EXHIBIT 4

TOLL REGULATION

A. User Classifications

"User Classifications" are defined by (a) occupancy combined with (b) either (i) vehicle dimensions and the presence or absence of one or more trailers as follows: Exempt Vehicles, High Occupancy Vehicles, Motorcycles, Single Occupancy Vehicles, Automobiles with one trailer, Large trucks, Large trucks with one trailer and Large trucks with more than one trailer or (ii) vehicle axle count as follows: Exempt Vehicles, High Occupancy Vehicles, Motorcycles, vehicles with 2 axles, vehicles with 3 axles, vehicles with 4 axles, vehicles with 5 axles and vehicles with 6 axles and (c) the class of Special Vehicles. The size of a trailer, or the combination of vehicle and trailer dimensions, does not affect a User Classification unless the combined dimensions exceed the characteristics of a Special Vehicle. The following definitions shall apply:

1. "Single Occupancy Vehicles" means motor vehicles other than Motorcycles without trailers, not larger than 20 feet in length, eight and a half feet in width and seven feet in height, with one person as an occupant.

2. "High Occupancy Vehicles" means motor vehicles without trailers, not larger than 20 feet in length, eight and a half feet in width and seven feet in height, with a minimum number of persons as occupants. The minimum number of occupants shall, as of the Effective Date, be two persons, but the minimum number of occupants may be changed at any time by written notice from TxDOT to Developer to either three persons or two persons, in TxDOT's sole discretion.

3. "Automobiles with one trailer" means Single or High Occupancy Vehicles pulling one trailer, and the combined dimensions of the vehicle and trailer do not exceed the dimensions of a Special Vehicle.

4. "Large Trucks" means motor vehicles larger than Single Occupancy Vehicles but not larger than 46 feet in length, eight and a half feet in width and 12 feet in height.

5. "Large Trucks with one trailer" means Large Trucks pulling one trailer, and the combined dimensions of the vehicle and trailer do not exceed the dimensions of a Special Vehicle.

6. "Large Trucks with more than one trailer" means Large Trucks pulling more than one trailer, and the combined dimensions of the vehicle and all of its trailers do not exceed the dimensions of a Special Vehicle.

7. "Motorcycles" means motor vehicles with two or three wheels not larger than Single Occupancy Vehicles.

8. "Special Vehicles" means motor vehicles meeting one or more of the following characteristics: (i) over eight and a half feet in width; (ii) over 14 feet in height; (iii) over 73 and a half feet in length; (iv) over 80,000 pounds in weight; or (v) otherwise required to obtain a permit for travel on Highways under applicable Law.

B. Toll Segments

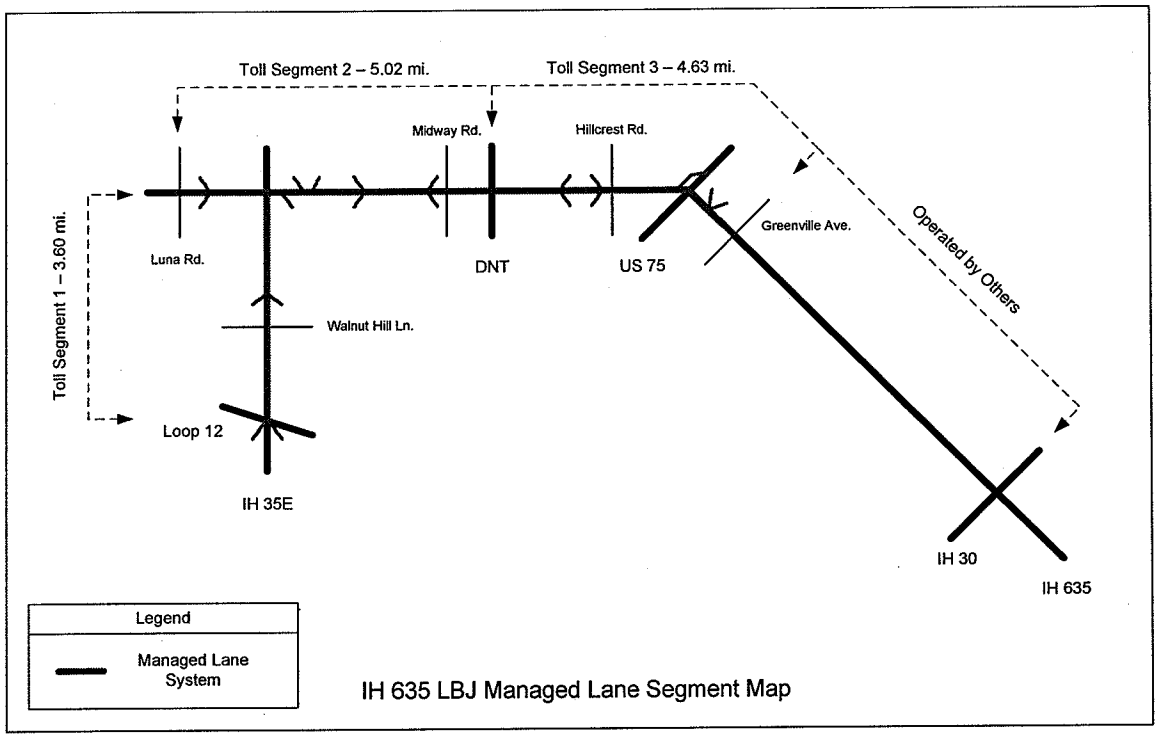
1. The Managed Lanes are divided into toll segments ("Toll Segments"), measured between defined points. Toll Segment lengths are calculated along the centerline of the Managed Lanes and do not incorporate entrance and exit ramp lengths. The minimum Toll Segments required for the Managed Lanes are defined in Table B-1. For reference, see Figure B-1. Notwithstanding anything to the contrary herein, each Toll Segment shall be deemed to consist of only those Project Segments (or portions of Project Segments) within the Toll Segment that have achieved Service Commencement.

Table B-1

Toll Segment	Description	Point (STA)	Point (STA)	Length (mi.)
1	Loop 12 to IH 635	990+00	710+42 [1]	3.60
1a	IH 35E Capacity Improvement Section	IH 35E – 1049+93 IH 635 – 10580+56	IH 35E – 710+42[1] IH 635 – 49+35[2]	IH 35E – 2.47 IH 635 – 0.68
2	Luna Road to the Dallas North Tollway	10565+00	262+55 [2]	5.02
3	The Dallas North Tollway to US 75	262+55	507+00	4.63

[1] Station equation: 1153+81.75 BK = 684+00 AH
[2] Station equation: 10607+37 BK = 40+00 AH

Figure B-1



2. Developer shall not modify the Toll Segments unless it submits a justification to and receives a written approval from TxDOT in TxDOT's sole discretion before implementation.

C. Toll Operations

1. During the initial 180 days after the first Service Commencement Date, Developer shall operate the Managed Lanes in each Toll Segment in Schedule Mode. After the initial 180 days after the first Service Commencement Date, Developer shall operate the Managed Lanes in each Toll Segment in Dynamic Mode.

2. At each entry point to each Toll Segment, Developer shall include a sign or a series of signs ("Toll Information Sign") that displays pricing for a minimum of the Toll Segment to be entered and a maximum of three Toll Segments. The Toll Information Signs shall meet the requirements of the Manual on Uniform Traffic Control Devices with reference to signage and be located to provide sufficient time for vehicles to elect not to enter the Toll Segment.

3. Notwithstanding anything herein to the contrary, under no circumstances shall a User be charged more than the lowest of the following: (a) a toll based on the latest published Base Toll Schedule (when in Schedule Mode); (b) a toll based on the latest published temporary discounts (if any); (c) a toll based on the latest published schedule of Toll Factors; (d) a toll based on the latest published schedule of Toll Segment Lengths (as defined in Section F.6); or (e) what is displayed to the User in any Toll Information Sign.

4. If Developer desires to establish or cancel a temporary discount with respect to any toll, it shall give written notice of the establishment or cancellation to TxDOT prior to implementation or withdrawal thereof.

5. At all times after 15 days prior to the first Service Commencement Date, Developer shall make available on an Internet website, through a telephonic request and upon request at Developer's offices during reasonable business hours, by facsimile copy without charge or by mailing a copy if the written request is accompanied by a self-addressed stamped envelope, the then-current Base Toll Schedule (when in Schedule Mode), temporary discounts (if any), schedule of Toll Factors for each User Classification, schedule of Toll Segment Lengths, schedule of Video Transaction Toll Premiums and schedule of Incidental Charges.

6. Subject to Section 3.1 of the Agreement, Developer shall have the right to charge a Toll Segment Toll (as defined in Section F.1). For the avoidance of doubt, in the event Developer is not subject to the NTTA Tolling Services Agreement or the TxDOT Tolling Services Agreement, Developer may charge, for example, trip tolls equal to the sum of all applicable Toll Segment Tolls within a completed entry to and exit from the Managed Lanes.

D. Schedule Mode

The requirements set forth in this Section D shall apply while in Schedule Mode.

1. Not later than 180 days before the first Service Commencement Date, Developer shall prepare and submit to TxDOT for review and comment a schedule showing the Base Toll for each Toll Segment and direction for each hour of the week during non-Peak Periods and for each half hour of the week during Peak Periods in the format set forth in Table D-1 below (the "Base Toll Schedule"), any temporary discounts in accordance with Section C.4, a schedule of initial Toll Segment Lengths in accordance with Section F.6, a schedule of initial Toll Factors in accordance with Section F.2, a schedule of Video Transaction Toll Premiums in accordance with Section H (if applicable) and a schedule of Incidental Charges in accordance with Section I.

Table D-1
Sample Toll Segment Base Toll Schedule Windows

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
6:30 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
7:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
7:30 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
8:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
8:30 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
9:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
10:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
11:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
12:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
1:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
2:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX

3:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
3:30 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
4:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
4:30 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
5:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
5:30 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
6:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
6:30 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
7:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
8:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
9:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
10:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
11:00 PM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
12:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
1:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
2:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
3:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
4:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX
5:00 AM	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX	$X.XX

OCCUPANCY	
	= Peak Periods
	= Non-Peak Periods

2. Not later than 120 days before the first Service Commencement Date, Developer shall publish the initial Base Toll Schedule, temporary discounts (if any), schedule of initial Toll Segment Lengths, schedule of initial Toll Factors, schedule of Video Transaction Toll Premiums and schedule of Incidental Charges as follows:

   a. Developer shall publish such information in two English-language newspapers and one Spanish-language newspaper having general circulation in the vicinity of the Project and on an Internet website for general public viewing (i.e., non-passcode).

   b. Developer shall publish a second notice not later than 10 days before the first Service Commencement Date in the same newspapers and website.

3. Subject to Section F.4, during Schedule Mode, if Developer desires to implement any change to the Base Toll Schedule, at least seven days prior to the effective date of any change Developer shall provide TxDOT with a written revised Base Toll Schedule and shall publish such schedule in the same manner as set forth in Sections D.2.a and D.2.b.

E. Dynamic Mode

The requirements set forth in this Section E shall apply while in Dynamic Mode. In addition, Developer may elect to continue publishing any tolling information including the Base Toll Schedule while in Dynamic Mode.

Developer shall maintain indicative averages (which may include historical or other relevant information) for a minimum of the previous 180 days (or such lesser period if less than 180 days of Dynamic Mode have elapsed), broken out by Toll Segment and direction during a

minimum of every hour during non-Peak Periods and every half hour during Peak Periods, of Base Tolls on the Managed Lanes or as otherwise approved by TxDOT, and the applicable Toll Segment Lengths, Toll Factors and Video Transaction Toll Premiums. Developer shall make this information available, to any member of the public, on an Internet website, through a telephonic request and upon request at Developer's offices during reasonable business hours, by facsimile copy without charge or by mailing a copy if the written request is accompanied by a self-addressed stamped envelope.

F. Toll Calculation

1. Toll Segment Toll

"Toll Segment Toll" with respect to a Toll Segment means the product of the Base Toll multiplied by the Toll Factor, rounded to the nearest five cents ($0.05).

2. Toll Factor

a. Developer shall determine the toll factor for each User Classification (the "Toll Factor"). Each Toll Factor shall not exceed the applicable Maximum Toll Factor as shown in Table F-1. Any proposed change by Developer to Table F-1 shall constitute a proposed change in User Classification subject to the provisions of Section 3.4 of the Agreement.

Table F-1
Size/Occupancy-Based Classification

User Classification	Maximum Toll Factor
Exempt Vehicles	0.0
HOV and Motorcycles for valid transponder account holders that self-declare (or are otherwise identified) as HOVs or Motorcycles during Peak Periods during the HOV Discount Period	Discount Factor
SOV (and HOV and Motorcycles other than above)	1.0
Automobiles with one trailer	2.0
Large trucks	3.0
Large trucks with one trailer	4.0
Large trucks with more than one trailer	5.0

b. Subject to Section F.2.a, if Developer desires to change the Toll Factors, at least 15 days prior to the effective date of any change Developer shall provide TxDOT with a written revised schedule of Toll Factors and shall publish such schedule in the same manner (without reference to the time periods) as set forth in Sections D.2.a and D.2.b.

3. Base Toll

The "Base Toll" for each Toll Segment is defined as the Base Toll Rate multiplied by the Toll Segment Length.

4. Base Toll Rates

a. Subject to Section F.5, Developer shall set the toll rates for each Toll Segment and direction (the "Base Toll Rates").

b. Subject to Section F.5, during Schedule Mode, Developer shall have the right to change the Base Toll Rates at any time, but not more frequently than once every month.

c. Subject to Section F.5, during Dynamic Mode, Developer shall have the right to change the Base Toll Rates at any time, but not more frequently than once every 5 minutes.

5. Base Toll Rate Cap

a. The "Base Toll Rate Cap" shall initially be $0.75 per mile per Toll Segment per direction and shall be adjusted every year, beginning January 1, 2010, by a percentage equal to the percentage increase in the CPI between the CPI for the second to last December before the date of the increase and the CPI for the last December before the date of the increase.

b. Notwithstanding anything herein to the contrary, during the initial 180 days after the first Service Commencement Date, the toll rate may not exceed $0.75 per mile traveled, regardless of traffic conditions, except with TxDOT's prior written approval in TxDOT's sole discretion.

c. After the initial 180 days after the first Service Commencement Date, subject to the requirement that Developer may not change the Base Toll Rate more frequently than once every five minutes, the Base Toll Rates may exceed the Base Toll Rate Cap only if Developer complies with the following provisions:

i. If each of the highest five of the ten previous Average Volumes in a Toll Segment is more than 3300 pce/h on 2 lane facilities or more than 5100 pce/h on 3 lane facilities, or if each of the lowest five of the ten previous Average Speeds in a Toll Segment is lower than 50 mph, then the Base Toll Rate in such Toll Segment shall immediately (subject to the requirement that Developer may not change the Base Toll Rate more frequently than once every five minutes) be increased by multiplying the then-existing Base Toll Rate by a Demand Factor between 1.0 and 1.25.

ii. If each of the highest five of the ten previous Average Volumes in a Toll Segment is between 2500 and 3300 pce/h on 2 lane facilities or between 4000 and 5100 pce/h on 3 lane facilities, and if each of the lowest five of the ten previous Average Speeds in a Toll Segment is above 50 mph, then the Base Toll Rate in such Toll Segment shall not be changed.

iii. If each of the lowest five of the ten previous Average Volumes in a Toll Segment is less than 2500 pce/h on 2 lane facilities or less than 4000 pce/h on 3 lane facilities, and if each of the lowest five of the ten previous Average Speeds in a Toll Segment is above 50 mph, then the Base Toll Rate in such Toll Segment shall immediately (subject to the requirement that Developer may not change the Base Toll Rate more frequently than once every five minutes) be reduced by multiplying the then-existing Base Toll Rate by a Demand Factor between 0.75 and 1.0.

iv. The "Demand Factor" for a Toll Segment is calculated by subtracting or adding the underlined amount that corresponds to the applicable change in passenger car equivalents per hour per lane in clauses (1) through (5) below or by subtracting or adding the underlined amount that corresponds to Average Speeds being less than 50 mph in clause (6) below to an initial factor of 1.0 (to the extent clause (6) applies and any of clauses (1) through (5) also applies, clause (6) shall take precedence):

1. equal to or greater than 0 and less than 50 pce/h/l – 0.05
2. equal to or greater than 50 and less than 100 pce/h/l – 0.10
3. equal to or greater than 100 and less than 150 pce/h/l – 0.15
4. equal to or greater than 150 and less than 200 pce/h/l – 0.20
5. equal to or greater than 200 pce/h/l – 0.25
6. each of the lowest five of the ten previous Average Speeds is less than 50 mph – 0.00 - 0.25 (as determined by Developer).

6. Toll Segment Length

a. Developer may elect to charge a User who travels less than the complete length of a Toll Segment a reduced toll based on the actual portion of the Toll Segment traveled or a toll based on the complete length of the Toll Segment. The "Toll Segment Length" means either the complete length of a Toll Segment or the actual portion of a Toll Segment traveled, based on Developer's election.

b. Subject to Section F.6.a, if Developer desires to change its methodology of calculating the Toll Segment Length or upon a change in any Toll Segment Length under Section B.1, at least 15 days prior to the effective date of any change Developer shall provide TxDOT with a written revised schedule of Toll Segment Lengths and shall publish such schedule in the same manner (without reference to the time periods) as set forth in Sections D.2.a and D.2.b.

G. Performance and Measurement Requirements

1. At all times after the Service Commencement Date for each Toll Segment:

   a. Developer shall measure the speed of every vehicle for each Managed Lane of the Toll Segment at points no greater than half-mile spacing ("Vehicle Speed"), and shall calculate the average Vehicle Speed for each 60-second period per direction for each Toll Segment ("Average Speeds"). Developer shall calculate the average of the Average Speeds for every consecutive 15-minute period for each Toll Segment per direction, beginning at the top of the hour. Developer shall record every vehicle for each Managed Lane of the Toll Segment at points no greater than half-mile spacing ("Vehicle Volume"), and shall calculate the average Vehicle Volume for each 60-second period per direction for each Toll Segment ("Average Volumes").

   b. Developer shall deliver weekly reports to TxDOT and Independent Engineer summarizing:

      i. The Average Speeds during all time periods where the Average Speed for each Toll Segment (as it may be amended under Section G.1.a) was below 50 mph (e.g., Tuesday, 10:14 a.m. to 10:40 a.m. – Toll Segment 2 – Avg. 48 mph);

      ii. The reason any Average Speeds were below 50 mph (e.g., Incident in Managed Lanes – Stalled Car); and

      iii. Any corrective action taken to raise Average Speeds (e.g., responded to incident and instituted lane recovery procedures within response parameters).

   c. Developer shall deliver monthly reports to TxDOT and Independent Engineer that describe the elements listed below. The report shall be in electronic format and shall include all of the raw data listed below in a format that can readily be reviewed for compliance with the CDA Documents.

      i. Vehicle Speed and Vehicle Volume for each Managed Lane per direction in each Toll Segment;

      ii Average Speeds and Average Volumes (pce/h), per direction, for each Toll Segment;

      iii Average of the Average Speeds, per direction, for each Toll Segment;

      iv. Tolling data including User Classification, Base Toll, Toll Segment Length, Base Toll Rates, Toll Segment Toll and temporary discounts (if any) for each tolling point in each Toll Segment;

      v. for each valid transponder account holder that self-declares (or is otherwise identified) as an HOV or Motorcycle during Peak Periods during the HOV Discount Period, the date, time and amount of the undiscounted toll and a unique transaction identifier; and

      vi. the total HOV discount for the month that is potentially eligible for reimbursement to Developer.

d. Developer shall retain all raw and reduced data for a minimum of five years to facilitate periodic auditing purposes. Outdated material shall be disposed of no earlier than December 31 of the year where there is a complete and full record of the preceding five years worth of data.

e. TxDOT shall have the right (but not the obligation) to perform or have performed activities to enforce the valid use of the HOV self-declaration lanes and to validate the entitlement of Users to the HOV discount, including by providing policing services or other means. Developer shall provide assistance to TxDOT in accordance with Section 21.3.2.5 of the Technical Provisions.

2. Commencing 181 days after the first Service Commencement Date, Developer shall monitor Average Volumes and Average Speeds in the Managed Lanes per direction for each Toll Segment for compliance when the Base Toll Rate exceeds the Base Toll Rate Cap as follows:

   a. Developer shall deliver a weekly report to TxDOT and Independent Engineer for the Toll Segment:

      i. Summarizing any and all time periods where the speeds were above 50 mph, the Base Toll Rate was at or above the Base Toll Rate Cap and the Average Volume thresholds were exceeded;

      ii. Summarizing Average Volumes in passenger car equivalents per hour per lane 10 minutes prior to, during and 10 minutes after implementation of a Base Toll Rate above the Base Toll Rate Cap;

      iii. Documenting that the Base Toll Rate Cap was exceeded because Average Volumes increased or Average Speeds decreased in accordance with Section F.5.c; and

      iv. Documenting that the Base Toll Rate was reduced to values below the Base Toll Rate Cap as Average Volumes decreased or Average Speeds increased.

   b. For each Toll Segment that operated above the Base Toll Rate Cap, Developer shall provide a monthly report to TxDOT summarizing the time of each occurrence, the duration, reasons for exceeding and mitigation measures taken to increase Average Speed and reduce Average Volumes. The report shall be in electronic format and shall include all of the raw data listed below in a format that can be readily be reviewed for compliance with the CDA Documents.

      i. Average Speed and Average Volumes (pce/h) per direction in each Toll Segment operating above the Base Toll Rate Cap.

      ii. Toll data including User Classification, Base Toll, Toll Segment Length, Base Toll Rates, Demand Factor, Toll Segment Toll and temporary discounts (if any) for each tolling point in each Toll Segment operating above the Base Toll Rate Cap.

      iii. Documentation that the Base Toll Rate was reduced to values below the Base Toll Rate Cap as Average Volumes decreased or Average Speed increased.

3. Commencing 270 days after the first Service Commencement Date and commencing 60 days after each subsequent Service Commencement Date (if later), subject to Sections G.4 and G.5, Developer shall maintain Average Speeds in the Managed Lanes of the Toll Segment at or above 50 mph.

4. Developer shall be excused from its obligation to maintain Average Speeds in the Managed Lanes of a Toll Segment at or above 50 mph only if such failure is caused by events that are beyond Developer's control and are not due to any act, omission, negligence, recklessness, willful misconduct, breach of contract or Law or violation of a Governmental Approval of any of the Developer-Related Entities, upon providing to TxDOT adequate written evidence thereof. Examples of events that are beyond Developer's control include:

   a. An Incident (beyond the control of any Developer-Related Entity) within the Managed Lanes or General Purpose Lanes that is responded to by Developer and measures instituted by Developer to clear the Incident and return lane availability as required under the CDA Documents and the Incident Management Plan. Documentation of corrective action include ITS still photos and video with time stamps, Courtesy Patrol/Motorist Assistance or Operations Manager records, auditable data records provided from automated ITS dispatch records.

   b. An Incident (beyond the control of any Developer-Related Entity) within the Managed Lanes or General Purpose Lanes that is responded to by authorized emergency vehicles, as defined in Section 541.201 of the Code. Documentation of corrective action include Official Police Reports showing dates and times dispatched, time arrived, time cleared.

   c. Incidents or recurring congestion (beyond the control of any Developer-Related Entity) adjacent to the Managed Lanes. Documentation of corrective action include ITS still photos and video with time/date stamps.

   d. Severe/Inclement weather. Documentation of corrective action include but are not limited to ITS still photos and video with time/date stamps, Weather Radar Snapshots with time/date stamps, vehicle volumes, etc.

   e. TxDOT suspends tolling under Section 3.6 of the Agreement.

   f. Developer is in strict compliance with Section F.5.c.

5. If at any time the posted speed limit on any portion of the Managed Lanes is less than 60 mph, then (a) the Average Speeds requirement under Sections G.3 and G.4 for such portion of the Managed Lanes shall be reduced to the posted speed limit minus 10 mph and (b) the corresponding Noncompliance Point thresholds under Attachment 1 of Exhibit 21 to the Agreement will each be reduced by the amount of the reduction to the Average Speeds.

H. Video Transaction Toll Premiums

1. This Section H shall not apply during any period in which (a) the NTTA Tolling Services Agreement is in effect and NTTA is performing the tolling services thereunder or (b) the TxDOT Tolling Services Agreement is in effect.

2. In addition to the right to charge Toll Segment Tolls, Developer shall have the right, except as provided in this Section H, to charge amounts, with respect to Video Transactions, reasonably necessary for Developer to recover (a) its reasonable out-of-pocket and documented costs and expenses and (b) a reasonable and documented amount to reflect the same collection risk assumed by NTTA in the NTTA Tolling Services Agreement, but no other risk.

3. Subject to Section H.2, if Developer desires to implement such Video Transaction Toll Premiums, or change the Video Transaction Toll Premiums, at least 15 days prior to the effective date of any implementation or change, Developer shall provide TxDOT with a study establishing that such rate meets, and does not exceed, the requirements of Section H.2. TxDOT shall have the opportunity to review and provide comment on such rate prior to any implementation or change. Developer shall also provide a written revised schedule of Video Transaction Toll Premiums and shall publish such schedule in the same manner as set forth in Sections D.2.a and D.2.b.

4. Video Transaction Toll Premiums shall not apply to each of the following circumstances:

   a. Usage by Exempt Vehicles;

   b. Usage by vehicles during any time that TxDOT is liable to pay tolls pursuant to Section 3.6.3 of the Agreement; and

   c. Any Transponder Transaction is rejected due to insufficient funds in the customer's account, unless Developer resubmits, or (if applicable) causes the Transponder Issuer to resubmit, the Transaction for settlement once per day after the Transaction is transmitted for processing and the account remains insufficient to pay the full toll charge each time of resubmission through the date for mailing a Video Transaction billing statement to the customer on account of the rejected Transponder Transaction. Developer shall determine the date for mailing a Video Transaction billing statement, provided it shall be consistent with Section I.1.

5. During the Operating Period after the Service Commencement Date, Developer shall seek to regularly receive from its Contractor (other than NTTA or TxDOT) performing back office toll collection and enforcement services (the "tolling services Contractor") (or to compile if Developer performs back office tolling services itself), in accordance with TxDOT's interoperability protocols, consolidated master lists of good or valid transponders of Transponder Issuers. Before Developer transmits a Transaction to a CSC Host, Developer shall compare the transponder, if any, to the most recently updated version of the consolidated master list. If the transponder is listed, Developer shall transmit the Transaction to the CSC Host as a Transponder Transaction. If the transponder is not so listed, Developer shall transmit the Transaction, including the transponder information, to the CSC Host as a potential Video Transaction. At the initiation of its processing, Developer shall, or shall require its tolling services Contractor (other than NTTA or TxDOT) to, compare the license plate information to transponder accounts of the Transponder Issuers to determine whether there is an inactive, suspended or unlisted account due to balances below required low balance thresholds. If so, then the Transaction shall initially be treated as a Transponder Transaction, subject to reclassification as a Video Transaction, as more particularly set forth in Section H.4.c.

6. Developer shall have the right to treat as Video Transactions, and (except as provided otherwise in this Section H) to charge and collect, in addition to Toll Segment Tolls, the Video Transaction Toll Premium for, Transactions that normally would constitute Transponder Transactions in the following circumstances and subject to the following terms and conditions:

   a. The Transponder Issuer for the Transponder Transactions must be a Person other than Developer or its Affiliates, and other than the tolling services Contractor (which may include TxDOT).

   b. The Transponder Issuer and Developer must not have a legally enforceable agreement in effect (whether direct or via designated third party beneficiary rights) providing rights, obligations and remedies regarding financial interoperability and funds transfer.

   c. The Transponder Issuer must have chronically failed to remit to Developer (or its tolling services Contractor) payments for Transponder Transactions on the Project within the applicable time period provided to the Transponder Issuer under its interoperability protocols, agreements and arrangements with TxDOT or Developer's tolling services Contractor. For this purpose, "chronically fails" means and is limited to (i) if the Transponder Issuer is obligated to make batched remittances at a frequency no greater than five Business Days, then five consecutive failures, or eight failures in any 20 consecutive cycles, (ii) if the Transponder Issuer is obligated to make batched remittances at a frequency greater than five Business Days but no greater than 15 Days, then three consecutive failures, or five failures in any 15 consecutive cycles, and (iii) if the Transponder Issuer is obligated to make batched remittances at a frequency greater than 15 Days, two consecutive failures or three failures in any six consecutive cycles. However, there shall be excluded from such measures of chronic failure any failure, up to a maximum time period of 30 days per incident, of a Transponder Issuer to make remittances due to computer system malfunctions or downtime beyond the Transponder Issuer's reasonable control, or due to damage or destruction of such computer system or the facilities in which they are located or operated.

   d. Developer, rather than its tolling services Contractor (if any), must bear the risk of the Transponder Issuer's failure to remit payments.

   e. Developer must deliver to the Transponder Issuer written notice (i) of the provisions of this Section H.6, (ii) that chronic failure to remit payments has occurred and (iii) that Developer intends to cease recognizing Transponder Transactions by the Transponder Issuer's customers if the Transponder Issuer does not rectify the chronic failure and provide to Developer reasonable assurance, as described in Section H.6.i, of future timely payments within ten Business Days after the date of notice.

   f. If the Transponder Issuer fails to rectify and provide reasonable assurance within such time period, Developer must post notice on the Project website and in a newspaper of broad, general circulation in the Project area announcing to the public that transponders issued by the Transponder Issuer will cease to be recognized on the Project and customers holding such transponders will be subject to Video

Transaction Toll Premiums from and after a date stated in the notice. Such date shall be no earlier than seven days after the date the notice is posted.

g. If the conditions in clauses a. through f. above are satisfied, then with respect to prior Transponder Transactions remaining unpaid by the Transponder Issuer after lapse of such time period, Developer may elect to (i) seek recovery from the Transponder Issuer to the extent available under applicable Law and/or (ii) seek to collect directly from the subject Users the Transponder Transaction tolls and treat the same as Video Transactions, except no Video Transaction Toll Premium may be charged. If the User shows that he or she previously paid the subject tolls via debit to its customer account, Developer shall cease efforts to collect the subject tolls from the User. If the date Developer receives a duplicate payment is after the date a debit is made to the User's customer account for the same toll, Developer shall refund the overcharge to the User.

h. If the conditions in subsections a. through f. above are satisfied, then in order to process future subject Transactions as Video Transactions and charge Video Transaction Toll Premiums, Developer may not seek to process or collect such Video Transactions through electronic debiting of the customer's account with the Transponder Issuer. If Developer does seek to process or collect through electronic debiting of the customer's account with the Transponder Issuer, then the Transaction shall be treated as a Transponder Transaction or Video Transaction, as the case may be, in accordance with the Agreement and without regard to this Section H.6.

i. Developer shall cease to process Transactions by the Transponder Issuer's customers as Video Transactions, and shall again treat them as Transponder Transactions, at such time, if any, that (i) the Transponder Issuer remits to Developer or its tolling services Contractor in full all tolls due but unpaid for prior Transponder Transactions transmitted to it for payment, and (ii) provides to Developer reasonable assurance of future timely payments. Developer shall have the right to require, as such reasonable assurance, a direct agreement with the Transponder Issuer providing rights, obligations and remedies regarding financial interoperability and funds transfer on commercial terms and conditions comparable to those enjoyed by other Transponder Issuers having agreements or memoranda of understanding with the Transponder Issuer, and reasonable security.

I. Incidental Charges

1. Developer will have the right to charge reasonable Incidental Charges to its customers to recover its reasonable out-of-pocket and documented costs and expenses directly incurred with respect to the items, services and work for which they are levied, subject to the following:

   a. If Developer issues a paper statement to a customer utilizing a transponder issued by Developer, a paper statement fee may be levied to capture the cost of providing a paper summary by mail of (i) transponder account activity and (ii) Video Transaction charges. The paper statement fee shall be $1.50 and shall increase every two years, beginning January 1, 2008, by a percentage equal to the percentage increase in the CPI between the CPI for the third to last December before the date of increase and the CPI for the last December before the date of increase; provided that if Developer retains a public agency to provide back office tolling services, paper

statement fees for paper summaries requested by the agency's transponder account customers may be at the standard rate customarily charged by the public agency from time to time. If the summary is provided in electronic form only, no paper statement fee shall be levied. Developer shall not charge a Video Transaction User more than one paper statement fee per month unless the Video Transaction User specifically requests more frequent paper statements;

b. A charge may be levied for a new transponder issued by Developer or its Affiliate that will reflect the cost to Developer of acquiring the equipment. If Developer retains a public agency to provide back office tolling services including transponder issuance by the public agency, such charges may equal the standard general rates the public agency charges from time to time for its account holders respecting toll facilities operated by the public agency; and

c. A fee may be levied for toll violation processing that will reflect the overall cost to Developer of violation processing. This fee is in additional to lawful penalties for toll violations. If Developer retains a public agency to provide back office toll violation processing and enforcement services, such fees may equal the standard rates the public agency customarily charges from time to time regarding toll violations on its own facilities, provided the same are in accordance with Law applicable to the agency. Where NTTA or TxDOT is the tolling service provider, a Transaction shall be classified as a violation or subject to a violation notice, collection agency action or court proceedings as provided in the NTTA Tolling Services Agreement or TxDOT Tolling Services Agreement, as applicable, and as is consistent with NTTA's or TxDOT's practices regarding customers of its own facilities. With regard to all other tolling service providers, no Transaction shall be classified as a violation or subject to a violation notice, collection agency action or court proceedings unless and until (a) Developer has first delivered to the User a paper billing statement providing 30 days to pay and a second past due paper billing statement providing an additional 30 days to pay, and (b) Developer has provided a 15-day waiting period after the second 30-day period elapses. Developer shall include in each second past due paper billing statement for the same Video Transaction and each violation notice a notice that the User will owe further fees, penalties and costs if payment is not made. The second past due paper billing statement must satisfy the notice required under Section 228.055 of the Code. No paper statement fee shall be charged for any violation notice.

2. Subject to Section I.1, if Developer desires to implement any change to the Incidental Charges, at least 15 days prior to the effective date of any change, Developer shall provide TxDOT with a written revised schedule of Incidental Charges and shall publish such schedule in the same manner as set forth in Sections D.2.a and D.2.b.

J. Definitions

Discount Factor – 0.5 or any other factor between 0 and 1 as determined by TxDOT in TxDOT's sole discretion.

Dynamic Mode – A pricing methodology commencing after 180 days after the first Service Commencement Date whereby the Base Toll Rate may change no more frequently than once every five minutes and that follows all the other requirements pertaining to Dynamic Mode set forth in this Exhibit 4.

Passenger Car Equivalents (pce) – As calculated in the most current version of the TRB Highway Capacity manual in order to account for the effects of buses and trucks on operations (if necessary) calculated on a per minute basis, as appropriate.

Schedule Mode – A pricing methodology commencing on the first Service Commencement Date whereby the Base Toll Rate may change no more frequently than once every month and that follows all the other requirements pertaining to Schedule Mode set forth in this Exhibit 4.

Transaction – A transponder or video/OCR read at a predetermined gantry location, this includes manual verification of video/OCR reads as well.