by reason of this Trust Agreement or any provision hereof, this Trust Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the foregoing.

Section 1304. Credit of State or any Political Subdivision Not Pledged. The Obligations and the interest thereon do not constitute a debt of the State of Texas or of any political subdivision thereof, and neither the State of Texas, the Authority or any political subdivision of the State of Texas shall be obligated to pay the Obligations or the interest thereon except from the Revenues of the Project and other sources solely as provided in this Trust Agreement, and neither the faith and credit nor the taxing power of the State of Texas or any political subdivision thereof is pledged to the payment of the Principal of or the interest on the Obligations.

Section 1305. Effect of Partial Invalidity. In case any one or more of the provisions of this Trust Agreement or of the Obligations shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Trust Agreement or of said

Obligations, but this Trust Agreement and said Obligations shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Obligations or in this Trust Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 1306. Effect of Covenants, Etc. All covenants, stipulations, obligations and agreements of the Authority contained in this Trust Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Turnpike Act and other applicable laws and permitted by the Constitution of Texas. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Authority in his individual capacity, and neither the members of the Authority nor any official executing the Obligations shall be liable personally on the Obligations or be subject to any personal liability or accountability by reason of the issuance or execution thereof.

Section 1307. Multiple Counterparts. This Trust Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

Section 1308. Headings, Etc. Not Part of Agreement. Any headings preceding the texts of the several articles, sections or subsections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Trust Agreement, nor shall they affect its meaning, construction or effect.

Section 1309. Obligations Held by Authority. Obligations held by or for the account of the Authority or any person controlling, controlled by or under common control with the Authority shall not be deemed to be Outstanding for purposes of any consent or other action to be taken by the Owners or the Owners of a specified percentage of Outstanding Obligations; *provided, however*, in determining whether the Trustee shall be protected in making a determination whether the Owners of the requisite Principal amount of Outstanding Obligations are present at a meeting of Owners for quorum purposes or have consented to or voted in favor of any request, demand, authorization, direction, notice, consent, waiver, amendment or modification hereunder, or relying upon any such quorum, consent or vote, only Obligations which a Responsible Officer actually knows to be owned by such persons shall not be considered outstanding.

Section 1310. Sovereign Immunity. THE AUTHORITY HAS NOT WAIVED SOVEREIGN IMMUNITY PURSUANT TO SECTION 1371.059(c), TEXAS GOVERNMENT CODE, AS AMENDED, FROM SUIT FOR THE PURPOSE OF ADJUDICATING A CLAIM TO ENFORCE THE OBLIGATIONS OR FOR DAMAGES FOR BREACH OF THE OBLIGATIONS.

Section 1311. Further Assurances. The Authority agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Trust Agreement and such further instruments as may reasonably be required for carrying out the expressed intention of this Trust Agreement and as may be necessary or desirable for assuring, conveying, granting, assigning, securing and confirming the security interest (whether now existing or hereafter arising) granted by or on behalf of the Authority to

the Trustee for the benefit of the holders of the Obligations, pursuant to this Trust Agreement, and the subject of each security interest is and will be free and clear of any other security interest thereon or with respect thereto prior to, or of equal rank with the security interests created by this Trust Agreement, other than liens entitled to priority as a matter of law or as permitted by this Trust Agreement, and all corporate action on the part of the Authority to that end shall be duly and validly taken at such time. The Authority shall, at all times, to the extent permitted by law, defend, preserve and protect the security interests granted pursuant to this Trust Agreement and all the rights of the Trustee for the benefit of the holders of the Obligations under this Trust Agreement against all claims and demands of all persons whomsoever.

Section 1312. Governing Law; Jurisdiction. This Trust Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. All suits and actions arising out of this Trust Agreement shall be instituted in a court of competent jurisdiction in the State of Texas.

Section 1313. Actions Relating to Certain Financing Documents.

(a) Notwithstanding any other provision in this Trust Agreement to the contrary, including **Section 812(a)**, but subject to **Section 1313(b)** and **Section 1313(e)**, without the prior written direction or consent of the Required Creditors, (i) neither the Authority nor the Trustee may sell, assign, delegate or otherwise transfer any of its rights or obligations under the Toll Equity Loan Agreement or consent to or accept any such assignment, delegation or other transfer of rights and obligations under the Toll Equity Loan Agreement; (ii) the Trustee may not assume any obligation of the Authority under the Toll Equity Loan Agreement, and (iii) neither the Authority nor the Trustee may amend, modify or supplement the Toll Equity Loan Agreement in a manner that is materially adverse to the Owners of Obligations. The Trustee may not amend, modify or supplement the Toll Equity Loan Agreement without the prior written consent of the Authority.

(b) Notwithstanding any other provision in this Trust Agreement to the contrary, but subject to **Section 1313(c)**, neither the consent of the Required Creditors nor of the Trustee shall be required for any amendment, modification or supplement to the Toll Equity Loan Agreement for any commensurate increase in the Rate Stabilization Fund Requirement, the Maximum Available Aggregate Amount, the Maximum Available Annual Amount for any Fiscal Year or the Project Budget for any Fiscal Year, as may be required in connection with the issuance of Additional Obligations pursuant to the terms and conditions of this Trust Agreement to finance the acquisition, development, design, construction, equipping, operation or maintenance of all or any portion of the SWP/CT Project, or for any other amendment, modification or supplement to the Toll Equity Loan Agreement in connection therewith so long as such other amendment, modification or supplement does not adversely modify the obligations of TxDOT to pay any Draw Request under the Toll Equity Loan Agreement.

(c) Prior to the execution of any amendment, modification or supplement to the Toll Equity Loan Agreement, and as a condition to the effectiveness thereof, the Authority shall have filed with the Trustee evidence of any consent required of the TIFIA Lender pursuant to the TIFIA Loan Agreement or Direct Agreement with respect thereto.

(d) In the event that the Project Budget is amended or supplemented in accordance with **Section 213** and this **Section 1313**, such amended and supplemented Project Budget shall replace and be substituted for the existing Project Budget attached to this Trust Agreement as **Appendix B**.

(e) For the avoidance of doubt, no term or provision of this Trust Agreement providing for the grant of waivers or consent or acceptance of a cure by any party other than the Trustee shall be deemed or interpreted by any Person to require the direction or consent of the Required Creditors in addition to the party whose consent is required.

* * *

IN WITNESS WHEREOF, the North Texas Tollway Authority has caused this Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and Wells Fargo Bank, National Association, has caused this Trust Agreement to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be impressed hereon and attested by one of its Trust Officers, as of the day and year first above written.

NORTH TEXAS TOLLWAY AUTHORITY

By: 
Chairman

(AUTHORITY SEAL)

ATTEST:


Secretary

**WELLS FARGO BANK,
NATIONAL ASSOCIATION, Trustee**

By: _____
Vice President

IN WITNESS WHEREOF, the North Texas Tollway Authority has caused this Trust Agreement to be executed by its Chairman and its official seal to be impressed hereon and attested by its Secretary, and Wells Fargo Bank, National Association, has caused this Trust Agreement to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be impressed hereon and attested by one of its Trust Officers, as of the day and year first above written.

NORTH TEXAS TOLLWAY AUTHORITY

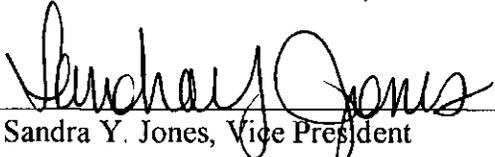
By: _____
Chairman

(AUTHORITY SEAL)

ATTEST:

Secretary

**WELLS FARGO BANK,
NATIONAL ASSOCIATION, Trustee**

By: 
Sandra Y. Jones, Vice President

APPENDIX A
TOLL EQUITY LOAN DRAW CERTIFICATE

TOLL EQUITY LOAN DRAW REQUEST CERTIFICATE

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701-2483
Attn: Chief Financial Officer
Fax: 512-463-0283

Ladies and Gentlemen:

The undersigned individual, a duly authorized representative of _____ (the "Trustee"), hereby certifies on behalf of the Trustee as follows with respect to (i) that certain Toll Equity Loan Agreement (the "Agreement") dated as of April 1, 2011, by and between the Texas Department of Transportation ("TxDOT") and the North Texas Tollway Authority (the "Authority" or "Borrower"); and (ii) that certain Trust Agreement (as such term is defined in the Agreement):

1. The Trustee is the "Trustee" (as defined in the Agreement) under the Trust Agreement.

2. The Trustee is hereby requesting an advance of \$ _____ under the Toll Equity Loan Commitment, which amount is equal to the amount required to be drawn by the Trustee pursuant to Section 2.03 of the Agreement and Sections 405, 406, 407, 408 or 409 of the Trust Agreement, and the requested advance is in accordance with the requirements of Section 420 of the Trust Agreement. The Trustee has accessed and depleted all funds held in applicable Project Reserve Funds (as defined in the Agreement) for the purposes permitted therefor under the Trust Agreement.

3. The requested advance under the Toll Equity Loan Commitment is no greater than the Maximum Permitted Amount.

4. The requested advance under the Toll Equity Loan Commitment when added to other amounts advanced under the Toll Equity Loan Commitment during the current Draw Period will not exceed the Maximum Available Annual Amount for such Draw Period.

5. When added to the aggregate nominal amount of the Maximum Available Annual Amounts for all prior Draw Periods (whether or not any advances had been made) and all prior advances for the current Draw Period, the amount of the requested advance under the Toll Equity Loan Commitment is no greater than the Maximum Available Aggregate Amount.

6. The requested advance, when added to the amount of all prior advances under the Toll Equity Loan Commitment, will not exceed the amount of Aggregate Eligible Costs (as defined in the Trust Agreement).

7. Payment by TxDOT pursuant to this drawing shall be made to _____, ABA Number _____, Account Number _____, Attention: _____, Re: _____.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement and the Trust Agreement, as applicable.

In Witness Whereof, this Certificate has been executed this ____ day of _____, 20__.

_____,
as Trustee

By _____
[Title of Authorized Representative]

APPENDIX B
PROJECT BUDGET

PROJECT BUDGET

TEL Negotiated Value

SH 161
As of 2/24/2010

FINAL AGREEMENT	
CAPITAL COST	
1 Phase 4 Construction Costs	416,019,749
2 Phase 4 Miscellaneous Construction	24,944,586
2.1 Landscaping	2,875
2.2 Sand stockpile	900
2.3 CCTV	1,800
2.4 DMS	320
2.5 Customer Service Cars	232
2.6 Maintenance Dept. Corridor Setup	901
2.7 Plaza Signage	700
2.8 SIM	422
2.9 CAD	22
2.9a TCP, Guardrails, Mobilization	1,103
2.10 Design Review	2,500
2.11 Management Reserve	-
2.12 Escalation factor	1,794
2.13 Surveying	4,277
2.14 Geotechnical Design	4,277
2.15 Construction Contingency	603
2.16 Agency Cost Contingency	2,211
3 Phase 4 Agency Costs	86,773,662
3.1 Construction Contingency	28,616
3.1a Construction Contingency for DB contract	2,633
3.2 NTTA Personnel (0.5%)	1,610
3.3 Feasibility Studies (Actual)	5,267
3.4 GEC/PMO (1%)	5,267
3.5 Legal Consultant Fee (1%)	2,211
3.5a Cost of Finance (RBC, WSA, MPH)	31,601
3.6 Construction Management (6%)	-
3.7 Materials Testing (1%)	9,275
3.8 Agency Cost Contingency	-
3.9 Rounding	-
4 Phase 2 & 3	17,180,686
4.1 Phase 2 Gantry Construction	2,693
4.2 Phase 3 Gantry Construction	9,081
4.3 Landscaping Construction	505
4.4 Phase 2 Contingency Cost	175
4.5 Phase 3 Contingency Cost	590
4.6 Landscaping Contingency	33
4.7 Phase 2 Agency Cost	1,399
4.8 Phase 3 Agency Cost	2,898
4.9 Landscaping Agency Cost	108
Total Construction Costs	644,918,582

5	First Widening	23,434,604
	5.1 First widening construction cost	15,845
	5.2 First widening contingency (20%)	3,169
	5.3 First widening agency	4,420
6	Second Widening	29,867,694
	6.1 Second widening construction cost	20,096
	6.2 Second widening contingency (20%)	4,019
	6.3 Second widening agency	5,752
Total Widening Capital Costs		53,302,298

TOLL COLLECTION COST (CSC)		
7	AVI	534,196,400
7	ZipCash	565,116,567
7	IOP (Interoperability)	12,963,836
	Total	1,112,276,803

ROADWAY MAINTENANCE		
8	Roadway Maintenance Activities	\$ 382,113,040
9	Landscape Maintenance	\$ 9,166,132
10	Administration	\$ 10,701,431
11	Professional Services	\$ 85,689,599
12	Maintenance Department Overhead	\$ 66,675,612
13	Utilities	\$ 30,980,981
14	Agency Overhead	\$ 88,252,509
15	Support Services	\$ 146,123,118
	Total	\$ 819,702,423

* Adjustments resulting from Final IG T&R received 2/17/10.

MAJOR MAINTENANCE		
16	Roadway Facility Maintenance	\$ 1,023,304,802
17	Capital Renewals (IT, ITS, SIM, RCS)	\$ 60,827,135
18	Agency Overhead (Administration)	\$ 12,345,780
	Total	\$ 1,096,477,716

* Last year in the 1/29/10 file was not included in sum.

* Adjustments resulting from Final IG T&R received 2/17/10.

UPFRONT PAYMENT AND INTEREST DUE	
Upfront Payment	458,000,000
Interest Due on Phase 2 and 3 Reimbursement	9,000,000
MAXIMUM AGGREGATE AMOUNT	4,093,677,822

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	At Completion	At Completion	Spent	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Jan-11
	Total Cost	Total Cost												
Phase 4 Misc Construction by NTTA Capital Construction														
Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.	\$12,733,466	\$12,733,466	\$257,882	\$929,122	\$163,003	\$176,828	\$280,316	\$322,195	\$362,291	\$437,137	\$437,316	\$478,124	\$579,970	\$506,548
Stipend	\$4,141,550	\$4,141,550	\$4,141,550											
Phase 4 Design Build														
Design / Build Services	\$416,019,749	\$416,019,749	\$8,668,775	\$2,492,845	\$2,572,768	\$3,525,336	\$20,563,747	\$7,676,636	\$10,413,323	\$29,706,396	\$11,496,434	\$14,777,828	\$14,837,479	\$27,083,980
Change Order/Variation (contingency)	\$27,167,558	\$0	\$0											
Phase 2 Capital Construction														
Phase 2 Construction	\$6,868,823	\$6,868,824	\$6,868,824											
Change Order/Variation (contingency)	\$160,042	\$0	\$0											
Landscaping Phase 2 & 3														
Agency	\$106,570	\$106,576	\$0											
Construction	\$538,237	\$538,237	\$0											
Phase 3 Capital Construction														
Phase 3 Construction	\$6,465,464	\$6,465,463	\$0								\$834,417	\$1,289,194	\$1,878,463	\$1,633,989
Change Order/Variation (contingency)	\$839,441	\$0	\$0											
First Widening Construction														
Construction	\$15,615,907	\$15,615,908	\$0											
ITS	\$358,987	\$358,987	\$0											
Change Order/Variation (contingency)	\$3,238,548	\$0	\$0											
Second Widening Construction														
Construction	\$19,727,519	\$19,727,519	\$0											
ITS	\$601,057	\$601,055	\$0											
Change Order/Variation (contingency)	\$4,185,450	\$0	\$0											
Agency Cost														
Phase 4 Design Review (Including contingency)	\$2,471,275	\$2,471,266	\$88,598	\$50,944	\$48,729	\$46,514	\$48,729	\$48,729	\$48,729	\$48,729	\$46,514	\$48,729	\$50,944	\$46,514
Phase 4 Survey and Geotechnical (including contingency)	\$5,598,294	\$5,598,293	\$1,645,286	\$84,520	\$80,845	\$77,170	\$80,845	\$80,845	\$80,845	\$80,845	\$77,170	\$80,845	\$84,520	\$77,170
Phase 4 NTTA Personnel (including contingency)	\$3,160,073	\$3,160,077	\$0	\$77,675	\$74,298	\$70,921	\$74,298	\$74,298	\$74,298	\$74,298	\$70,921	\$74,298	\$77,675	\$70,921
Phase 4 Legal Fee and Cost of Finance (including contingency)	\$8,646,596	\$8,646,590	\$2,581,489	\$215,301	\$205,941	\$184,322	\$192,457	\$192,457	\$192,457	\$192,457	\$183,709	\$192,457	\$201,204	\$183,709
Phase 4 Feasibility Studies (including contingency)	\$1,622,500	\$1,622,500	\$1,622,500											
Phase 4 GEC/PMO, Construction Management (including contingency)	\$46,176,835	\$46,176,838	\$8,636,826	\$1,435,560	\$1,373,145	\$1,310,729	\$1,373,145	\$1,373,145	\$1,373,145	\$1,373,145	\$1,310,729	\$1,373,145	\$1,435,560	\$1,310,729
Phase 2 Agency Cost (including contingency)	\$1,460,415	\$1,460,415	\$1,188,718	\$38,424	\$29,158	\$17,787	\$18,633	\$18,633	\$18,633	\$18,633	\$17,786	\$18,633	\$19,480	\$17,786
Phase 3 Agency Cost (including contingency)	\$941,694	\$941,691	\$345,545	\$31,538	\$6,856									
First Widening Agency Cost (including contingency)	\$4,221,162	\$4,221,163	\$0											
Second Widening Agency Cost (including contingency)	\$5,353,668	\$5,353,677	\$0											
TOTAL	\$598,220,880	\$562,829,844	\$36,045,993	\$5,355,929	\$4,554,743	\$5,409,607	\$22,632,170	\$9,786,938	\$12,563,721	\$31,931,640	\$14,474,996	\$18,333,253	\$19,165,295	\$30,931,346

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.	\$427,694	\$491,848	\$467,344	\$509,668	\$509,668	\$486,501	\$532,835	\$509,668	\$486,501	\$509,668	\$471,354	\$412,992	\$336,809	\$352,847
Stipend														
Phase 4 Design Build Design / Build Services	\$14,936,152	\$14,849,020	\$14,504,692	\$14,712,805	\$15,132,239	\$14,956,845	\$14,832,418	\$14,428,324	\$14,651,455	\$13,787,320	\$12,358,665	\$11,602,707	\$12,123,430	\$11,881,977
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction								\$4,359	\$20,118	\$24,543	\$5,526	\$4,537	\$4,330	\$4,537
											\$41,307	\$18,318	\$31,482	
Phase 3 Capital Construction Phase 3 Construction	\$795,976	\$33,424												
Change Order/Variation (contingency)														
First Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Second Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Agency Cost														
Phase 4 Design Review (including contingency)	\$44,299	\$50,944	\$46,514	\$48,729	\$48,729	\$83,536	\$94,611	\$90,497	\$86,384	\$90,497	\$90,497	\$90,497	\$86,384	\$90,497
Phase 4 Survey and Geotechnical (including contingency)	\$73,496	\$84,520	\$77,170	\$80,845	\$80,845	\$138,592	\$156,965	\$150,141	\$143,316	\$150,141	\$150,141	\$150,141	\$143,316	\$150,141
Phase 4 NTTA Personnel (including contingency)	\$67,544	\$77,675	\$70,921	\$74,298	\$136,534	\$131,710	\$144,254	\$137,982	\$131,710	\$137,982	\$137,982	\$137,982	\$131,710	\$137,982
Phase 4 Legal Fee and Cost of Finance (including contingency)	\$174,961	\$201,204	\$183,709	\$192,457	\$192,457	\$150,586	\$162,137	\$155,088	\$148,038	\$155,088	\$155,088	\$155,088	\$148,038	\$155,088
Phase 4 Feasibility Studies (including contingency)														
Phase 4 GEC/PMO Construction Management (including contingency)	\$1,248,314	\$1,435,560	\$1,310,729	\$1,348,034	\$1,346,838	\$1,285,618	\$1,380,446	\$739,386	\$705,777	\$739,386	\$739,386	\$739,386	\$705,777	\$739,386
Phase 2 Agency Cost (including contingency)	\$16,939	\$19,480	\$1,692			\$73,551	\$70,999	\$83,090	\$82,196	\$71,531	\$35,825	\$35,140	\$35,140	\$35,140
Phase 3 Agency Cost (including contingency)														
First Widening Agency Cost (including contingency)														
Second Widening Agency Cost (including contingency)														
TOTAL	\$17,785,375	\$17,243,675	\$16,662,771	\$16,966,836	\$17,520,861	\$17,304,387	\$17,386,756	\$16,297,641	\$16,444,830	\$15,630,450	\$14,143,779	\$13,369,777	\$13,731,655	\$13,579,077

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE / LEVEL OF DETAIL	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Jan-18	Feb-18
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.	\$303,841	\$286,911	\$152,366	\$226,321	\$327,898									
Stipend														
Phase 4 Design Build Design / Build Services	\$10,849,761	\$9,250,716	\$8,750,133	\$7,480,686	\$3,843,781	\$2,155,199	\$1,110,587	\$968,590	\$11,180,956	\$694,582	\$342,153	\$102,867	\$10,716,142	
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3														
Agency	\$4,330	\$4,743	\$4,330	\$4,537	\$3,130	\$2,722	\$3,130	\$2,994	\$2,858	\$3,130	\$2,722			
Construction	\$39,466	\$48,379	\$46,372	\$50,132	\$52,411	\$43,419	\$36,679	\$25,662	\$23,874	\$54,450	\$26,285			
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction														
ITS														
Change Order/Variation (contingency)														
Second Widening Construction Construction														
ITS														
Change Order/Variation (contingency)														
Agency Cost														
Phase 4 Design Review (including contingency)	\$86,384	\$94,611	\$86,384	\$90,497	\$94,611	\$82,270	\$94,611	\$90,497	\$86,384					
Phase 4 Survey and Geotechnical (including contingency)	\$143,316	\$156,965	\$143,316	\$150,141	\$156,965	\$136,492	\$156,965	\$150,141	\$143,316					
Phase 4 NTTA Personnel (including contingency)	\$131,710	\$144,254	\$131,710	\$137,982	\$144,254									
Phase 4 Legal Fee and Cost of Finance (including contingency)	\$148,038	\$162,137	\$148,038	\$155,088	\$162,137	\$140,989	\$162,137	\$155,088	\$148,038	\$116,558	\$101,355			
Phase 4 Feasibility Studies (including contingency)														
Phase 4 GEC/PMO, Construction Management (including contingency)	\$705,777	\$772,994	\$705,777	\$739,386	\$772,994	\$672,169	\$772,994	\$739,386	\$705,777	\$772,994	\$672,169	\$1,395		
Phase 2 Agency Cost (including contingency)														
Phase 3 Agency Cost (including contingency)	\$1,597													
First Widening Agency Cost (including contingency)														
Second Widening Agency Cost (including contingency)														
TOTAL	\$12,414,220	\$10,921,710	\$10,168,426	\$9,034,770	\$5,558,181	\$3,233,260	\$2,337,203	\$2,132,358	\$12,291,203	\$1,641,714	\$1,144,685	\$104,262	\$10,716,142	\$0

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.														
Stipend														
Phase 4 Design Build Design / Build Services														
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction														
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction														\$1,197,150
ITS Change Order/Variation (contingency)														\$32,377
Second Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Agency Cost Phase 4 Design Review (including contingency) Phase 4 Survey and Geotechnical (including contingency) Phase 4 NTTA Personnel (including contingency) Phase 4 Legal Fee and Cost of Finance (including contingency) Phase 4 Feasibility Studies (including contingency) Phase 4 GEC/PMO, Construction Management (including contingency) Phase 2 Agency Cost (including contingency) Phase 3 Agency Cost (including contingency) First Widening Agency Cost (including contingency) Second Widening Agency Cost (including contingency)														
		\$197,611	\$216,430	\$197,611	\$207,020	\$216,430	\$188,201	\$119,545	\$114,348	\$109,150	\$119,545	\$103,953	\$109,150	\$163,696
TOTAL	\$0	\$197,611	\$216,430	\$197,611	\$207,020	\$216,430	\$188,201	\$119,545	\$114,348	\$109,150	\$119,545	\$103,953	\$109,150	\$1,393,223

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.														
Stipend														
Phase 4 Design Build Design / Build Services														
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction														
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction	\$597,815	\$836,941	\$1,257,945	\$1,337,485	\$1,343,057	\$1,514,803	\$1,383,081	\$1,372,442	\$1,048,709	\$672,795	\$711,299	\$558,269	\$532,893	\$499,709
ITS Change Order/Variation (contingency)	\$16,169	\$22,635	\$34,021	\$36,173	\$36,324	\$40,968	\$37,406	\$37,118	\$28,362	\$18,196	\$19,238			
Second Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Agency Cost Phase 4 Design Review (including contingency) Phase 4 Survey and Geotechnical (including contingency) Phase 4 NTTA Personnel (including contingency) Phase 4 Legal Fee and Cost of Finance (including contingency) Phase 4 Feasibility Studies (including contingency) Phase 4 GEC/PMO, Construction Management (including contingency) Phase 2 Agency Cost (including contingency) Phase 3 Agency Cost (including contingency) First Widening Agency Cost (including contingency) Second Widening Agency Cost (including contingency)	\$176,719	\$153,669	\$176,719	\$169,036	\$161,351	\$182,728	\$166,838	\$159,732	\$125,028	\$108,721	\$119,593	\$107,139	\$101,743	\$88,483
TOTAL	\$790,703	\$1,013,245	\$1,468,685	\$1,542,694	\$1,540,732	\$1,738,499	\$1,587,325	\$1,569,292	\$1,202,099	\$799,712	\$850,130	\$665,408	\$634,636	\$588,192

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29	Aug-29
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.														
Stipend														
Phase 4 Design Build Design / Build Services														
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction														
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction	\$314,270	\$286,942	\$150,303											
ITS Change Order/Variation (contingency)														
Second Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Agency Cost Phase 4 Design Review (including contingency) Phase 4 Survey and Geotechnical (including contingency) Phase 4 NTTA Personnel (including contingency) Phase 4 Legal Fee and Cost of Finance (including contingency) Phase 4 Feasibility Studies (including contingency) Phase 4 GEC/PMO, Construction Management (including contingency) Phase 2 Agency Cost (including contingency) Phase 3 Agency Cost (including contingency) First Widening Agency Cost (including contingency) Second Widening Agency Cost (including contingency)	\$67,316	\$61,463	\$32,195						\$261,587	\$249,697	\$273,477	\$249,697	\$261,587	\$265,494
TOTAL	\$381,586	\$348,405	\$182,498	\$0	\$0	\$0	\$0	\$0	\$261,587	\$249,697	\$273,477	\$249,697	\$261,587	\$265,494

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	Sep-29	Oct-29	Nov-29	Dec-29	Jan-30	Feb-30	Mar-30	Apr-30	May-30	Jun-30	Jul-30	Aug-30	Sep-30	Oct-30
Phase 4 Misc Construction by NTTA Capital Construction Includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.														
Stipend														
Phase 4 Design Build Design / Build Services														
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction														
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Second Widening Construction Construction							\$1,494,700	\$690,652	\$1,216,511	\$1,389,874	\$1,773,209	\$1,783,167	\$1,753,935	\$1,920,977
ITS Change Order/Variation (contingency)							\$53,577	\$24,756	\$43,605	\$49,604	\$63,560	\$63,917	\$62,869	\$68,856
Agency Cost Phase 4 Design Review (including contingency) Phase 4 Survey and Geotechnical (including contingency) Phase 4 NTTA Personnel (including contingency) Phase 4 Legal Fee and Cost of Finance (including contingency) Phase 4 Feasibility Studies (including contingency) Phase 4 GEC/PMO, Construction Management (including contingency) Phase 2 Agency Cost (including contingency) Phase 3 Agency Cost (including contingency) First Widening Agency Cost (including contingency) Second Widening Agency Cost (including contingency)	\$131,365	\$151,070	\$144,502	\$137,934	\$151,070	\$131,365	\$160,841	\$175,274	\$194,059	\$195,401	\$224,711	\$215,107	\$212,156	\$232,361
TOTAL	\$131,365	\$151,070	\$144,502	\$137,934	\$151,070	\$131,365	\$1,709,118	\$890,682	\$1,454,175	\$1,628,879	\$2,061,480	\$2,062,191	\$2,028,960	\$2,222,194

Monthly Construction Costs and Capital Expenditures For Project Capacity Improvements

NTTA AVAILABLE LEVEL OF DETAIL	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31	Aug-31	Sep-31	Oct-31	Nov-31	Dec-31
Phase 4 Misc Construction by NTTA Capital Construction includes Landscape, Sand Stockpiles, CSC Vehicles, Corridor Set-up for Maintenance Dept, ROW, Other Utility Adjustments, etc.														
Stipend														
Phase 4 Design Build Design / Build Services														
Change Order/Variation (contingency)														
Phase 2 Capital Construction Phase 2 Construction														
Change Order/Variation (contingency)														
Landscaping Phase 2 & 3 Agency Construction														
Phase 3 Capital Construction Phase 3 Construction														
Change Order/Variation (contingency)														
First Widening Construction Construction														
ITS Change Order/Variation (contingency)														
Second Widening Construction Construction	\$1,663,669	\$1,272,085	\$966,271	\$849,341	\$673,202	\$705,259	\$631,281	\$362,493	\$397,016	\$189,877				
ITS Change Order/Variation (contingency)	\$59,634	\$45,597	\$34,636	\$30,444										
Agency Cost Phase 4 Design Review (including contingency) Phase 4 Survey and Geotechnical (including contingency) Phase 4 NTTA Personnel (including contingency) Phase 4 Legal Fee and Cost of Finance (including contingency) Phase 4 Feasibility Studies (including contingency) Phase 4 GEC/PMO, Construction Management (Including contingency) Phase 2 Agency Cost (including contingency) Phase 3 Agency Cost (including contingency) First Widening Agency Cost (including contingency) Second Widening Agency Cost (including contingency)	\$194,611	\$152,076	\$158,989	\$138,252	\$130,029	\$135,554	\$121,546	\$116,021	\$127,071	\$60,773				
TOTAL	\$1,917,914	\$1,469,758	\$1,159,896	\$1,018,037	\$803,231	\$840,813	\$752,827	\$478,514	\$524,087	\$250,650	\$0	\$0	\$0	\$0

Annual Operating and Major Maintenance Expenses

	Check Sums	08/31/2010	08/31/2011	08/31/2012	08/31/2013	08/31/2014	08/31/2015	08/31/2016	08/31/2017	08/31/2018	08/31/2019	08/31/2020	08/31/2021
	2.41%	3	4	5	6	7	8	9	10	11	12	13	14
Toll Collection Cost	\$ 1,112,276,803												
Interoperability (IOP)	\$ 12,963,836	\$ 6,764	\$ 9,274	\$ 13,588	\$ 40,895	\$ 55,980	\$ 64,521	\$ 70,722	\$ 74,486	\$ 81,238	\$ 85,804	\$ 96,168	\$ 101,521
Electronic Toll Collection (ETC)	\$ 334,196,400.37												
Transaction Processing	\$ 163,958,257	\$ 66,384	\$ 110,899	\$ 173,880	\$ 523,622	\$ 714,484	\$ 848,411	\$ 927,252	\$ 1,004,236	\$ 1,086,428	\$ 1,173,822	\$ 1,291,731	\$ 1,388,143
Account Maintenance	\$ 179,769,745	\$ 72,786	\$ 121,594	\$ 190,649	\$ 574,118	\$ 783,386	\$ 930,228	\$ 1,016,673	\$ 1,101,080	\$ 1,191,199	\$ 1,287,021	\$ 1,416,301	\$ 1,522,010
VTOLL	\$ 4,229,046	\$ 9,431	\$ 12,437	\$ 15,942	\$ 41,297	\$ 51,051	\$ 53,346	\$ 51,711	\$ 50,145	\$ 49,064	\$ 48,422	\$ 49,135	\$ 49,202
Credit Card Costs	\$ 186,239,354	\$ 68,504	\$ 102,466	\$ 159,911	\$ 501,891	\$ 705,270	\$ 832,060	\$ 930,099	\$ 995,923	\$ 1,101,113	\$ 1,176,301	\$ 1,330,823	\$ 1,415,749
ZipCash	\$ 565,116,567												
Image Processing/Review	\$ 16,597,234	\$ 42,089	\$ 53,676	\$ 66,579	\$ 167,013	\$ 200,060	\$ 209,054	\$ 202,652	\$ 196,514	\$ 192,278	\$ 189,763	\$ 192,562	\$ 192,824
Initial Notice	\$ 222,960,663	\$ 565,403	\$ 721,060	\$ 894,402	\$ 2,243,584	\$ 2,687,531	\$ 2,808,348	\$ 2,722,350	\$ 2,639,887	\$ 2,582,984	\$ 2,549,195	\$ 2,586,803	\$ 2,590,324
Late Notice	\$ 131,546,791	\$ 333,588	\$ 425,425	\$ 527,697	\$ 1,323,715	\$ 1,585,643	\$ 1,656,925	\$ 1,606,187	\$ 1,557,533	\$ 1,523,960	\$ 1,504,025	\$ 1,526,214	\$ 1,528,291
Violation Notice	\$ 178,723,137	\$ 453,222	\$ 577,995	\$ 716,944	\$ 1,798,436	\$ 2,154,299	\$ 2,251,145	\$ 2,182,210	\$ 2,116,108	\$ 2,070,495	\$ 2,043,411	\$ 2,073,557	\$ 2,076,379
Collection	\$ 4,501,066	\$ 11,414	\$ 14,557	\$ 18,056	\$ 45,293	\$ 54,255	\$ 56,694	\$ 54,958	\$ 53,293	\$ 52,145	\$ 51,462	\$ 52,222	\$ 52,293
Citation/Court	\$ 412,059	\$ 1,045	\$ 1,333	\$ 1,653	\$ 4,146	\$ 4,967	\$ 5,190	\$ 5,031	\$ 4,879	\$ 4,774	\$ 4,711	\$ 4,781	\$ 4,787
Credit Card Costs	\$ 10,095,351	\$ 17,105	\$ 25,524	\$ 34,375	\$ 81,806	\$ 115,078	\$ 125,531	\$ 123,516	\$ 117,270	\$ 115,440	\$ 111,569	\$ 118,795	\$ 117,520
Present Value Cost for ZipCash Toll/Premi	\$ 280,267	\$ 711	\$ 906	\$ 1,124	\$ 2,820	\$ 3,378	\$ 3,530	\$ 3,422	\$ 3,318	\$ 3,247	\$ 3,204	\$ 3,252	\$ 3,256
Operations & Maintenance	\$ 664,774,000												
Routine Maintenance - Roadway	\$ 518,651,000												
Roadway Maintenance Activities	\$ 382,113,000	\$ 929,178	\$ 1,812,380	\$ 2,073,885	\$ 2,853,817	\$ 2,947,411	\$ 3,028,465	\$ 3,111,748	\$ 3,197,321	\$ 3,285,247	\$ 3,375,591	\$ 3,468,420	\$ 4,012,860
Landscape Maintenance	\$ 9,166,000	\$ -	\$ 21,944	\$ 30,063	\$ 57,995	\$ 59,590	\$ 61,218	\$ 62,912	\$ 64,642	\$ 66,420	\$ 68,246	\$ 70,123	\$ 88,889
Administration	\$ 10,701,000	\$ 28,962	\$ 52,913	\$ 59,741	\$ 80,757	\$ 82,978	\$ 85,260	\$ 87,605	\$ 90,014	\$ 92,489	\$ 95,033	\$ 97,646	\$ 112,966
Professional Services	\$ 85,690,000	\$ 191,628	\$ 385,733	\$ 444,090	\$ 628,500	\$ 645,784	\$ 663,543	\$ 681,791	\$ 700,540	\$ 719,805	\$ 739,599	\$ 759,938	\$ 887,804
Utilities	\$ 30,981,000	\$ -	\$ 74,169	\$ 101,612	\$ 196,019	\$ 201,410	\$ 206,948	\$ 212,639	\$ 218,487	\$ 224,495	\$ 230,669	\$ 237,012	\$ 300,439
Routine Maintenance - Systems Support	\$ 146,123,000												
Intelligent Transportation System	\$ 9,665,000	\$ 26,073	\$ 38,854	\$ 77,558	\$ 97,149	\$ 99,655	\$ 102,227	\$ 104,864	\$ 107,570	\$ 110,345	\$ 113,192	\$ 116,112	\$ 119,108
Electronic Toll Collection	\$ 11,609,000	\$ 21,254	\$ 44,925	\$ 94,880	\$ 116,793	\$ 119,806	\$ 122,897	\$ 126,068	\$ 129,321	\$ 132,657	\$ 136,080	\$ 139,591	\$ 143,192
Fiber	\$ 16,801,000	\$ 35,918	\$ 51,119	\$ 130,772	\$ 169,178	\$ 173,542	\$ 178,020	\$ 182,613	\$ 187,324	\$ 192,157	\$ 197,115	\$ 202,200	\$ 207,417
Dispatch Tech	\$ 876,000	\$ 7,381	\$ 8,260	\$ 8,473	\$ 8,692	\$ 8,916	\$ 9,146	\$ 9,382	\$ 9,624	\$ 9,873	\$ 10,127	\$ 10,389	\$ 10,657
Digital Messaging Sign	\$ 8,599,000	\$ 36,610	\$ 40,969	\$ 70,043	\$ 86,220	\$ 88,445	\$ 90,726	\$ 93,067	\$ 95,468	\$ 97,931	\$ 100,458	\$ 103,050	\$ 105,709
Travel Time	\$ 1,174,000	\$ 9,895	\$ 11,073	\$ 11,358	\$ 11,651	\$ 11,952	\$ 12,260	\$ 12,577	\$ 12,901	\$ 13,234	\$ 13,575	\$ 13,926	\$ 14,285
Road, Weather Information System	\$ 1,174,000	\$ 9,895	\$ 11,073	\$ 11,358	\$ 11,651	\$ 11,952	\$ 12,260	\$ 12,577	\$ 12,901	\$ 13,234	\$ 13,575	\$ 13,926	\$ 14,285
System Incident Management	\$ 37,458,000	\$ 19,100	\$ 23,897	\$ 29,694	\$ 207,529	\$ 275,813	\$ 319,900	\$ 342,768	\$ 365,198	\$ 389,868	\$ 416,716	\$ 441,129	\$ 475,624
Police	\$ 26,172,000	\$ 189,334	\$ 215,769	\$ 243,671	\$ 260,388	\$ 267,106	\$ 273,997	\$ 281,067	\$ 288,318	\$ 295,757	\$ 303,387	\$ 311,215	\$ 319,244
Roadway Customer Service	\$ 32,595,000	\$ 274,557	\$ 283,784	\$ 293,306	\$ 323,844	\$ 332,200	\$ 340,770	\$ 349,562	\$ 358,581	\$ 367,833	\$ 377,323	\$ 387,058	\$ 397,044
Major Maintenance, Capital Replacements	\$ 1,084,132,000												
Roadway Major Maintenance	\$ 1,023,305,000												
Pavement Maintenance	\$ 78,457,000	\$ -	\$ -	\$ -	\$ 124,205	\$ 1,216,045	\$ -	\$ 41,054	\$ 2,277,148	\$ -	\$ 1,444,279	\$ 282,666	\$ 163,554
Pavement Rehabilitation	\$ 662,391,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscaping Rehabilitation	\$ 19,566,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Inspection	\$ 70,622,000	\$ 211,909	\$ 348,294	\$ 360,485	\$ 469,626	\$ 486,063	\$ 503,075	\$ 520,683	\$ 538,907	\$ 557,768	\$ 577,290	\$ 597,495	\$ 681,960
Bridges Maintenance	\$ 75,081,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Bridge	\$ 1,284,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,629	\$ -	\$ -	\$ 37,778	\$ -	\$ 20,315
Concrete Fascia Beam Coating	\$ 88,317,000	\$ -	\$ -	\$ -	\$ -	\$ 290,301	\$ -	\$ 1,409,095	\$ 151,622	\$ -	\$ 3,712,180	\$ -	\$ 1,673,563
Pedestrian fence, Traffic Barrier and Rails	\$ 14,151,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,680	\$ -	\$ 914,280	\$ -	\$ -
Retaining Wall and Sound walls	\$ 13,436,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,010,244	\$ -	\$ -
Capital Replacements	\$ 60,827,000												
Intelligent Transportation System	\$ 41,211,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,101,916	\$ -	\$ -
Electronic Toll Collection	\$ 7,887,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dispatch Tech	\$ 338,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,469	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Digital Messaging Sign	\$ 6,149,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 77,494	\$ -	\$ -	\$ -
Travel Time	\$ 1,693,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,599	\$ -	\$ -	\$ -
Road, Weather Information System	\$ 753,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Customer Service	\$ 2,796,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,557	\$ -	\$ -	\$ 96,066	\$ -	\$ -	\$ 104,211
Overhead	\$ 167,275,000												
Maintenance Department Overhead	\$ 66,676,000	\$ 158,668	\$ 309,152	\$ 353,684	\$ 493,348	\$ 506,915	\$ 520,855	\$ 535,178	\$ 549,896	\$ 565,018	\$ 580,556	\$ 596,521	\$ 693,641
Agency Overhead (OMF)	\$ 88,253,000	\$ 339,679	\$ 376,161	\$ 463,216	\$ 568,081	\$ 583,703	\$ 599,755	\$ 616,248	\$ 633,195	\$ 650,608	\$ 652,088	\$ 724,689	\$ 818,115
Agency Overhead (RMF)	\$ 12,346,000	\$ 47,518	\$ 52,622	\$ 64,800	\$ 79,470	\$ 81,655	\$ 83,901	\$ 86,208	\$ 88,579	\$ 91,015	\$ 91,222	\$ 101,378	\$ 114,447

Annual Operating and Major Maintenance Expenses

	Check Sums	08/31/2022	08/31/2023	08/31/2024	08/31/2025	08/31/2026	08/31/2027	08/31/2028	08/31/2029	08/31/2030	08/31/2031	08/31/2032	08/31/2033
	2.41%	15	16	17	18	19	20	21	22	23	24	25	26
Toll Collection Cost	\$ 1,112,276,803												
Interoperability (IOP)	\$ 12,963,836												
Electronic Toll Collection (ETC)	\$ 534,196,400.37												
Transaction Processing	\$ 163,958,257	\$ 1,464,418	\$ 1,544,738	\$ 1,625,423	\$ 1,628,396	\$ 1,678,091	\$ 1,766,256	\$ 1,863,440	\$ 1,954,165	\$ 2,053,274	\$ 2,268,601	\$ 2,445,926	\$ 2,568,057
Account Maintenance	\$ 179,769,745	\$ 1,605,641	\$ 1,693,707	\$ 1,782,173	\$ 1,785,432	\$ 1,839,919	\$ 1,936,587	\$ 2,043,143	\$ 2,142,617	\$ 2,251,284	\$ 2,487,376	\$ 2,681,802	\$ 2,815,710
VTOLL	\$ 4,229,046	\$ 48,757	\$ 48,714	\$ 48,918	\$ 47,118	\$ 46,910	\$ 47,979	\$ 49,412	\$ 50,781	\$ 52,468	\$ 57,154	\$ 60,924	\$ 63,354
Credit Card Costs	\$ 186,239,354	\$ 1,530,272	\$ 1,593,936	\$ 1,713,429	\$ 1,679,836	\$ 1,762,273	\$ 1,831,796	\$ 1,973,562	\$ 2,045,325	\$ 2,201,237	\$ 2,419,079	\$ 2,673,979	\$ 2,774,827
ZipCash	\$ 565,116,567												
Image Processing/Review	\$ 16,597,234	\$ 191,081	\$ 190,912	\$ 191,715	\$ 184,661	\$ 183,848	\$ 188,040	\$ 193,658	\$ 199,025	\$ 205,640	\$ 224,006	\$ 238,787	\$ 248,312
Initial Notice	\$ 222,960,663	\$ 2,566,912	\$ 2,564,640	\$ 2,575,425	\$ 2,480,663	\$ 2,469,737	\$ 2,526,061	\$ 2,601,521	\$ 2,673,625	\$ 2,762,489	\$ 3,009,208	\$ 3,207,774	\$ 3,335,730
Late Notice	\$ 131,546,791	\$ 1,514,478	\$ 1,513,138	\$ 1,519,501	\$ 1,463,591	\$ 1,457,145	\$ 1,490,376	\$ 1,534,897	\$ 1,577,438	\$ 1,629,869	\$ 1,775,433	\$ 1,892,587	\$ 1,968,081
Violation Notice	\$ 178,723,137	\$ 2,057,612	\$ 2,055,791	\$ 2,064,436	\$ 1,988,476	\$ 1,979,718	\$ 2,014,866	\$ 2,085,355	\$ 2,143,152	\$ 2,214,385	\$ 2,412,153	\$ 2,571,321	\$ 2,673,890
Collection	\$ 4,501,066	\$ 51,820	\$ 51,774	\$ 51,992	\$ 50,079	\$ 49,858	\$ 50,995	\$ 52,519	\$ 53,974	\$ 55,768	\$ 60,749	\$ 64,758	\$ 67,341
Citation/Court	\$ 412,059	\$ 4,744	\$ 4,740	\$ 4,760	\$ 4,585	\$ 4,564	\$ 4,668	\$ 4,808	\$ 4,941	\$ 5,105	\$ 5,561	\$ 5,928	\$ 6,165
Credit Card Costs	\$ 10,095,351	\$ 117,463	\$ 114,963	\$ 116,620	\$ 114,928	\$ 113,315	\$ 113,620	\$ 117,767	\$ 118,561	\$ 128,018	\$ 135,309	\$ 147,694	\$ 150,436
Present Value Cost for ZipCash Toll/Premium	\$ 280,267	\$ 3,227	\$ 3,224	\$ 3,237	\$ 3,118	\$ 3,105	\$ 3,175	\$ 3,270	\$ 3,361	\$ 3,473	\$ 3,783	\$ 4,032	\$ 4,199
Operations & Maintenance	\$ 664,774,000												
Routine Maintenance - Roadway	\$ 518,651,000												
Roadway Maintenance Activities	\$ 382,113,000	\$ 4,123,214	\$ 4,236,602	\$ 4,353,108	\$ 4,472,819	\$ 4,595,821	\$ 4,722,207	\$ 4,852,067	\$ 4,985,499	\$ 5,122,600	\$ 5,263,472	\$ 6,434,656	\$ 6,611,609
Landscape Maintenance	\$ 9,166,000	\$ 91,333	\$ 93,845	\$ 96,426	\$ 99,077	\$ 101,802	\$ 104,602	\$ 107,478	\$ 110,434	\$ 113,471	\$ 116,591	\$ 159,730	\$ 164,123
Administration	\$ 10,701,000	\$ 115,456	\$ 118,631	\$ 121,894	\$ 125,246	\$ 128,690	\$ 132,229	\$ 135,865	\$ 139,601	\$ 143,440	\$ 147,385	\$ 179,981	\$ 184,930
Professional Services	\$ 85,690,000	\$ 912,219	\$ 937,305	\$ 963,081	\$ 989,566	\$ 1,016,779	\$ 1,044,740	\$ 1,073,470	\$ 1,102,991	\$ 1,133,323	\$ 1,164,490	\$ 1,450,206	\$ 1,490,087
Utilities	\$ 30,981,000	\$ 308,701	\$ 317,190	\$ 325,913	\$ 334,876	\$ 344,085	\$ 353,547	\$ 363,270	\$ 373,260	\$ 383,524	\$ 394,071	\$ 539,878	\$ 554,724
Routine Maintenance - Systems Support	\$ 146,123,000												
Intelligent Transportation System	\$ 9,665,000	\$ 122,181	\$ 125,333	\$ 128,567	\$ 131,884	\$ 135,286	\$ 138,777	\$ 142,357	\$ 146,030	\$ 149,798	\$ 153,662	\$ 157,627	\$ 161,694
Electronic Toll Collection	\$ 11,609,000	\$ 146,887	\$ 150,676	\$ 154,564	\$ 158,551	\$ 162,642	\$ 166,838	\$ 171,143	\$ 175,558	\$ 180,088	\$ 184,734	\$ 189,500	\$ 194,389
Fiber	\$ 16,801,000	\$ 212,769	\$ 218,258	\$ 223,889	\$ 229,666	\$ 235,591	\$ 241,669	\$ 247,904	\$ 254,300	\$ 260,861	\$ 267,591	\$ 274,495	\$ 281,577
Dispatch Tech	\$ 876,000	\$ 10,932	\$ 11,214	\$ 11,503	\$ 11,800	\$ 12,104	\$ 12,416	\$ 12,737	\$ 13,065	\$ 13,402	\$ 13,748	\$ 14,103	\$ 14,467
Digital Messaging Sign	\$ 8,599,000	\$ 108,436	\$ 111,233	\$ 114,103	\$ 117,047	\$ 120,067	\$ 123,165	\$ 126,342	\$ 129,602	\$ 132,946	\$ 136,376	\$ 139,894	\$ 143,504
Travel Time	\$ 1,174,000	\$ 14,553	\$ 15,032	\$ 15,419	\$ 15,817	\$ 16,225	\$ 16,644	\$ 17,073	\$ 17,514	\$ 17,966	\$ 18,429	\$ 18,905	\$ 19,392
Road, Weather Information System	\$ 1,174,000	\$ 14,653	\$ 15,032	\$ 15,419	\$ 15,817	\$ 16,225	\$ 16,644	\$ 17,073	\$ 17,514	\$ 17,966	\$ 18,429	\$ 18,905	\$ 19,392
System Incident Management	\$ 37,458,000	\$ 487,895	\$ 500,482	\$ 513,395	\$ 526,641	\$ 540,228	\$ 554,166	\$ 568,463	\$ 583,130	\$ 598,175	\$ 613,608	\$ 629,439	\$ 645,678
Police	\$ 26,172,000	\$ 327,481	\$ 335,930	\$ 344,597	\$ 353,487	\$ 362,607	\$ 371,963	\$ 381,559	\$ 391,404	\$ 401,502	\$ 411,861	\$ 422,487	\$ 433,387
Roadway Customer Service	\$ 32,595,000	\$ 407,287	\$ 417,796	\$ 428,575	\$ 439,632	\$ 450,975	\$ 462,610	\$ 474,545	\$ 486,788	\$ 499,348	\$ 512,231	\$ 525,446	\$ 539,003
Major Maintenance, Capital Replacements	\$ 1,084,132,000												
Roadway Major Maintenance	\$ 1,023,305,000												
Pavement Maintenance	\$ 78,457,000	\$ 2,083,525	\$ -	\$ 1,816,386	\$ 1,126,094	\$ -	\$ 2,474,574	\$ 695,641	\$ -	\$ -	\$ -	\$ -	\$ 1,482,850
Pavement Rehabilitation	\$ 662,391,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,954,979	\$ -	\$ -	\$ 43,331,681	\$ -
Landscaping Rehabilitation	\$ 19,566,000	\$ 2,129,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,004,329	\$ -
Annual Inspection	\$ 70,622,000	\$ 705,828	\$ 730,532	\$ 756,101	\$ 782,565	\$ 809,954	\$ 838,303	\$ 867,643	\$ 898,011	\$ 929,441	\$ 961,972	\$ 1,094,250	\$ 1,132,548
Bridges Maintenance	\$ 75,081,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Bridge	\$ 1,284,000	\$ -	\$ -	\$ -	\$ -	\$ 24,127	\$ 49,746	\$ -	\$ -	\$ -	\$ 28,656	\$ -	\$ -
Concrete Fascia Beam Coating	\$ 88,317,000	\$ -	\$ -	\$ 409,498	\$ 199,658	\$ 1,987,668	\$ 4,434,215	\$ -	\$ 486,356	\$ -	\$ 2,360,726	\$ -	\$ 262,911
Pedestrian fence, Traffic Barrier and Rails	\$ 14,151,000	\$ -	\$ -	\$ -	\$ 197,101	\$ -	\$ 1,203,932	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,544
Retaining Wall and Sound walls	\$ 13,436,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,330,298	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Replacements	\$ 60,827,000												
Intelligent Transportation System	\$ 41,211,000	\$ -	\$ -	\$ -	\$ -	\$ 3,750,618	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,534,982
Electronic Toll Collection	\$ 7,887,000	\$ 1,254,186	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,645,054	\$ -
Dispatch Tech	\$ 338,000	\$ 30,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,235	\$ -	\$ -	\$ -	\$ -
Digital Messaging Sign	\$ 6,149,000	\$ 863,764	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 101,645	\$ -	\$ -	\$ -	\$ 1,132,957	\$ -
Travel Time	\$ 1,693,000	\$ 241,854	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,395	\$ -	\$ -	\$ -	\$ 317,228	\$ -
Road, Weather Information System	\$ 753,000	\$ 119,718	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,028	\$ -
Roadway Customer Service	\$ 2,796,000	\$ -	\$ -	\$ 113,047	\$ -	\$ -	\$ 122,632	\$ -	\$ -	\$ 133,030	\$ -	\$ -	\$ 144,310
Overhead	\$ 167,275,000												
Maintenance Department Overhead	\$ 66,676,000	\$ 712,717	\$ 732,316	\$ 752,455	\$ 773,148	\$ 794,409	\$ 816,255	\$ 838,702	\$ 861,767	\$ 885,465	\$ 909,816	\$ 1,126,268	\$ 1,157,240
Agency Overhead (OMF)	\$ 88,253,000	\$ 840,614	\$ 863,730	\$ 887,483	\$ 911,889	\$ 936,966	\$ 962,732	\$ 989,207	\$ 1,016,411	\$ 1,044,362	\$ 1,237,260	\$ 1,439,978	\$ 1,479,577
Agency Overhead (RMF)	\$ 12,346,000	\$ 117,595	\$ 120,829	\$ 124,151	\$ 127,566	\$ 131,074	\$ 134,678	\$ 138,382	\$ 142,187	\$ 146,097	\$ 173,082	\$ 201,441	\$ 206,980

Annual Operating and Major Maintenance Expenses

	Check Sums	08/31/2034	08/31/2035	08/31/2036	08/31/2037	08/31/2038	08/31/2039	08/31/2040	08/31/2041	08/31/2042	08/31/2043	08/31/2044	08/31/2045
	2.41%	27	28	29	30	31	32	33	34	35	36	37	38
Toll Collection Cost	\$ 4,112,276,803												
Interoperability (IOP)	\$ 12,963,896	\$ 207,907	\$ 215,560	\$ 229,027	\$ 234,232	\$ 248,032	\$ 253,829	\$ 269,060	\$ 273,418	\$ 288,496	\$ 294,652	\$ 312,547	\$ 318,108
Electronic Toll Collection (ETC)	\$ 34,196,400.37												
Transaction Processing	\$ 163,958,257	\$ 2,703,038	\$ 2,838,631	\$ 2,953,119	\$ 3,065,835	\$ 3,184,733	\$ 3,307,471	\$ 3,436,598	\$ 3,544,197	\$ 3,668,785	\$ 3,799,737	\$ 3,937,867	\$ 4,066,826
Account Maintenance	\$ 179,769,745	\$ 2,963,708	\$ 3,112,378	\$ 3,237,906	\$ 3,361,492	\$ 3,491,856	\$ 3,626,431	\$ 3,768,010	\$ 3,885,986	\$ 4,022,588	\$ 4,166,169	\$ 4,317,620	\$ 4,459,015
VTOLL	\$ 4,229,046	\$ 66,157	\$ 69,024	\$ 71,423	\$ 73,821	\$ 76,405	\$ 79,113	\$ 81,998	\$ 84,396	\$ 87,219	\$ 90,210	\$ 93,387	\$ 96,356
Credit Card Costs	\$ 186,239,354	\$ 2,996,872	\$ 3,108,717	\$ 3,304,249	\$ 3,380,452	\$ 3,580,571	\$ 3,665,064	\$ 3,885,698	\$ 3,949,210	\$ 4,167,502	\$ 4,256,990	\$ 4,515,745	\$ 4,596,393
ZipCash	\$ 565,116,567												
Image Processing/Review	\$ 16,597,234	\$ 259,302	\$ 270,540	\$ 279,948	\$ 289,347	\$ 299,482	\$ 310,097	\$ 321,413	\$ 330,813	\$ 341,885	\$ 353,610	\$ 366,073	\$ 377,713
Initial Notice	\$ 222,960,663	\$ 3,483,357	\$ 3,634,323	\$ 3,760,705	\$ 3,886,979	\$ 4,023,120	\$ 4,165,715	\$ 4,317,731	\$ 4,444,011	\$ 4,592,746	\$ 4,750,262	\$ 4,917,684	\$ 5,074,050
Late Notice	\$ 131,546,791	\$ 2,055,181	\$ 2,144,251	\$ 2,218,816	\$ 2,293,318	\$ 2,373,641	\$ 2,457,772	\$ 2,547,461	\$ 2,621,966	\$ 2,709,720	\$ 2,802,654	\$ 2,901,433	\$ 2,993,690
Violation Notice	\$ 178,723,137	\$ 2,792,226	\$ 2,913,239	\$ 3,014,545	\$ 3,115,765	\$ 3,224,894	\$ 3,339,197	\$ 3,461,052	\$ 3,562,276	\$ 3,681,502	\$ 3,807,764	\$ 3,941,968	\$ 4,067,310
Collection	\$ 4,501,066	\$ 70,321	\$ 73,369	\$ 75,920	\$ 78,469	\$ 81,218	\$ 84,096	\$ 87,165	\$ 89,714	\$ 92,717	\$ 95,897	\$ 99,277	\$ 102,493
Citation/Court	\$ 412,059	\$ 6,438	\$ 6,717	\$ 6,950	\$ 7,184	\$ 7,435	\$ 7,699	\$ 7,980	\$ 8,213	\$ 8,488	\$ 8,779	\$ 9,088	\$ 9,377
Credit Card Costs	\$ 10,095,351	\$ 159,221	\$ 167,740	\$ 175,706	\$ 177,340	\$ 185,395	\$ 187,932	\$ 201,905	\$ 203,586	\$ 212,007	\$ 214,529	\$ 225,040	\$ 232,556
Present Value Cost for ZipCash Toll/Premiu	\$ 280,267	\$ 4,379	\$ 4,568	\$ 4,727	\$ 4,886	\$ 5,057	\$ 5,236	\$ 5,427	\$ 5,586	\$ 5,773	\$ 5,971	\$ 6,182	\$ 6,378
Operations & Maintenance	\$ 664,774,000												
Routine Maintenance - Roadway	\$ 518,651,000												
Roadway Maintenance Activities	\$ 382,113,000	\$ 6,793,428	\$ 6,980,247	\$ 7,172,204	\$ 7,369,440	\$ 7,572,099	\$ 7,780,332	\$ 7,994,291	\$ 8,214,134	\$ 8,440,023	\$ 8,672,124	\$ 8,910,607	\$ 9,155,649
Landscape Maintenance	\$ 9,166,000	\$ 168,636	\$ 173,273	\$ 178,038	\$ 182,934	\$ 187,965	\$ 193,134	\$ 198,445	\$ 203,903	\$ 209,510	\$ 215,271	\$ 221,191	\$ 227,274
Administration	\$ 10,701,000	\$ 190,016	\$ 195,241	\$ 200,611	\$ 206,127	\$ 211,796	\$ 217,620	\$ 223,605	\$ 229,754	\$ 236,072	\$ 242,564	\$ 249,235	\$ 256,089
Professional Services	\$ 85,690,000	\$ 1,531,064	\$ 1,573,169	\$ 1,616,431	\$ 1,660,883	\$ 1,706,557	\$ 1,753,487	\$ 1,801,708	\$ 1,851,255	\$ 1,902,165	\$ 1,954,474	\$ 2,008,222	\$ 2,063,448
Utilities	\$ 30,981,000	\$ 569,979	\$ 585,654	\$ 601,759	\$ 618,307	\$ 635,311	\$ 652,782	\$ 670,733	\$ 689,179	\$ 708,131	\$ 727,605	\$ 747,614	\$ 768,173
Routine Maintenance - Systems Support	\$ 146,123,000												
Intelligent Transportation System	\$ 9,665,000	\$ 165,865	\$ 170,145	\$ 174,534	\$ 179,037	\$ 183,657	\$ 188,395	\$ 193,256	\$ 198,242	\$ 203,356	\$ 208,603	\$ 213,985	\$ 219,506
Electronic Toll Collection	\$ 11,609,000	\$ 199,405	\$ 204,549	\$ 209,827	\$ 215,240	\$ 220,793	\$ 226,490	\$ 232,333	\$ 238,327	\$ 244,476	\$ 250,784	\$ 257,254	\$ 263,891
Fiber	\$ 16,801,000	\$ 288,842	\$ 296,294	\$ 303,939	\$ 311,780	\$ 319,824	\$ 328,076	\$ 336,540	\$ 345,223	\$ 354,130	\$ 363,266	\$ 372,639	\$ 382,253
Dispatch Tech	\$ 876,000	\$ 14,840	\$ 15,273	\$ 15,616	\$ 16,018	\$ 16,432	\$ 16,856	\$ 17,291	\$ 17,737	\$ 18,194	\$ 18,664	\$ 19,145	\$ 19,639
Digital Messaging Sign	\$ 8,599,000	\$ 147,205	\$ 151,004	\$ 154,900	\$ 158,896	\$ 162,996	\$ 167,201	\$ 171,515	\$ 175,940	\$ 180,479	\$ 185,136	\$ 189,912	\$ 194,812
Travel Time	\$ 1,174,000	\$ 19,893	\$ 20,406	\$ 20,932	\$ 21,472	\$ 22,026	\$ 22,595	\$ 23,178	\$ 23,776	\$ 24,389	\$ 25,018	\$ 25,664	\$ 26,326
Road, Weather Information System	\$ 1,174,000	\$ 19,893	\$ 20,406	\$ 20,932	\$ 21,472	\$ 22,026	\$ 22,595	\$ 23,178	\$ 23,776	\$ 24,389	\$ 25,018	\$ 25,664	\$ 26,326
System Incident Management	\$ 37,458,000	\$ 662,337	\$ 679,425	\$ 696,954	\$ 714,936	\$ 733,381	\$ 752,303	\$ 771,712	\$ 791,622	\$ 812,046	\$ 832,997	\$ 854,489	\$ 876,534
Police	\$ 26,172,000	\$ 444,568	\$ 456,038	\$ 467,804	\$ 479,873	\$ 492,254	\$ 504,954	\$ 517,982	\$ 531,346	\$ 545,055	\$ 559,117	\$ 573,543	\$ 588,340
Roadway Customer Service	\$ 32,595,000	\$ 352,909	\$ 367,174	\$ 381,808	\$ 396,818	\$ 412,216	\$ 428,011	\$ 444,214	\$ 460,835	\$ 477,885	\$ 495,374	\$ 513,315	\$ 531,718
Major Maintenance, Capital Replacements	\$ 1,084,132,000												
Roadway Major Maintenance	\$ 1,023,305,000												
Pavement Maintenance	\$ 78,457,000	\$ 2,419,672	\$ -	\$ 1,665,491	\$ 4,654,174	\$ -	\$ -	\$ 1,886,600	\$ 3,078,498	\$ -	\$ 2,118,970	\$ 5,921,409	\$ -
Pavement Rehabilitation	\$ 662,391,000	\$ -	\$ 43,200,216	\$ -	\$ -	\$ 55,129,999	\$ -	\$ -	\$ -	\$ 54,962,739	\$ -	\$ -	\$ -
Landscaping Rehabilitation	\$ 19,566,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,237,903	\$ -	\$ -	\$ -
Annual Inspection	\$ 70,622,000	\$ 1,172,188	\$ 1,213,214	\$ 1,255,677	\$ 1,299,625	\$ 1,345,112	\$ 1,392,191	\$ 1,440,918	\$ 1,491,350	\$ 1,543,547	\$ 1,597,571	\$ 1,653,486	\$ 1,711,358
Bridges Maintenance	\$ 75,081,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75,080,509	\$ -	\$ -
Pedestrian Bridge	\$ 1,284,000	\$ -	\$ 65,506	\$ 34,034	\$ -	\$ -	\$ -	\$ -	\$ 40,422	\$ -	\$ 86,259	\$ -	\$ -
Concrete Fascia Beam Coating	\$ 88,317,000	\$ 577,638	\$ 5,839,014	\$ 2,803,802	\$ -	\$ 686,053	\$ -	\$ 3,676,241	\$ -	\$ 7,688,866	\$ 814,815	\$ -	\$ -
Pedestrian fence, Traffic Barrier and Rails	\$ 14,151,000	\$ -	\$ 1,585,349	\$ -	\$ -	\$ -	\$ -	\$ 341,770	\$ -	\$ 2,087,601	\$ -	\$ -	\$ -
Retaining Wall and Sound walls	\$ 13,436,000	\$ -	\$ 1,751,749	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,306,719	\$ -	\$ -	\$ -
Capital Replacements	\$ 60,827,000												
Intelligent Transportation System	\$ 41,211,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,483,381	\$ -	\$ -	\$ -	\$ -	\$ -
Electronic Toll Collection	\$ 7,887,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,157,737	\$ -	\$ -	\$ -
Dispatch Tech	\$ 338,000	\$ -	\$ -	\$ 45,022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 54,438	\$ -	\$ -
Digital Messaging Sign	\$ 6,149,000	\$ -	\$ -	\$ -	\$ -	\$ 133,323	\$ -	\$ -	\$ 1,486,045	\$ -	\$ -	\$ -	\$ -
Travel Time	\$ 1,693,000	\$ -	\$ -	\$ -	\$ -	\$ 31,997	\$ -	\$ -	\$ -	\$ 416,093	\$ -	\$ -	\$ -
Road, Weather Information System	\$ 753,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 205,966	\$ -	\$ -	\$ -
Roadway Customer Service	\$ 2,796,000	\$ -	\$ -	\$ 156,546	\$ -	\$ -	\$ 169,819	\$ -	\$ -	\$ 184,218	\$ -	\$ -	\$ 199,838
Overhead	\$ 167,275,000												
Maintenance Department Overhead	\$ 66,676,000	\$ 1,189,064	\$ 1,221,763	\$ 1,255,362	\$ 1,289,884	\$ 1,325,356	\$ 1,361,804	\$ 1,399,253	\$ 1,437,733	\$ 1,477,270	\$ 1,517,895	\$ 1,559,637	\$ 1,602,527
Agency Overhead (OMF)	\$ 88,253,000	\$ 1,520,265	\$ 1,562,073	\$ 1,605,030	\$ 1,649,168	\$ 1,694,520	\$ 1,741,119	\$ 1,789,000	\$ 1,838,198	\$ 1,888,748	\$ 1,940,689	\$ 1,994,058	\$ 2,048,894
Agency Overhead (RMF)	\$ 12,346,000	\$ 212,672	\$ 218,521	\$ 224,530	\$ 230,705	\$ 237,049	\$ 243,568	\$ 250,266	\$ 257,148	\$ 264,220	\$ 271,486	\$ 278,952	\$ 286,623

Annual Operating and Major Maintenance Expenses

	Check Sums	08/31/2046	08/31/2047	08/31/2048	08/31/2049	08/31/2050	08/31/2051	08/31/2052	08/31/2053	08/31/2054	08/31/2055	08/31/2056	08/31/2057
	2.41%	39	40	41	42	43	44	45	46	47	48	49	50
Toll Collection Cost	\$ 1,112,276,803												
Interoperability (IOP)	\$ 12,963,836	\$ 335,769	\$ 341,965	\$ 361,999	\$ 368,345	\$ 388,772	\$ 396,608	\$ 418,720	\$ 425,973	\$ 451,036	\$ 459,926	\$ 487,308	\$ 495,327
Electronic Toll Collection (ETC)	\$ 534,196,400.37												
Transaction Processing	\$ 163,958,257	\$ 4,207,207	\$ 4,345,282	\$ 4,499,130	\$ 4,650,028	\$ 4,818,742	\$ 4,986,245	\$ 5,151,851	\$ 5,316,465	\$ 5,511,196	\$ 5,700,586	\$ 5,912,421	\$ 6,096,922
Account Maintenance	\$ 179,769,745	\$ 4,612,934	\$ 4,764,324	\$ 4,933,008	\$ 5,098,459	\$ 5,283,442	\$ 5,467,099	\$ 5,648,675	\$ 5,829,164	\$ 6,042,674	\$ 6,250,328	\$ 6,482,592	\$ 6,684,886
VTOLL	\$ 4,229,046	\$ 99,605	\$ 102,813	\$ 106,401	\$ 109,923	\$ 113,874	\$ 117,797	\$ 121,684	\$ 125,549	\$ 130,127	\$ 134,584	\$ 139,567	\$ 143,911
Credit Card Costs	\$ 186,239,354	\$ 4,851,860	\$ 4,941,607	\$ 5,231,296	\$ 5,326,056	\$ 5,618,502	\$ 5,731,871	\$ 6,051,528	\$ 6,156,435	\$ 6,518,735	\$ 6,647,282	\$ 7,043,090	\$ 7,159,038
ZipCash	\$ 565,116,567												
Image Processing/Review	\$ 16,537,234	\$ 390,460	\$ 403,036	\$ 417,110	\$ 430,918	\$ 446,418	\$ 461,802	\$ 477,054	\$ 492,205	\$ 510,168	\$ 527,646	\$ 547,202	\$ 564,232
Initial Notice	\$ 222,960,663	\$ 5,245,281	\$ 5,414,220	\$ 5,603,290	\$ 5,788,787	\$ 5,997,005	\$ 6,203,664	\$ 6,408,549	\$ 6,612,091	\$ 6,853,401	\$ 7,088,193	\$ 7,350,890	\$ 7,579,670
Late Notice	\$ 131,546,791	\$ 3,094,716	\$ 3,194,390	\$ 3,305,941	\$ 3,415,384	\$ 3,538,233	\$ 3,660,162	\$ 3,781,044	\$ 3,901,134	\$ 4,043,506	\$ 4,182,034	\$ 4,337,025	\$ 4,472,005
Violation Notice	\$ 178,723,137	\$ 4,204,567	\$ 4,339,987	\$ 4,491,544	\$ 4,640,236	\$ 4,807,142	\$ 4,972,798	\$ 5,137,031	\$ 5,300,189	\$ 5,493,621	\$ 5,681,828	\$ 5,892,403	\$ 6,075,791
Collection	\$ 4,501,066	\$ 105,890	\$ 109,301	\$ 113,118	\$ 116,862	\$ 121,066	\$ 125,238	\$ 129,374	\$ 133,483	\$ 138,354	\$ 143,094	\$ 148,398	\$ 153,016
Citation/Court	\$ 412,059	\$ 9,694	\$ 10,006	\$ 10,356	\$ 10,698	\$ 11,083	\$ 11,465	\$ 11,844	\$ 12,220	\$ 12,666	\$ 13,100	\$ 13,585	\$ 14,008
Credit Card Costs	\$ 10,095,351	\$ 242,904	\$ 245,694	\$ 257,009	\$ 259,979	\$ 277,442	\$ 281,129	\$ 294,152	\$ 296,611	\$ 310,954	\$ 321,122	\$ 337,094	\$ 340,440
Present Value Cost for ZipCash Toll/Premiu	\$ 280,267	\$ 6,599	\$ 6,806	\$ 7,043	\$ 7,277	\$ 7,538	\$ 7,798	\$ 8,056	\$ 8,312	\$ 8,615	\$ 8,910	\$ 9,240	\$ 9,528
Operations & Maintenance	\$ 664,774,000												
Routine Maintenance - Roadway	\$ 518,651,000												
Roadway Maintenance Activities	\$ 382,113,000	\$ 9,407,429	\$ 9,666,133	\$ 9,931,952	\$ 10,205,081	\$ 10,485,721	\$ 10,774,078	\$ 11,070,365	\$ 11,374,800	\$ 11,687,607	\$ 12,009,016	\$ 12,339,264	\$ 12,678,594
Landscape Maintenance	\$ 9,165,000	\$ 233,524	\$ 239,946	\$ 246,545	\$ 253,325	\$ 260,291	\$ 267,449	\$ 274,804	\$ 282,361	\$ 290,126	\$ 298,104	\$ 306,302	\$ 314,726
Administration	\$ 10,701,000	\$ 263,131	\$ 270,367	\$ 277,802	\$ 285,442	\$ 293,291	\$ 301,357	\$ 309,644	\$ 318,160	\$ 326,909	\$ 335,899	\$ 345,136	\$ 354,627
Professional Services	\$ 85,690,000	\$ 2,120,193	\$ 2,178,498	\$ 2,238,407	\$ 2,299,963	\$ 2,363,212	\$ 2,428,201	\$ 2,494,976	\$ 2,563,588	\$ 2,634,087	\$ 2,706,524	\$ 2,780,993	\$ 2,857,430
Utilities	\$ 30,981,000	\$ 789,298	\$ 811,004	\$ 833,306	\$ 856,222	\$ 879,768	\$ 903,962	\$ 928,821	\$ 954,368	\$ 980,608	\$ 1,007,575	\$ 1,035,283	\$ 1,063,754
Routine Maintenance - Systems Support	\$ 146,123,000												
Intelligent Transportation System	\$ 9,665,000	\$ 225,169	\$ 230,978	\$ 236,938	\$ 243,051	\$ 249,321	\$ 255,754	\$ 262,352	\$ 269,121	\$ 276,064	\$ 283,187	\$ 290,493	\$ 297,988
Electronic Toll Collection	\$ 11,609,000	\$ 270,700	\$ 277,684	\$ 284,848	\$ 292,197	\$ 299,736	\$ 307,469	\$ 315,402	\$ 323,539	\$ 331,887	\$ 340,449	\$ 349,233	\$ 358,243
Fiber	\$ 16,801,000	\$ 392,115	\$ 402,732	\$ 412,609	\$ 423,254	\$ 434,174	\$ 445,376	\$ 456,867	\$ 468,654	\$ 480,746	\$ 493,149	\$ 505,872	\$ 518,924
Dispatch Tech	\$ 876,000	\$ 20,146	\$ 20,666	\$ 21,199	\$ 21,746	\$ 22,307	\$ 22,882	\$ 23,473	\$ 24,078	\$ 24,699	\$ 25,337	\$ 25,990	\$ 26,661
Digital Messaging Sign	\$ 8,599,000	\$ 199,838	\$ 204,994	\$ 210,283	\$ 215,708	\$ 221,274	\$ 226,982	\$ 232,839	\$ 238,846	\$ 245,008	\$ 251,329	\$ 257,814	\$ 264,465
Travel Time	\$ 1,174,000	\$ 27,005	\$ 27,702	\$ 28,417	\$ 29,150	\$ 29,902	\$ 30,673	\$ 31,465	\$ 32,276	\$ 33,109	\$ 33,963	\$ 34,840	\$ 35,739
Road, Weather Information System	\$ 1,174,000	\$ 27,005	\$ 27,702	\$ 28,417	\$ 29,150	\$ 29,902	\$ 30,673	\$ 31,465	\$ 32,276	\$ 33,109	\$ 33,963	\$ 34,840	\$ 35,739
System Incident Management	\$ 37,458,000	\$ 899,149	\$ 922,347	\$ 946,144	\$ 970,555	\$ 995,595	\$ 1,021,281	\$ 1,047,631	\$ 1,074,660	\$ 1,102,386	\$ 1,130,828	\$ 1,160,003	\$ 1,189,931
Police	\$ 26,172,000	\$ 603,519	\$ 619,090	\$ 635,063	\$ 651,448	\$ 668,255	\$ 685,496	\$ 703,182	\$ 721,324	\$ 739,934	\$ 759,025	\$ 778,608	\$ 798,696
Roadway Customer Service	\$ 32,595,000	\$ 750,597	\$ 769,962	\$ 789,827	\$ 810,205	\$ 831,108	\$ 852,551	\$ 874,547	\$ 897,110	\$ 920,256	\$ 943,999	\$ 968,354	\$ 993,338
Major Maintenance, Capital Replacements	\$ 1,084,132,000												
Roadway Major Maintenance	\$ 1,023,305,000												
Pavement Maintenance	\$ 78,457,000	\$ -	\$ 2,400,282	\$ 3,916,710	\$ -	\$ 2,695,922	\$ 7,533,686	\$ -	\$ -	\$ 3,053,829	\$ 4,983,148	\$ -	\$ 3,429,965
Pavement Rehabilitation	\$ 662,391,000	\$ 70,140,755	\$ -	\$ -	\$ -	\$ 69,927,953	\$ -	\$ -	\$ 89,238,628	\$ -	\$ -	\$ -	\$ 88,967,885
Landscaping Rehabilitation	\$ 19,566,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,977,380	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Inspection	\$ 70,622,000	\$ 1,771,256	\$ 1,833,250	\$ 1,897,414	\$ 1,963,823	\$ 2,032,557	\$ 2,103,696	\$ 2,177,326	\$ 2,253,532	\$ 2,332,406	\$ 2,414,040	\$ 2,498,531	\$ 2,585,980
Bridges Maintenance	\$ 75,081,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Bridge	\$ 1,284,000	\$ 48,008	\$ -	\$ -	\$ -	\$ -	\$ 170,605	\$ -	\$ -	\$ -	\$ -	\$ 67,721	\$ -
Concrete Fascia Beam Coating	\$ 88,317,000	\$ 3,955,039	\$ -	\$ -	\$ 1,423,629	\$ -	\$ 14,822,114	\$ -	\$ -	\$ 1,149,377	\$ -	\$ 5,578,973	\$ 600,312
Pedestrian fence, Traffic Barrier and Rails	\$ 14,151,000	\$ -	\$ -	\$ -	\$ 450,045	\$ -	\$ 2,748,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 592,624
Retaining Wall and Sound walls	\$ 13,436,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,037,508	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Replacements	\$ 60,827,000												
Intelligent Transportation System	\$ 41,211,000	\$ -	\$ 6,630,118	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,016,671	\$ -	\$ -	\$ -
Electronic Toll Collection	\$ 7,887,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,830,198	\$ -	\$ -	\$ -	\$ -	\$ -
Dispatch Tech	\$ 338,000	\$ -	\$ -	\$ -	\$ -	\$ 65,822	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79,588
Digital Messaging Sign	\$ 6,149,000	\$ -	\$ -	\$ 174,873	\$ -	\$ -	\$ -	\$ 1,949,172	\$ -	\$ -	\$ -	\$ -	\$ -
Travel Time	\$ 1,693,000	\$ -	\$ -	\$ 41,970	\$ -	\$ -	\$ -	\$ 545,768	\$ -	\$ -	\$ -	\$ -	\$ -
Road, Weather Information System	\$ 753,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,155	\$ -	\$ -	\$ -	\$ -	\$ -
Roadway Customer Service	\$ 2,795,000	\$ -	\$ -	\$ 216,782	\$ -	\$ -	\$ 235,163	\$ -	\$ -	\$ 255,102	\$ -	\$ -	\$ 276,732
Overhead	\$ 167,275,000												
Maintenance Department Overhead	\$ 66,676,000	\$ 1,646,597	\$ 1,691,878	\$ 1,738,405	\$ 1,786,211	\$ 1,835,332	\$ 1,885,803	\$ 1,937,663	\$ 1,990,949	\$ 2,045,700	\$ 2,101,957	\$ 2,159,760	\$ 2,219,154
Agency Overhead (DMF)	\$ 88,253,000	\$ 2,105,239	\$ 2,163,133	\$ 2,222,619	\$ 2,283,741	\$ 2,346,544	\$ 2,411,074	\$ 2,477,379	\$ 2,545,506	\$ 2,615,508	\$ 2,687,434	\$ 2,761,339	\$ 2,837,276
Agency Overhead (RMF)	\$ 12,346,000	\$ 294,505	\$ 302,604	\$ 310,926	\$ 319,476	\$ 328,262	\$ 337,289	\$ 346,564	\$ 356,085	\$ 365,887	\$ 375,949	\$ 386,288	\$ 396,911

Annual Operating and Major Maintenance Expenses

	Check Sums	08/31/2058	08/31/2059	08/31/2060	08/31/2061	02/28/2062	08/31/2062	02/28/2063	File Sum	TELA Sum
	2,41%	51	52	53	54	55				
Toll Collection Cost	\$ 1,112,276,803									
Interoperability (IOP)	\$ 12,963,836	\$ 522,422	\$ 532,807	\$ 564,658	\$ 574,890	\$ 298,422	\$ -	\$ -	\$ 12,963,836	\$ 12,963,836
Electronic Toll Collection (ETC)	\$ 534,196,400.37								\$ 534,196,400	\$ 534,196,400
Transaction Processing	\$ 163,958,257	\$ 6,300,931	\$ 6,517,169	\$ 6,755,911	\$ 6,979,839	\$ 3,531,413	\$ -	\$ -	\$ 163,958,257	
Account Maintenance	\$ 179,769,745	\$ 6,908,568	\$ 7,145,659	\$ 7,407,424	\$ 7,652,947	\$ 3,871,969	\$ -	\$ -	\$ 179,769,745	
VTOLL	\$ 4,229,046	\$ 148,718	\$ 153,814	\$ 159,440	\$ 164,720	\$ 83,338	\$ -	\$ -	\$ 4,229,046	
Credit Card Costs	\$ 186,239,354	\$ 7,550,667	\$ 7,700,796	\$ 8,161,175	\$ 8,309,089	\$ 4,313,200	\$ -	\$ -	\$ 186,239,354	
ZipCash	\$ 565,116,567								\$ 565,116,567	\$ 565,116,567
Image Processing/Review	\$ 16,597,234	\$ 583,102	\$ 603,085	\$ 625,164	\$ 645,871	\$ 326,788	\$ -	\$ -	\$ 16,597,234	
Initial Notice	\$ 222,960,663	\$ 7,833,165	\$ 8,101,603	\$ 8,398,205	\$ 8,676,373	\$ 4,389,936	\$ -	\$ -	\$ 222,960,663	
Late Notice	\$ 131,546,791	\$ 4,621,568	\$ 4,779,946	\$ 4,954,941	\$ 5,119,060	\$ 2,590,062	\$ -	\$ -	\$ 131,546,791	
Violation Notice	\$ 178,723,137	\$ 6,278,990	\$ 6,494,168	\$ 6,731,921	\$ 6,954,898	\$ 3,518,931	\$ -	\$ -	\$ 178,723,137	
Collection	\$ 4,501,066	\$ 158,134	\$ 163,553	\$ 169,541	\$ 175,156	\$ 88,623	\$ -	\$ -	\$ 4,501,066	
Citation/Court	\$ 412,059	\$ 14,477	\$ 14,973	\$ 15,521	\$ 16,035	\$ 8,113	\$ -	\$ -	\$ 412,059	
Credit Card Costs	\$ 10,095,351	\$ 356,402	\$ 360,769	\$ 385,082	\$ 389,490	\$ 202,898	\$ -	\$ -	\$ 10,095,351	
Present Value Cost for ZipCash Toll/Premium	\$ 280,267	\$ 9,846	\$ 10,184	\$ 10,557	\$ 10,906	\$ 5,518	\$ -	\$ -	\$ 280,267	
Operations & Maintenance	\$ 664,774,000									
Routine Maintenance - Roadway	\$ 518,651,000									
Roadway Maintenance Activities	\$ 382,113,000	\$ 13,027,255	\$ 13,385,505	\$ 13,753,606	\$ 14,131,830	\$ 7,260,228			\$ 382,113,040	\$ 382,113,000
Landscape Maintenance	\$ 9,166,000	\$ 323,381	\$ 332,274	\$ 341,411	\$ 350,800	\$ 180,223			\$ 9,166,132	\$ 9,166,000
Administration	\$ 10,701,000	\$ 354,380	\$ 374,400	\$ 384,696	\$ 395,275	\$ 203,073			\$ 10,701,431	\$ 10,701,000
Professional Services	\$ 85,690,000	\$ 2,936,009	\$ 3,016,749	\$ 3,099,710	\$ 3,184,952	\$ 1,636,269			\$ 85,689,599	\$ 85,690,000
Utilities	\$ 30,981,000	\$ 1,093,007	\$ 1,123,065	\$ 1,153,949	\$ 1,185,683	\$ 609,144			\$ 30,980,981	\$ 30,981,000
Routine Maintenance - Systems Support	\$ 146,123,000									
Intelligent Transportation System	\$ 9,665,000	\$ 305,676	\$ 313,563	\$ 321,653	\$ 329,951	\$ 169,232			\$ 9,664,974	
Electronic Toll Collection	\$ 11,609,000	\$ 367,486	\$ 376,967	\$ 386,693	\$ 396,670	\$ 203,452			\$ 11,609,059	
Fiber	\$ 16,801,000	\$ 532,312	\$ 546,046	\$ 560,134	\$ 574,585	\$ 294,705			\$ 16,800,506	
Dispatch Tech	\$ 876,000	\$ 27,349	\$ 28,054	\$ 28,778	\$ 29,521	\$ 15,141			\$ 876,091	
Digital Messaging Sign	\$ 8,599,000	\$ 271,288	\$ 278,288	\$ 285,468	\$ 292,833	\$ 150,194			\$ 8,598,859	
Travel Time	\$ 1,174,000	\$ 36,661	\$ 37,606	\$ 38,577	\$ 39,572	\$ 20,296			\$ 1,174,385	
Road, Weather Information System	\$ 1,174,000	\$ 36,661	\$ 37,606	\$ 38,577	\$ 39,572	\$ 20,296			\$ 1,174,385	
System Incident Management	\$ 37,458,000	\$ 1,220,632	\$ 1,252,124	\$ 1,284,429	\$ 1,317,567	\$ 675,780			\$ 37,458,313	
Police	\$ 26,172,000	\$ 819,302	\$ 840,440	\$ 862,124	\$ 884,367	\$ 453,592			\$ 26,171,853	
Roadway Customer Service	\$ 32,595,000	\$ 1,018,966	\$ 1,045,255	\$ 1,072,223	\$ 1,099,886	\$ 564,132			\$ 32,594,692	
									\$ 146,123,118	\$ 151,318,000
Major Maintenance, Capital Replacements	\$ 1,084,132,000									
Roadway Major Maintenance	\$ 1,023,305,000									
Pavement Maintenance	\$ 78,457,000	\$ 9,584,953	\$ -	\$ -	\$ 3,885,323	\$ -			\$ 78,456,654	
Pavement Rehabilitation	\$ 662,391,000	\$ -	\$ -	\$ 113,536,456	\$ -	\$ -			\$ 662,391,293	
Landscaping Rehabilitation	\$ 19,566,000	\$ -	\$ -	\$ -	\$ -	\$ 4,216,266			\$ 19,566,303	
Annual Inspection	\$ 70,622,000	\$ 2,676,489	\$ 2,770,166	\$ 2,867,122	\$ 2,967,472	\$ -			\$ 70,622,003	
Bridges Maintenance	\$ 75,081,000	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 75,080,509	
Pedestrian Bridge	\$ 1,284,000	\$ -	\$ 149,572	\$ -	\$ 447,336	\$ -			\$ 1,283,713	
Concrete Fascia Beam Coating	\$ 88,317,000	\$ -	\$ 14,697,486	\$ -	\$ 6,626,070	\$ -			\$ 88,317,223	
Pedestrian Fence, Traffic Barrier and Rails	\$ 14,151,000	\$ -	\$ 3,619,871	\$ -	\$ -	\$ -			\$ 14,150,768	
Retaining Wall and Sound walls	\$ 13,436,000	\$ -	\$ 3,999,818	\$ -	\$ -	\$ -			\$ 13,436,335	
Capital Replacements	\$ 60,827,000								\$ 60,827,135	\$ 61,298,000
Intelligent Transportation System	\$ 41,211,000	\$ -	\$ -	\$ -	\$ 9,693,193	\$ -			\$ 41,210,879	
Electronic Toll Collection	\$ 7,887,000	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 7,887,175	
Dispatch Tech	\$ 338,000	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 338,369	
Digital Messaging Sign	\$ 6,149,000	\$ 229,372	\$ -	\$ -	\$ -	\$ -			\$ 6,148,646	
Travel Time	\$ 1,693,000	\$ 55,049	\$ -	\$ -	\$ -	\$ -			\$ 1,692,953	
Road, Weather Information System	\$ 753,000	\$ -	\$ -	\$ -	\$ -	\$ -			\$ 752,867	
Roadway Customer Service	\$ 2,796,000	\$ -	\$ -	\$ 300,196	\$ -	\$ -			\$ 2,796,246	
Overhead	\$ 167,275,000									
Maintenance Department Overhead	\$ 66,676,000	\$ 2,280,181	\$ 2,342,886	\$ 2,407,315	\$ 2,473,516	\$ 1,270,769			\$ 66,675,612	\$ 66,676,000
Agency Overhead (OMF)	\$ 88,253,000	\$ 2,915,301	\$ 3,653,314	\$ 4,429,713	\$ 4,551,530	\$ 2,338,348			\$ 88,252,509	\$ 88,253,000
Agency Overhead (RMF)	\$ 12,346,000	\$ 407,826	\$ 511,068	\$ 619,679	\$ 636,721	\$ 327,115			\$ 12,345,780	\$ 12,346,000

APPENDIX C
FORM OF CONSTRUCTION FUND REQUISITION CERTIFICATE

Construction Fund Requisition Certificate
Pursuant to Sections 402(f) and 402(h) of the Trust Agreement

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
Dallas TX 75202
Attention Corporate Trust Services

Date: [,]]
Requisition No.

Reference is made to Sections 402(f) and 402(h) of the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway (the "Authority"), and Wells Fargo Bank, National Association, in its capacity as Trustee (the "Trustee"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

The Authority hereby requests that the Trustee withdraw and pay from amounts on deposit in the accounts of Construction Fund and the BANs Construction Fund in the amounts, for the purposes, and to the payees, in each case as set forth on Schedule 1 attached hereto.¹

The Authority hereby requests that the Trustee withdraw and advance to the Authority from amounts on deposit in the accounts of Construction Fund and the BANs Construction Fund in the amounts, for the purposes, on the dates, and to the payees, in each case as set forth on Schedule 1 attached hereto.²

In support of such request, the undersigned, on behalf of the Authority, hereby represent and certify, as of the date hereof, as follows:

1. The undersigned are Board Representatives of the Authority duly authorized by the Authority to execute and deliver this Certificate.

[2. The obligations in the stated amounts referred to in Schedule 1 have been incurred by the Authority, and each item thereof is a proper charge against the Construction Fund and the BANs Construction Fund, as applicable, and has not been paid.]³

3. There has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of Counsel for the Authority, and affects the right to receive payment of any of the money payable to any of the

¹ Check if the Trustee is to be instructed to pay the payees.

² Check if the Trustee is to advance funds to the Authority to pay payees.

³ Not required for requisition under section 402(h)

persons, firms or corporations named in such requisition, which has not been released or will not be released simultaneously with such payments.

[4. This requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.]⁴

5. No payment default exists under the Trust Agreement, and no other default exists under the Trust Agreement which has not been disclosed to the Trustee, and the Authority will use its best efforts to cure any such default if it exists.

6. With respect to all items payable on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, attached hereto and made a part hereto is a statement in the form attached hereto as Annex 1 and signed by the PMO or Consulting Engineers certifying that each such obligation has been properly incurred for purposes of constructing and completing the Project and is then due and unpaid, that such obligation is a proper charge against the Construction Fund and the BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers.

7. Any payments from the BANs Construction Fund shall be applied solely to pay Eligible Project Costs in accordance with the requisition requirements and other terms and conditions of the TIFIA Loan Agreement. Attached hereto are such requisitions and such supporting documentation as shall be required by the TIFIA Loan Agreement.

8. If any item contained in this Requisition is for the payment for any real property, such real property is described in Schedule 1 attached hereto and attached hereto are: (i) a statement signed by the PMO or Consulting Engineers certifying that in their opinion the acquisition of such property is necessary or advisable in connection with the construction or operation of the Project; and (ii) either (A) an opinion signed by Counsel for the Authority that at the time of making such payment the Authority has or will have good title to, or an easement in or over, said real property sufficient for the purposes of the Authority, and free from all liens and encumbrances except liens or encumbrances which, in the opinion of said counsel, do not have a materially adverse effect upon the Authority's right to use said real property for the purposes intended or which have been or will be adequately guarded against by a bond or contract of indemnity, guaranty, or insurance; or (B) a statement by Counsel for the Authority that such title has been or will be insured by a title insurance company satisfactory to such counsel, guaranteeing good title in the authority free and clear of all liens and encumbrances other than those which in the opinion of said counsel do not have a materially adverse effect upon the Authority's right to use said real property for the purpose intended; or (C) if any payment

⁴ Not required for requisition under section 402(h)

requested by a requisition be a payment for an option to purchase, a quitclaim deed, a lease, or release, or on a contract to purchase, or is otherwise for the acquisition of a right or interest in lands which is less than a fee simple or perpetual easement, or if such payment be part payment for any such purpose, the written approval of Counsel for the Authority of the acquisition of such lesser right or interest.

IN WITNESS WHEREOF, the Authority has caused this Construction Fund Requisition Certificate to be executed and delivered by its Board Representatives as of the day and year first above written.

NORTH TEXAS TOLLWAY AUTHORITY

By: _____

Name:

Title: Board Representative

By: _____

Name:

Title: Board Representative

Schedule 1
to Construction Fund Requisition Certificate

WITHDRAWALS FROM CONSTRUCTION FUND

FROM THE SERIES 2011 CONSTRUCTION ACCOUNT

Payee	Amount	Purpose	Wire Instructions/Address
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FROM THE CIF CONSTRUCTION ACCOUNT

Payee	Amount	Purpose	Wire Instructions/Address
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WITHDRAWALS FROM THE BANS CONSTRUCTION FUND

Payee	Amount	Purpose	Wire Instructions/Address
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FORM OF CONSULTING ENGINEER/PMO CERTIFICATE

Consulting Engineer's/PMO's Certificate

[Date]

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
MAC T5303-022
Dallas TX 75202
Attention Corporate Trust Services

This Certificate is delivered to you pursuant to (a) the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway Authority (the "Authority") and Wells Fargo Bank, National Association., in its capacity as Trustee; and (b) that certain Construction Fund Requisition Certificate of the Authority dated [_____, ____] (the "Construction Fund Requisition Certificate"). Capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Trust Agreement.

The [Consulting Engineer] [PMO] has, to the extent it has deemed it necessary, discussed matters believed pertinent to this Certificate with the Authority and appropriate third parties. The [Consulting Engineer] [PMO] has performed the services in a professional manner using sound project management and supervisory principles and procedures and in accordance with the standards of care for the level of services as practiced by consulting engineers on similar projects. The [Consulting Engineer] [PMO] represents that it has the required skills and capacity to perform such services in the foregoing manner and has made such reviews, examinations and investigations as the [Consulting Engineer] [PMO] believed in its professional capacity to be reasonably necessary.

The [Consulting Engineer] [PMO] has reviewed the Construction Fund Requisition Certificate to its satisfaction and the amounts requested to be withdrawn therefrom and the applications thereof for all items payable on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority and certifies that each such obligation has been properly incurred for purposes of constructing and completing the Project and is then due and unpaid, that such obligation is a proper charge against the Construction Fund or the BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually

performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers.

The undersigned certifies that he is duly authorized to execute and deliver this Certificate on behalf of the [Consulting Engineer] [PMO].

_____ as [Consulting Engineer] [PMO]

By: _____
Name:
Title:

APPENDIX D
FORM OF CONDEMNATION WITHDRAWAL REQUISITION CERTIFICATE

Condemnation Withdrawal Requisition Certificate
Pursuant to Section 402(e) of the Trust Agreement

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
MAC T5303-022
Dallas TX 75202
Attention Corporate Trust Services

Date: [,]
Requisition No.

Reference is made to Section 402(e) of the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway (the "Authority), and Wells Fargo Bank, National Association, in its capacity as Trustee (the "Trustee"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

In connection with the acquisition by the Authority of real property by condemnation of real property or other property as provided in the Turnpike Act, the Authority hereby requests that the Trustee withdraw from amounts on deposit in the accounts of Construction Fund and/or the BANs Construction Fund in the amounts, for the purposes and to either pay persons or deposit in the court in which the condemnation proceedings for condemnation shall be pending, in each case as set forth on Schedule 1 attached hereto.

The undersigned certify that (i) they are Board Representatives, and (ii) if the withdrawal is from the TIFIA Account of the Construction Fund, the payments to be made therefrom constitute Eligible Project Costs.

In support of such request, attached hereto are: (i) a statement signed by the PMO or the Consulting Engineers, certifying that in their opinion the acquisition of the property being acquired is necessary in connection with the construction, operation or maintenance of the Project; and (ii) a statement signed by Counsel for the Authority stating the amount of compensation necessary to be paid or stating the amount necessary to be deposited with the court.

Signature page follows

IN WITNESS WHEREOF, the Authority has caused this Condemnation Withdrawal Requisition Certificate to be executed and delivered by its Board Representatives as of the day and year first above written.

NORTH TEXAS TOLLWAY AUTHORITY

By: _____

Name:

Title: Board Representative

By: _____

Name:

Title: Board Representative

Schedule 1
to Condemnation Withdrawal Certificate

WITHDRAWALS FROM CONSTRUCTION FUND

FROM THE SERIES 2011 CONSTRUCTION ACCOUNT

Payee/ Court	Amount	Wire Instructions/Address
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FROM THE CIF CONSTRUCTION ACCOUNT

Payee/ Court	Amount	Wire Instructions/Address
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WITHDRAWALS FROM THE BANS CONSTRUCTION FUND

Payee/ Court	Amount	Wire Instructions/Address
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APPENDIX E
FORM OF REVOLVING FUND REIMBURSEMENT REQUISITION CERTIFICATE

Revolving Fund Reimbursement Requisition Certificate
Pursuant to Section 402(g) of the Trust Agreement

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
MAC T5303-022
Dallas TX 75202
Attention Corporate Trust Services

Date: [,]
Requisition No.

Reference is made to Section 402(g) of the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway (the "Authority), and Wells Fargo Bank, National Association, in its capacity as Trustee (the "Trustee"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

The Authority hereby requests that it be paid from amounts in the Construction Fund and/or the BANs Construction Fund reimbursement for amounts the Authority has heretofore made from a revolving fund created by the Authority for the purpose of paying such items of Cost of the Project which in the Authority's opinion, cannot be conveniently paid as otherwise provided in the Trust Agreement, such payments having been made to the payee and in the amount specified in Schedule 1 attached hereto. Further, Schedule 1 contains a description of the purpose of each payment from the revolving fund.

In support of such request, the undersigned on behalf of the Authority hereby represents and certifies, as of the date hereof, as follows:

1. The undersigned are Board Representatives of the Authority duly authorized by the Authority to execute and deliver this Certificate.

2. Each payment described in Schedule 1 was a necessary item of the Cost of the Project, and each item contained in this Requisition could not be conveniently paid except from such revolving fund.

[3. The obligations in the stated amounts referred to in Schedule 1 have been paid by the Authority, and each item thereof is a proper charge against the Construction Fund and the

BANs Construction Fund, as applicable, and has not previously been paid out of the Construction Fund or the BANs Construction Fund.]⁵

4. There has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of Counsel for the Authority, and affects the right to receive payment of any of the money payable to any of the persons, firms or corporations named in Schedule I, which was not released prior to such payments or was not released simultaneously with such payments.

[5. This requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.]⁶

6. No payment default exists under the Trust Agreement, and no other default exists under the Trust Agreement which has not been disclosed to the Trustee, and the Authority will use its best efforts to cure any such default if it exists.

7. With respect to all items payable on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority, attached hereto and made a part hereto is a statement in the form attached hereto as Annex 1 and signed by the PMO or Consulting Engineers certifying that each such obligation has been properly incurred for purposes of constructing and completing the Project and was then due and unpaid at the time of payment by the Authority, that such obligation is a proper charge against the Construction Fund and the BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers.

8. Any payments from the BANs Construction Fund shall be applied solely to pay Eligible Project Costs in accordance with the requisition requirements and other terms and conditions of the TIFIA Loan Agreement. Attached hereto are such requisitions and such supporting documentation as shall be required by the TIFIA Loan Agreement.

9. If any item contained in this Requisition is for the reimbursement on account of the payment for any real property, attached hereto are: (i) a statement signed by the PMO or Consulting Engineers certifying that in their opinion the acquisition of such property is necessary or advisable in connection with the construction or operation of the Project; and (ii) either (A) an opinion signed by Counsel for the Authority that at the time of making such payment the Authority has or will have good title to, or an easement in or over, said real property sufficient for the purposes of the Authority, and free from all liens and encumbrances except liens or encumbrances which, in the opinion of said counsel, do not have a materially adverse effect upon

⁵ Not required for requisition for real property

⁶ Not required for requisition for real property

the Authority's right to use said real property for the purposes intended or which have been or will be adequately guarded against by a bond or contract of indemnity, guaranty, or insurance; or (B) a statement by Counsel for the Authority that such title has been or will be insured by a title insurance company satisfactory to such counsel, guaranteeing good title in the authority free and clear of all liens and encumbrances other than those which in the opinion of said counsel do not have a materially adverse effect upon the Authority's right to use said real property for the purpose intended; or (C) if any payment requested by a requisition be a payment for an option to purchase, a quitclaim deed, a lease, or release, or on a contract to purchase, or is otherwise for the acquisition of a right or interest in lands which is less than a fee simple or perpetual easement, or if such payment be part payment for any such purpose, the written approval of Counsel for the Authority of the acquisition of such lesser right or interest or (D) if the payment is for reimbursement an account of payment, or securing payment by deposit, of compensation in any condemnation case, a statement signed by Counsel for the Authority stating the amount of compensation necessary to be paid or stating the amount necessary to be deposited with the court.

10. If any item contained in this Requisition is for the reimbursement on account of the payment, or securing payment by deposit, of compensation in any condemnation case, attached hereto are: (i) a statement signed by the PMO or the Consulting Engineers, certifying that in their opinion the acquisition of such property is necessary in connection with the construction, operation or maintenance of the Project; and (ii) a statement signed by Counsel for the Authority stating the amount of compensation necessary to be paid or stating the amount necessary to be deposited with the court.

IN WITNESS WHEREOF, the Authority has caused this Revolving Fund Reimbursement Certificate to be executed and delivered by its Board Representatives as of the day and year first above written.

NORTH TEXAS TOLLWAY AUTHORITY

By: _____
Name:
Title: Board Representative

By: _____
Name:
Title: Board Representative

Schedule 1
to Revolving Fund Reimbursement Requisition Certificate

All amounts shall be paid to the Authority at [Wire Instructions/Address].

WITHDRAWALS FROM CONSTRUCTION FUND

FROM THE SERIES 2011 CONSTRUCTION ACCOUNT

<u>Original Payee</u>	<u>Amount</u>	<u>Purpose</u>
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FROM THE CIF CONSTRUCTION ACCOUNT

<u>Original Payee</u>	<u>Amount</u>	<u>Purpose</u>
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WITHDRAWALS FROM THE BANS CONSTRUCTION FUND

<u>Original Payee</u>	<u>Amount</u>	<u>Purpose</u>
-----------------------	---------------	----------------

FORM OF CONSULTING ENGINEER/PMO CERTIFICATE

Consulting Engineer's/PMO's Certificate

[Date]

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
MAC T5303-022
Dallas TX 75202
Attention Corporate Trust Services

This Certificate is delivered to you pursuant to (a) the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway Authority (the "Authority") and Wells Fargo Bank, National Association., in its capacity as Trustee; and (b) that certain Revolving Fund Reimbursement Requisition Certificate of the Authority dated [_____, ____] (the "Revolving Fund Reimbursement Requisition Certificate"). Capitalized terms used herein but not otherwise defined shall have the respective meanings set forth in the Trust Agreement.

The [Consulting Engineer] [PMO] has, to the extent it has deemed it necessary, discussed matters believed pertinent to this Certificate with the Authority and appropriate third parties. The [Consulting Engineer] [PMO] has performed the services in a professional manner using sound project management and supervisory principles and procedures and in accordance with the standards of care for the level of services as practiced by consulting engineers on similar projects. The [Consulting Engineer] [PMO] represents that it has the required skills and capacity to perform such services in the foregoing manner and has made such reviews, examinations and investigations as the [Consulting Engineer] [PMO] believed in its professional capacity to be reasonably necessary.

The [Consulting Engineer] [PMO] has reviewed the Revolving Fund Reimbursement Requisition Certificate to its satisfaction and the amounts requested to be withdrawn from the Construction Fund and BANs Construction Fund and the application thereof for all items paid by the Authority on account of all obligations incurred for construction or engineering work and for acquisition of materials, equipment or supplies (other than for administrative office purposes) and for labor hired by the Authority to do construction work, and with respect to all items of payment to be made in reimbursing utility or railroad companies or others for obligations incurred by them pursuant to agreement with the Authority and certifies that each such obligation has been properly incurred for purposes of constructing and completing the Project and was then due and unpaid, that such obligation is a proper charge against the Construction Fund or the BANs Construction Fund, as applicable, and that, insofar as such obligation was incurred for

work, materials, equipment or supplies, such work was actually performed, or such materials, equipment or supplies were actually installed, or delivered at the site of the work for that purpose, or delivered for storage or fabrication at a place or places approved by the PMO or Consulting Engineers.

The undersigned certifies that he is duly authorized to execute and deliver this Certificate on behalf of the [Consulting Engineer] [PMO].

_____ as [Consulting Engineer] [PMO]

By: _____
Name:
Title:

APPENDIX F

FORM OF REQUISITION CERTIFICATE DURING CONSTRUCTION STEP-IN

Certificate And Requisition For Payment
Pursuant to Section 402(n) of the Trust Agreement

DATE: [Month], [Year]

Wells Fargo Bank, National Association, Trustee
1445 Ross Ave., 2nd Floor
Dallas TX 75202
Attention Corporate Trust Services

DRAW REQUEST NO.: _____

<u>DESCRIPTION SUMMARY¹</u>	<u>AMOUNT</u>
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

Reference is made to Section 402(n) of the Trust Agreement, dated as of April 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trust Agreement"), by and between the North Texas Tollway (the "Authority), and Wells Fargo Bank, National Association, in its capacity as Trustee (the "Trustee"). Capitalized terms used herein but not defined herein shall have the respective meanings assigned thereto in the Trust Agreement.

TxDOT does hereby certify to the Trustee that: (i) each item submitted herewith is a Cost of the Project and has not been paid pursuant to a previous TxDOT draw request, (ii) such requisition contains no item representing payment on account of any retainage which TxDOT is as of the date of this requisition not entitled to release, (iii) there has not been filed with or served upon TxDOT legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of Counsel to TxDOT and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment, (iv) if TxDOT is utilizing a general consulting engineer during a Construction Step-In, attached hereto is the Certificate of General Consulting Engineer, and (v) if the Trustee shall fund an amount equal to all or a portion of the

amount requested herein from monies credited to Funds and Accounts other than the Construction Fund in accordance with Section 402(m) of the Trust Agreement, evidence of the commencement of the Construction Funds Shortfall Claim (as defined in the Direct Agreement) against the Authority or the waiver thereof by the TIFIA Lender.

Please remit funds by wire transfer to [Wiring instructions]

Texas Department of Transportation

By: _____
TxDOT Representative

¹Include appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid, the purpose for which such obligation was incurred, and the fund to be utilized.

REAL PROPERTY CERTIFICATIONS*

As Counsel to TxDOT we certify the following with respect to the [acquisitions] and/or [condemnation] of real property for the Project.

[insert as applicable]

Either:

(i) at the time of making such payment TxDOT has or will have good title to, or an easement in or over, said real property sufficient for the purposes of the Authority, and free from all liens and encumbrances except liens or encumbrances which, in our opinion, do not have a materially adverse effect upon the Authority's right to use the real property for the purposes intended or which have been or will be adequately guarded against by a bond or contract or indemnity, guaranty or insurance;

(ii) title to such real property has been or will be insured by a title insurance company, guaranteeing good title in the Authority free and clear of all liens and encumbrances other than those which in our opinion do not have a materially adverse effect upon [the Authority's] right to use the real property for the purpose intended;

(iii) the acquisition of a right or interest in real property which is less than fee simple or perpetual easement is hereby approved and is sufficient for the purposes of the Authority's; or

(iv) in the condemnation case of _____ the amount of \$ _____ is necessary compensation to be paid or deposited with the Court.

Counsel to TxDOT

By: _____
Title: _____

*These additional certifications are required only if any item for payment involves acquisition or condemnation of real property.

CERTIFICATION OF GENERAL ENGINEERING CONSULTANT*

As General Engineering Consultant for the Project, we hereby certify the following in connection with Certificate and Requisition for Payment Draw Request No. _____:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid pursuant to previous TxDOT draw requests;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed in the Project or have delivered at the site and are covered by the builders' risk insurance;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders.

[If an item for payment includes real property:

- (vi) acquisition of such property is necessary or advisable in connection with the construction or operation of the Project.]

General Engineering Consultant

By: _____
Title: _____

*This additional certification required only if TxDOT utilizes a general engineering consultant during Construction Step-In.