



NORTH TEXAS TOLLWAY AUTHORITY

5900 West Plano Parkway | Plano, Texas 75093 | (214) 461-2000 | Fax (214) 528-4826 | www.ntta.org

June 26, 2013

## REQUISITION FOR DISBURSEMENT OF SECURED LOAN PROCEEDS

United States Department of Transportation

c/o TIFIA Joint Program Office (HITJ)

Federal Highway Administration

Room E64-301

1200 New Jersey Avenue, SE

Washington, D.C. 20590

Federal Highway Administration

Texas Division Office

300 8th Street, Room 826

Austin, Texas, 78701

Attention: Division Administrator

Re: STATE HIGHWAY 161 PROJECT (TIFIA # 2009-1001A)

Ladies and Gentlemen:

Pursuant to Section 4 of the Secured Loan Agreement, dated as of April 1, 2011 (the "Secured Loan Agreement"), by and between the NORTH TEXAS TOLLWAY AUTHORITY (the "Borrower") and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the "Lender"), we hereby request disbursement in the amount of **\$399,968,010.21** for Eligible Project Costs. Capitalized terms used but not defined herein have the meaning set forth in the Secured Loan Agreement. In connection with this Requisition the undersigned does hereby represent and certify the following:

1. This Requisition is Requisition number **1**.
2. The requested date of disbursement is **August 23, 2013**.
3. The aggregate principal amounts previously disbursed under the Secured Loan Agreement equal **\$0**.
4. The amounts hereby requisitioned have been incurred by or on behalf of the Borrower for Eligible Project Costs, and such amounts, together with the amounts set forth in paragraph 3 above, will not exceed as of the requested disbursement date 33% of reasonably anticipated Eligible Project Costs.

5. The amount of this Requisition, together with all prior Requisitions, does not exceed the amount of the Secured Loan, and the amount of this Requisition together with the sum of all disbursements of Secured Loan proceeds made and to be made for the current year will not exceed the cumulative disbursements through the end of the current year as set forth in the Anticipated Secured Loan Disbursement Schedule.
6. All amounts requisitioned hereunder are for Eligible Project Costs which have not been paid for or reimbursed by any previous disbursement from Secured Loan proceeds.
7. All documentation evidencing the Eligible Project Costs to be paid for or reimbursed by the disbursement has been delivered by the Borrower at the times and in the manner specified by the Secured Loan Agreement.
8. The representations and warranties contained in Section 14 of the Secured Loan Agreement (other than those representations and warranties contained in clauses (b), (i), (k) and (l) of Section 14 thereof) are true and correct on and as of the date hereof.
9. The Borrower is in compliance with all of the terms and conditions of the Secured Loan Agreement and there does not currently exist a Default under the Secured Loan Agreement.
10. The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1), to the extent the Government deems appropriate.
11. A copy of this requisition has been delivered to each of the above named addressees.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Borrower.
13. The wire instructions are:  
Wells Fargo Bank, N.A.  
Aba# 121-000-248  
Acct# 000-1038377-CTS Clearing  
FCC: 16418229- NTTA SPS 2nd Tier Rev Note (TIFIA-No 2009-1001A) ESC FD

**NORTH TEXAS TOLLWAY AUTHORITY**

Date: 6-26-2013

By 

Name: Janice D. Davis

Title: AED of Strategic and Innovative Solutions