

EXHIBIT A

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in this Agreement, they shall have the meanings set forth below:

CDA	Comprehensive Development Agreement
CDP	Conceptual Development Plan
CFP	Conceptual Financial Plan
CFR	Code of Federal Regulations
CPM	Critical Path Method
DBE	Disadvantaged Business Enterprise
DBELO	DBE Liaison Officer
DOT	U.S. Department of Transportation
EIS	Environmental Impact Statement
FASB	Financial Accounting Standards Board
FHWA	Federal Highway Administration
FIP	Facility Implementation Plan
FONSI	Finding of No Significant Impact
GAAP	Generally Accepted Accounting Principles
HUB	Historically Underutilized Business
ISOW	Initial Scope of Work
MDP	Master Development Plan
MFP	Master Financial Plan
MPO	Metropolitan Planning Organization
NEPA	National Environmental Policy Act
NTP	Notice to Proceed
PQS	Competing Proposal and Qualifications Submittal
QA/QC	Quality Assurance / Quality Control
RFP	Request for Detailed Proposals
RFQ	Request for Proposals and Qualifications
RID	Reference Information Documents
RMA	Regional Mobility Authority
ROD	Record of Decision
ROW	Right of Way
SEC	Securities Exchange Commission
TxDOT	Texas Department of Transportation

DEFINITIONS

Key definitions in the Agreement are as follows:

Affiliate(s) means (i) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, the Developer or any of its members, partners or shareholders holding a 10% or greater interest in the Developer; and (ii) any Person for which 10% or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (a) the Developer, (b) any of Developer's members, partners or 10% or greater shareholders or (c) any Affiliate of the Developer under part (i) of this definition. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. Any Work performed by Affiliates shall be deemed performed by the Developer's own organization.

Agreement means the Comprehensive Development Agreement, to which this Exhibit A is attached, executed by TxDOT and the Developer, including any and all amendments thereto.

Authorized Representative means the individuals authorized to make decisions and bind the parties on matters relating to the Contract Documents pursuant to Section 24.5.1 of the Agreement.

Buy America means the Buy America Act as set forth in the CFR.

CDA Segments mean Segments 1, 2, 3a, 3b, 3c and 4 of the North Tarrant Express Project, as described herein, including any adjacent or interconnected facilities needed for mobility, interconnectivity and financing. It does not include those portions of Segment 1 and Segment 2, which will be developed through the Concession CDA executed concurrently with this Agreement. Segment 2 consists of SH183 from the interface with Segment 1 in the vicinity of the interchange with IH820 west to the interchange with SH161 (approximately 11.3 miles). Segment 3A consists of IH35W from the interface with Segment 1 south of the IH820 interchange south to the IH30 interchange (approximately 6.5 miles). Segment 3B consists of IH35W from the interface with Segment 1 north of the IH820 interchange north to the interchange with US81/287 (approximately 3.3 miles). Segment 3C consists of IH35W from the interface with Segment 3B at the US81/287 interchange north to the SH170 interchange (approximately 5 miles). Segment 4 consists of IH820 from the interchange with SH121N/SH183 south to the Randol Mill Road interchange north of the IH820/IH30 interchange (approximately 3.7 miles). The alignment and limits of Segments 3A, 3B, 3C and 4 will be determined through the environmental process.

Certificate of Facility Implementation Plan Completion means the certificate issued to the Developer by TxDOT pursuant to Section 8.4.2 of the Agreement upon completion of all Facility Development Work for a particular Facility.

Change in Law means the enactment, adoption, modification, repeal or other change in any Law that (a) occurs after the Proposal Date with respect to the Initial Scope of Work and Update Work and that occurs after approval of the Facility Implementation Plan for a Facility with respect to Facility Development Work for that Facility, including any change in the judicial or administrative interpretation of any Law, or adoption of any new Law, and (b) is materially inconsistent with Laws in effect on the Proposal Date or date of approval of the Facility Implementation Plan, as applicable, excluding, however, any such change in or new Law which was passed or adopted but not yet effective as of the Proposal Date or date of approval of the Facility Implementation Plan, as applicable.

Change of Control means any direct or indirect change in possession of the power to direct or control or cause the direction or control of the management of Developer or a material aspect of its business by a shareholder, member, partner or joint venture member of Developer. Notwithstanding the foregoing, an upstream reorganization or transfer of direct or indirect interests in Developer shall not constitute a Change of Control, so long as there occurs no change in the entity with ultimate power to direct or control or cause the direction or control of the management of Developer.

Close of Finance means commitment and/or issuance of TxDOT funds and/or any other funds necessary to finance the acquisition, design, construction, operations and maintenance of a Facility.

Code has the meaning set forth in Recital A of the Agreement.

Commission means the Texas Transportation Commission.

Conceptual Development Plan means the Developer's Conceptual Development Plan included in the Proposal, as set forth in Exhibit B to the Agreement.

Conceptual Financial Plan means the Developer's Conceptual Financial Plan included in the Proposal, as set forth in Exhibit C to the Agreement.

Concession CDA means the Comprehensive Development Agreement for a concession relating to the North Tarrant Express Concession Facility, including the portions of Segment 1 and Segment 2 described in the Proposal.

Contract Documents means this Agreement and all Exhibits thereto, the Master Development Plan, the Master Financial Plan, the Project Management Plan, each Facility Implementation Plan, and all updates, amendments and supplements to any such documents. Facility Agreements are not Contract Documents.

Critical Path means the schedule path with the least amount of total float which constitutes the longest continuous sequence of interrelated activities depicting Work from an NTP to completion of a final or designated intermediate Milestone.

Critical Path Method means a method for planning, scheduling, and progress reporting of Work to be performed that tracks all activities on a Critical Path.

DBE/HUB Performance Plan means, with respect to each Facility, the plan to be prepared by Developer pursuant to Section 13.1.2 of the Agreement.

DBE Program means the program designed by TxDOT for federally assisted projects, as set forth in Exhibit K to the Agreement.

DBE Rules has the meaning set forth in Section 13.1.1 of the Agreement.

DBE Special Provisions has the meaning set forth in Exhibit K to the Agreement.

Deliverables means the Master Development Plan, the Master Financial Plan, the Project Management Plan, and such other plans, drawings, samples, lists, manuals, schedules, surveys, reports, programs, data, and other documents, information and items, whether in draft, revised or final form, required under the terms of the Agreement or other Contract Documents to be submitted to TxDOT in accomplishing the Work.

Developer means the party identified as the "Developer" in the introductory paragraph of the Agreement.

Developer Milestone means each interim milestone between Project Milestones either: (i) set forth in Section J1.3 of Exhibit J to the Agreement, or (ii) set by the Developer within the Project Schedule and approved by TxDOT.

Developer-Related Entities means (i) Developer, (ii) partners, joint venturers and/or members in or with Developer, (iii) Affiliates party to a Facility Implementation Plan, (iv) Subcontractors, (v) the employees, agents, officers and directors of the foregoing (vi) any other Persons performing any of the Initial Scope of Work or other work to be performed by Developer, and (vii) any other Persons for whom Developer may be legally or contractually responsible.

Disadvantaged Business Enterprise (DBE) or DBE means a business entity qualifying as a Disadvantaged Business Enterprise under applicable Law.

Disadvantaged Business Enterprise (DBE) Program means the program set forth in Exhibit K to the Agreement.

Dispute means any dispute, claim, cause of action, contention or disagreement between the Developer and TxDOT arising under, out of or concerning the Contract Documents, the Work or payment, performance or failure to pay or perform under the Contract Documents.

Dispute Resolution Procedures means the dispute resolution procedures set forth in Exhibit M to this agreement.

Equal Employment Opportunity means the non-discrimination provisions set forth in Section 13.2 of the Agreement.

Error means an error, omission, inconsistency, inaccuracy, deficiency or other defect.

Event of Default means one of the events identified in Section 21.1 of the Agreement (after giving effect to any cure period set forth in Section 21.2).

Facility means each separate facility developed within the CDA Segments as part of the Project, including the development of managed lanes, additional general purpose lanes, frontage roads and other components as needed for connectivity, mobility and financing.

Facility Agreements means the agreement or agreements to be entered into by TxDOT, the Developer and/or Developer's Affiliates pursuant to a Facility Implementation Plan for the acquisition, design, permitting, construction, operations, maintenance, financing and other services and Work necessary to deliver and operate an individual Facility, after Close of Finance for the Facility, including coordination and cooperation between Facilities, and including amendments thereto. The term "Facility Agreement" specifically excludes Facility Implementation Plans.

Facility Development Work means Developer's scope of work under a Facility Implementation Plan for each Facility through the Close of Finance, which shall include all services necessary for achieving the Close of Finance, except to the extent the approved Facility Implementation Plan places responsibility for any service on TxDOT or another party.

Facility Financial Plan means the detailed plan for financing a Facility, prepared by the Developer and approved by TxDOT, as amended from time to time and as more particularly described in Section 8.3 of the Agreement.

Facility Implementation Plan means a plan for the development of a Facility, including all services, efforts and activities necessary to achieve Close of Finance for the Facility, prepared by the Developer and approved by TxDOT, as amended from time to time and as more particularly described in Section 7.5 of the Agreement.

Facility Milestone means one or more milestones for a specific Facility as set forth in the Project Schedule or any Facility Schedule.

Facility NTP1 means the notice to proceed with preparation of a Facility Implementation Plan for a Facility, to be issued by TxDOT, as more particularly described in Section 7.1.1 of the Agreement.

Facility NTP2 means the notice to proceed with Facility Development Work for a Facility, to be issued by TxDOT, as more particularly described in Section 8.1.4 of the Agreement.

Facility NTP3 means the notice to proceed with a Close of Finance for a Facility, to be issued by TxDOT, as more particularly described in Section 8.4.1 of the Agreement.

Facility Schedule means any schedule prepared by the Developer and approved by TxDOT for preparing or carrying out a Facility Implementation Plan, including a schedule for work to be performed pursuant to a Facility Agreement.

Facility Work means all Work under the Contract Documents that is performed (i) to determine whether a Facility is Ready for Development, (ii) in connection with the preparation and approval of Facility Implementation Plans, or (iii) performed pursuant to Facility Implementation Plans. The term "Facility Work" specifically excludes the Initial Scope of Work, Update Work and Technical Support Services.

Federal Acquisition Regulation means Title 48 of the United States Code of Federal Regulations.

Financially Responsible Entity has the meaning set forth in Section 15.1 of the Agreement.

Governmental Approval means any permit, license, consent, authorization, waiver, variance or other approval, guidance, mitigation agreement, or memorandum of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, local, or federal regulatory agencies, agents, or employees, required for the performance of the Initial Scope of Work and other work to be performed by Developer or otherwise required in connection with the Project or any Facility, in whole or in part.

Governmental Entity means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than TxDOT.

Guarantor means each entity that issued a Guaranty.

Guaranty means each document executed by a Guarantor to guarantee the payment and performance of all obligations of the Developer under the Contract Documents, as may be required by the RFP or Contract Documents.

Hazardous Materials means any element, chemical, compound, material or substance, whether solid, liquid or gaseous, which at any time is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins or fungi)

which may create any unsafe or hazardous condition or pose any threat to human health and safety. "Hazardous Materials" includes the following:

- (a) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or gas, including substances defined as or included in the definition of "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "radioactive materials", "bio-hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP" toxicity or "EP toxicity" or words of similar import under any applicable Environmental Laws);
- (b) Any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;
- (c) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;
- (d) Any flammable substances or explosives;
- (e) Any radioactive materials;
- (f) Any asbestos or asbestos-containing materials;
- (g) Any lead and lead-based paint;
- (h) Any radon or radon gas;
- (i) Any methane gas or similar gaseous materials;
- (j) Any urea formaldehyde foam insulation;
- (k) Electrical equipment which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls;
- (l) Pesticides;
- (m) Any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may

or could pose a hazard to the health and safety of the owners, operators, users or any Persons in the vicinity of the Project or to the indoor or outdoor Environment; and

- (n) Soil, or surface water or ground water, contaminated with Hazardous Materials as defined above.

HUB Program means the program designed by TxDOT for utilization of HUBs.

Indemnified Party means TxDOT, the State, the Commission, and their respective agents, employees, representatives, successors and assigns.

Initial Scope of Work means the Work under the Contract Documents through completion and approval of the initial Master Development Plan, including, but not limited to, the Deliverables set forth in Exhibit H, as more particularly described in Exhibit J to the Agreement. The term "Initial Scope of Work" specifically excludes any Technical Support Services, Update Work or Facility Work.

Interpretive Decision means an interpretation provided by TxDOT to clarify an uncertain or ambiguous requirement of the Contract Documents as more particularly described in Section 12.2 of the Agreement.

Key Personnel means the individuals employed by the Developer to fill the key job categories for the Initial Scope of Work and as identified in the Project Management Plan and Master Development Plan.

Law or **Laws** means any statute, law, regulation, ordinance, rule, judgment, order, decree, permit, concession, grant, franchise, license, agreement, directive, guideline, policy requirement or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity, which is applicable to the Project, the Initial Scope of Work and/or other work to be performed by Developer, whether now or hereafter in effect.

Losses means any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants', and expert witnesses' fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Agreement)), fee charge, judgment, penalty, fine or third party claims. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

Major Catastrophe means a sudden, unexpected event or occurrence beyond the control of TxDOT and the Developer that has adverse effects upon the general public or a significant segment thereof, such as but not limited to a hurricane, earthquake, general power outage or other event or circumstance of similar scale and magnitude at the Project site.

Major Subcontract means any Subcontract with a Major Subcontractor.

Major Subcontractor means any Subcontractor that has primary responsibility, with respect to the Project or any Facility, for: (i) design and engineering services, (ii) architectural services, (iii) environmental support services, (iv) services as an independent engineer, (v) geotechnical investigation, (vi) surveying, (vii) traffic or ridership and revenue studies, (viii) right-of-way acquisition services, (ix) provision of, or services related to, toll or fare collection equipment, (x) provision of, or services related to, vehicles or systems, (xi) utility engineering, or (xii) financial advisory services.

Management Plan means any of the management plans or components of the Project Management Plan listed in Exhibit F to the Agreement.

Master Development Plan means the master plan for the Project prepared by the Developer and approved by TxDOT, as amended from time to time and as more particularly described in Section 5.3.1 of the Agreement. The Master Development Plan includes the Master Financial Plan and the Project Schedule.

Master Financial Plan means the a master plan for financing the Project and each Facility, prepared by the Developer and approved by TxDOT, as amended from time to time and as more particularly described in Section 5.3.2 of the Agreement. The Master Financial Plan will be included in the Master Development Plan.

Milestone or milestone means a Project Milestone, a Facility Milestone or a Developer Milestone.

Milestone 1 means the first milestone in the Initial Scope of Work, as set forth in Exhibit J to the Agreement.

Notice to Proceed shall mean Project NTP1, Project NTP2, Facility NTP1, Facility NTP2 and Facility NTP3, as appropriate.

Open Book Basis means allowing TxDOT to review all underlying assumptions and data associated with pricing and financial and business terms, as reasonably required by TxDOT to satisfy itself as to the reasonableness of the amount.

Party means TxDOT or Developer, as applicable.

Person means any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Professional Services means all work to be performed under the Agreement that requires professional licenses, including the following services and work: (i) design and engineering; (ii) right of way acquisition services; (iii) surveying; (iv) utility adjustment design; and (v) environmental permitting and compliance services.

Project means all Facilities that are ultimately developed under the Contract Documents, including the approved Master Development Plan. The term "Project" does not include facilities that are developed under the Concession CDA.

Project Baseline Schedule has the meaning set forth in Section 1.1 of Exhibit G to the Agreement.

Project Management Plan (PMP) means the plan or plans, including Management Plans, to be prepared by the Developer addressing how Key Personnel and the Developer's organization will manage the respective phases of the Project as described in Section 5.5 of the Agreement.

Project Milestone means each of the milestones for completing Work on the Project set forth in Exhibit J to the Agreement.

Project NTP1 means a written notice issued by TxDOT to Developer authorizing the Developer to prepare the schedule for the Initial Scope of Work, Project Management Plan and Quality Management Plan as set forth in Section 5.1.1 of the Agreement.

Project NTP2 means a written notice issued by TxDOT to Developer authorizing the Developer to proceed with the portions of the Initial Scope of Work not already authorized by Project NTP1 as set forth in Section 5.1.2 of the Agreement.

Project Schedule means the master schedule for the performance of the Developer's Work on the Project, to be included in the Master Development Plan, as more particularly described in Exhibit G to the Agreement.

Proposal means the proposal submitted on December 1, 2008 by Developer to TxDOT in response to the RFP, including any clarifications thereto between submission of the proposal and execution of the Agreement.

Public Information Act means Chapter 552 of the Texas Government Code, as amended.

Quality Management Plan means the component of the Project Management Plan to be prepared by the Developer addressing the procedures and methodology the Developer will use to manage the Project quality system and ensure that all subcontractors and suppliers involved in the Project are integrated into the Developer's quality management system as described in Exhibit F to this Agreement.

Ready for Development means that factors and conditions in the present and reasonably foreseeable marketplace, including environmental factors, transportation demand and financial markets, and the political environment, appear to be conducive to proceeding with planning, permitting, design and other efforts to prepare a Facility for Close of Finance, construction and operation. It is anticipated that a Facility can be Ready for Development even though the duration of time to Close of Finance may be significant; and the parties recognize that after a Facility is found Ready for Development intervening changes in circumstances could occur that inhibit or delay Close of Finance. Unless otherwise approved by TxDOT in its sole discretion, a proposed toll Facility located within the boundaries of any local toll project entity shall

not be considered Ready for Development unless and until all conditions for TxDOT's development of the Facility as a toll project set forth in applicable Laws have been satisfied.

Recovery Schedule means the schedule to recover schedule delays that the Developer is required to prepare under Section 10.6 of the Agreement and Exhibit G to the Agreement.

Reference Information Documents or **RID** means those documents listed in to the Agreement and identified as Reference Information Documents. Except as expressly provided in the Contract Documents, the Reference Information Documents are not considered Contract Documents and were provided to Developer for informational purposes only and without representation or warranty by TxDOT.

Reporting Entity has the meaning set forth in Section 23.1.2 of the Agreement.

Request for Proposals or **RFP** means the Request for Proposals issued by TxDOT on March 3, 2008 with respect to the Project, including all attachments thereto and any subsequent addenda.

Risk Event means certain events which will result in delay in the achievement of identified work or milestones, as identified on the Risk Events Matrix attached as Exhibit L to the Agreement.

Risk Events Matrix means the matrix of events and remedies should such events occur set forth in Exhibit L to the Agreement.

Rules has the meaning set forth in Recital A of the Agreement.

Schedule means any of the schedules for the Initial Scope of Work, the Project Schedule or any Facility Schedule, as amended from time to time.

Schedule Update means each monthly update to the Schedules prepared by Developer in accordance with paragraph 4.2 of Exhibit G to the Agreement.

Self-performance or self-performed means any Facility-related work or services to be performed pursuant to a Facility Agreement to which Developer or any Developer Affiliate is a party.

Small Business Mentoring Program means a program for Facility Development Work and work under Facility Agreements between TxDOT and the Developer or an Affiliate that attracts, promotes and retains individuals, including minorities and women, and companies that are historically underutilized, as described in Exhibit F.

State means the State of Texas.

Subcontract means any subcontract by Developer with any other Person to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor, at all tiers.

Subcontractor means any Person with whom Developer or an Affiliate of Developer has entered into any Subcontract, and any other Person with whom any Subcontractor has further subcontracted any part of the Initial Scope of Work or other Work to be performed by Developer under the Contract Documents, at all tiers.

Subcontractor Dispute means a dispute between the Developer and a Subcontractor as more particularly described in Section 22.3 of the Agreement.

Tangible Net Assets means net assets less intangibles in accordance with GAAP.

Technical Provisions means TxDOT's technical provisions for concession CDAs entitled "Programmatic Comprehensive Development Agreement - Book 3" or TxDOT's technical provisions for design-build CDAs entitled "Programmatic Comprehensive Development Agreement (Design-Build) - Book 3," as applicable. References to the Technical Provisions shall mean the most recent version of the applicable programmatic document.

Technical Support Services means engineering, technical and support services for the NEPA process for each Facility expressly authorized by TxDOT in accordance with Exhibit I or the Master Development Plan, as applicable.

TxDOT means the Texas Department of Transportation and any entity succeeding to the powers, authorities and responsibilities of TxDOT invoked by or under the Contract Documents.

Uniform Relocation Assistance Act means the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17, Apr. 2, 1987, 101 Stat. 132), as amended.

Unsolicited Proposal means an "unsolicited proposal" as that term is used in section 27.5 of the Rules and only includes proposals from private entities for development of a facility or improvement that TxDOT is legally authorized to develop.

Update Work means all Work under the Contract Documents, except Work that is part of the Initial Scope of Work, Technical Support Services or Facility Work, including but not limited to: (i) preparing updates to and revisions of the approved Master Development Plan, Master Financial Plan and Project Management Plan; (ii) provision of insurance, as more particularly set forth in Section 16.2.9, and (iii) provision of security, if any, pursuant to Section 15.

Work means all work, services and activities to be performed, furnished, provided or undertaken by or on behalf of Developer under the Contract Documents.

[END OF DEFINITIONS]