EXHIBIT 1

ABBREVIATIONS AND DEFINITIONS

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

AASHTO	American Association of State Highway and Transportation Officials
ACORD	Association for Cooperative Operations Research and Development
ADA	Americans with Disabilities Act
AGC	Associated General Contractors of America
ALJ	Administrative Law Judge
ANSI	American National Standards Institute
ASTM	American Society of Testing and Materials
BMP	Best Management Practice
CCTV	Closed Circuit Television
CEPP	Comprehensive Environmental Protection Program
CFR	Code of Federal Regulations
CMP	Construction Monitoring Plan
CPI	Consumer Price Index
CSC	Customer Service Center
CSJ	Control Section Job
DART	Dallas Area Rapid Transit
DBE	Disadvantaged Business Enterprise, as set forth in 49 CFR Part 26
DMS	Dynamic Message Signs
DSS	Decent, Safe and Sanitary
ECI	Environmental Compliance Inspector
ECM	Environmental Compliance Manager
EMS	Environmental Management System
EP	Extraction Procedure (toxicity)
EPIC	Environmental Permits Issues and Commitments
EPTP	Environmental Protection Training Plan
ESA	Endangered Species Act of 1973, 16 U.S.C. §§ 1531 *et seq.*, as amended and as it may be amended from time to time
ET	Environmental Team
ETCS	Electronic Toll Collection System
FA	Facility Agreement
FAA	Federal Aviation Administration
FBS	Facility Baseline Schedule
FEMA	Federal Emergency Management Agency
FHWA	U.S. Federal Highway Administration
FMP	Facility Management Plan
FTP	File Transfer Protocol

FWCA	Fish and Wildlife Coordination Act, 16 U.S.C. §§661 *et seq.*, as amended and as it may be amended from time to time
GIS	Geographical Information System
HEC	Hydraulic Engineering Circular
HCR	Highway Conditions Report
HMMP	Hazardous Materials Management Plan
HOT	High Occupancy/Toll
HOV	High Occupancy Vehicle
ICD	Interface Control Document
ID	Identification
IH	Interstate Highway
IRI	International Roughness Index
IRR	Internal Rate of Return
ISO	International Organization for Standardization
ITS	Intelligent Transportation System
IWP	Investigative Work Plan
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPH	Miles Per Hour
MSDS	Materials Safety Data Sheets
MUAA	Master Utility Adjustment Agreement
NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standards
NCHRP	National Cooperative Highway Research Program
NCTCOG	North Central Texas Council of Governments
NEPA	National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*, as amended and as it may be amended from time to time
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
NTP	Notice to Proceed
NTTA	North Texas Tollway Authority, a regional tollway authority authorized and operating under Chapter 366 of the Code
OCR	Optical Character Recognition
ORT	Open Road Toll
OSHA	Occupational Safety and Health Administration
OVT	Owner Verification Tests
PABs	Private Activity Bonds
PICP	Public Information and Communications Plan
PMIS	Pavement Management Information System
PUA	Possession and Use Agreement

ROW	Right of Way
ROW AM	Right of Way Acquisition Manager
ROWIS	Right of Way Information System
RPLS	Registered Professional Land Surveyor
SOAH	State Office of Administrative Hearings
RTF	Related Transportation Facilities
SH	State Highway
SHPO	State Historic Preservation Officer
SIR	Site Investigation Report
SOV	Single Occupancy Vehicle
SUE	Subsurface Utility Engineering
SW3P	Storm Water Pollution Prevention Plan
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
THC	Texas Historical Commission
TIFIA	Transportation Infrastructure Finance and Innovation Act, 23 U.S.C. § 601 *et seq.*, as amended and as it may be amended from time to time
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TPDES	Texas Pollutant Discharge Elimination System
TPWD	Texas Parks and Wildlife Department
TxDOT	Texas Department of Transportation
UAAA	Utility Adjustment Agreement Amendment
UAR	Utility Accommodation Rules
UCS	User Classification Subsystem
UDC	Utility Design Coordinator
UJUA	Utility Joint Use Acknowledgment or Utility Joint Use Agreement
UM	Utility Manager
US	United States Highway
USACE	United States Army Corps of Engineers
U.S. DOT	United States Department of Transportation
USFWS	United States Fish and Wildlife Service
U.S. GAAP	U.S. Generally Accepted Accounting Principles
USPAP	Uniform Standard of Professional Appraisal Practices
UTM	Universal Transverse Mercator
VES	Video Exception Sub-system
WBS	Work Breakdown Structure

3A Ultimate Capacity Improvement means all the works for the construction of the Ultimate Configuration within the limits of the Segment 3A Facility Segment as defined in Section 1.2.3 of Book 2.

3B Ultimate Capacity Improvement means all the works for the construction of the Ultimate Configuration within the limits of the Segment 3B Facility Segment as defined in Section 1.2.3 of Book 2.

Abandonment means as the context may require, that (i) Developer abandons all or a material part of the Facility (other than the TxDOT Works), which abandonment shall have occurred if (a) Developer demonstrates through statements, acts or omissions an intent not to continue, for any reason other than a Relief Event that materially interferes with ability to continue, to construct or operate all or a material part of the Facility and (b) no significant Work (taking into account the Facility Schedule, if applicable, and any Relief Event) on the Facility or a material part thereof is performed for a continuous period of more than 45 days, or (ii) TxDOT abandons all or a material part of the TxDOT Works, which abandonment shall have occurred if (a) TxDOT demonstrates through statements, acts or omissions an intent not to continue, for any reason other than a TxDOT Relief Event that materially interferes with ability to continue, to construct all or a material part of the TxDOT Works and (b) no significant work (taking into account TxDOT's schedule, if applicable, and any TxDOT Relief Event) on the TxDOT Works or a material part thereof is performed for a continuous period of more than 45 days, provided that the period of suspensions of work on the TxDOT Works for reasons comparable to those set forth in Section 17.3.8 of the Agreement (as they relate to TxDOT's contractor where applicable) shall be disregarded in determining whether no significant work has been performed for a continuous period of more than 45 days. TxDOT's exercise of any right to terminate the Agreement does not constitute an Abandonment.

Abbreviated Utility Assembly means the collection of plans and other information and materials which Developer is required to submit to TxDOT in connection with each Utility proposed to remain at its original location within the Facility Right of Way (other than in respect of the TxDOT Works), as more particularly described in Section 6.3.4.5 of the Technical Provisions; a single Abbreviated Utility Assembly may address more than one such Utility.

Acquisition Package(s) means the package(s) of documentation and information for the acquisition of parcels for the Facility Right of Way described in Section 7.3.6 of the Technical Provisions.

Acquisition Survey Document Package has the meaning set forth in Section 7.3.1 of the Technical Provisions.

Additional Properties means properties proposed by Developer to be added to the Facility Right of Way to be used for Facility-related purposes that are not within the Facility Right of Way boundaries identified in the NEPA Approval, including those properties outside such boundaries to be used as Facility Specific Locations.

Additional Ultimate Capacity Improvements means the Capacity Improvements set forth in Section 1.2.3 of Book 2.

Adjust means to perform a Utility Adjustment, and **Adjusted** has a corresponding meaning.

Adjustment means a Utility Adjustment.

Adjustment Standards means the standard specifications, standards of practice, and construction methods that a Utility Owner customarily applies to facilities (comparable to those being Adjusted on account of the Facility) constructed by the Utility Owner (or for the Utility Owner by its contractors), at its own expense. Unless the context requires otherwise, references in the FA Documents to a Utility Owner's "applicable Adjustment Standards" refer to those that are applicable pursuant to Section 7.5.3 of the Agreement.

Aesthetics and Landscaping Plan has the meaning set forth in Section 15.2.2 of the Technical Provisions.

Affidavit of Property Interest is described in Section 6.2.4 of the Technical Provisions.

Affiliate means:

(a) any shareholder, member, partner or joint venture member of Developer,

(b) any Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Developer or any of its shareholders, members, partners or joint venture members; and

(c) any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) Developer, (ii) any of Developer's shareholders, members, partners or joint venture members or (iii) any Affiliate of Developer under clause (b) 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.

Affiliated means having the status of an Affiliate.

AFM Recalibration Adjustment Amount has the meaning set forth in Section 4.1.4.5(g)(ii) of the Agreement.

Age means the elapsed time since an Element was first constructed or installed or, if applicable, last reconstructed, rehabilitated, restored, renewed or replaced.

Agreement means that certain Facility Agreement, to which this Exhibit 1 is attached, executed by TxDOT and Developer, including any and all Exhibits and amendments thereto.

Airspace means any and all real property, including the surface of the ground, within the vertical column extending above and below the surface boundaries of the Facility Right of Way and not necessary or required for the Facility (including Upgrades) or developing, permitting, designing, financing, constructing, installing, equipping, operating, maintaining, tolling, repairing, reconstructing, restoring, rehabilitating, renewing or replacing the Facility (including Upgrades) or Developer's timely fulfillment of its obligations under the FA Documents.

Alternate Financial Model shall have the meaning set forth in Section 4.1.4.5(g)(ii) of the Agreement.

Alternate Procedure means the alternate procedure for processing Utility Adjustments for FHWA approval pursuant to 23 CFR Section 645.119, which was approved by the FHWA for TxDOT by letter dated October 16, 1973.

Alternate Procedure List means the list of Utilities to be Adjusted as identified by Developer and by TxDOT (in connection with the TxDOT Works) pursuant to Section 6 of the Technical Provisions (and related information), as such list may be amended from time to time.

Antiquities Permit means a permit obtained by Developer from the Texas Historical Commission (THC) for archeological surveys, testing and data recovery.

Applicable Percentage Increase has the meaning set forth in Section 1.8 of Part D of Exhibit 7 to the Agreement.

Approved NEPA Schematics means the schematics for any portion of the Facility that are the subject of any NEPA Approval.

Archeologist means a member of the Environmental Team responsible for assessment of cultural resources potentially impacted by the Work as more particularly described in Section 4.4 of the Technical Provisions.

Asset Condition Score means the score (from one to five) assigned by Developer following a Developer's Audit Inspection, as may be modified by the Independent Engineer, which records, for each Element Category and for all of the Auditable Sections audited in any quarter, the extent to which Developer has met the Target for each measurement record according to the criteria set forth in Section 19 of the Technical Provisions.

Audit Inspection means a detailed inspection of the specified proportion of Auditable Sections undertaken quarterly by Developer and/or by the Independent Engineer during the Operating Period in accordance with the Maintenance Management Plan and Table 19-1 of the Technical Provisions to establish an Asset Condition Score for each Element Category and verify compliance with the Performance Requirements.

Auditable Section means a defined section of the Facility for the purpose of audit, inspection and measurement. An Auditable Section includes all travel lanes including Managed Lanes, General Purpose Lanes, ramps and Frontage Roads of the roadway operating in one direction over a length of approximately 0.1 miles in length, together with all Elements of the Facility and Related Transportation Facilities within the Facility Right of Way associated with the relevant 0.1 mile length of roadway.

Authorized Representative has the meaning set forth in Section 24.7 of the Agreement.

Average Speed has the meaning set forth in Part G, Section 1.a of Exhibit 4 to the Agreement.

Band means the difference between a Band Floor and the next highest Band Ceiling (inclusive) or, where there is no higher Band Ceiling, any amount in excess of the highest Band Floor as set out in Attachment 1 to Exhibit 7 to the Agreement.

Band Ceiling means, in respect of each Band Floor, the next highest Band Floor minus one cent, if such a Band Floor exists.

Band Floor means each amount specified as the minimum amount for a Band as set out in Attachment 1 to Exhibit 7 to the Agreement.

Base Case Financial Model means the Financial Model Formulas with the assumptions and information used by or incorporated in the Financial Model Formulas approved by the Parties as of the Effective Date, and if the Financial Close is after the Effective Date, as subsequently adjusted as of the Recalibration Date, Calculation Date and date of Financial Close solely in accordance with Sections 4.1.4.5 and 4.1.4.6 of the Agreement:

(a) On the basis of which Developer and TxDOT entered into this Agreement;

(b) Which include certain projections and calculations with respect to revenues, expenses, the repayment of Facility Debt and Distributions to notional initial equity investors that result in achievement of the Equity IRR over the Term (assuming no early termination or extension); and

(c) Which is prepared on the basis of the Base Case Traffic Model.

Base Case Financial Model Update means the Base Case Financial Model as most recently updated pursuant to Section 5.2.1 and Section 5.2.5 of the Agreement prior to any event identified therein or prior to termination of the Agreement.

Base Case Traffic Model means the traffic and revenue model and the assumptions and information used by or incorporated in the traffic and revenue model, the results of operation of which are incorporated into the Base Case Financial Model.

Base Tax Liability means at any given point in time the present value of the cumulative federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and State margin tax liability of Developer that would be incurred over the remainder of the original Term absent termination, determined by:

(a) Calculating the anticipated income tax and margin tax liability for each year of the remaining Term (as if no early termination occurred) by applying a reasonable assumption regarding the combined marginal federal income tax rate of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and the margin tax rate of Developer; and

(b) Applying to such cumulative federal income tax and State margin tax liability a discount factor as used in the Base Case Financial Model.

Basic Configuration shall mean the following elements defining the Facility as set forth in the Approved NEPA Schematics:

(a) the mainline horizontal and mainline vertical alignments (it being understood that in determining whether a material change in Basic Configuration to the mainline alignment has occurred, the following standards shall apply: no material change in Basic Configuration shall be deemed to have occurred as the result of any horizontal alignment or vertical alignment shift unless it causes any component of the Facility defined by the Ultimate Configuration (excluding

private property access roads, drainage facilities and utility relocations) to be located outside of the ROW as depicted in the Approved NEPA Schematics, or requires a re-evaluation of the NEPA Approval to be issued),

(b) number of lanes, excluding auxiliary lanes,

(c) the general location of the toll gantries,

(d) the general location of ramps,

(e) the general location of interchanges and the type of interchanges, if any, and

(f) the Facility ROW and the locations of access control.

Benchmark Interoperability Rate has the meaning set forth in Part F, Section 1 of Exhibit 7 to the Agreement.

Benchmark Rates means the benchmark bonds, swap rates and State and Local Government Series (SLGS) securities rates (as applicable) underlying the Initial Base Case Senior Facility Debt financing contained in the Facility Plan of Finance and the Base Case Financial Model, provided that: (a) the Benchmark Rates shall be verifiable with either an observable screen shot, including a Bloomberg screen or Reuters screen, or a clearly defined formula/calculation that is based on an observable rate through a publicly verifiable screen shot and (b) each debt facility assumed in the Facility Plan of Finance and the Base Case Financial Model must correspond to a single type of Benchmark Rate. (It is understood and agreed that certain types of Benchmark Rates, such as swap rates, are a combination of several rates.)

Best Management Practices (BMP) has the meaning set forth in *Storm Water Management For Construction Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA Document 832 R 92-005).

Betterment has, with respect to a given Utility being Adjusted, the meaning (if any) set forth in the Utility Agreement(s) applicable to the Utility; in all other cases, "Betterment" means any upgrading of the Utility in the course of such Utility Adjustment that is not attributable to the construction of the Facility and is made solely for the benefit of and at the election of the Utility Owner, including an increase in the capacity, capability, efficiency or function of an Adjusted Utility over that which was provided by the existing Utility. Notwithstanding the foregoing, the following are not considered Betterments unless otherwise provided in the applicable Utility Agreement(s):

(a) any upgrading which is required for accommodation of the Facility;

(b) replacement devices or materials that are of equivalent standards although not identical;

(c) replacement of devices or materials no longer regularly manufactured with an equivalent or next higher grade or size;

(d) any upgrading required by applicable Law;

(e) replacement devices or materials that are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase); and

(f) any upgrading required by the Utility Owner's applicable Adjustment Standards.

With respect to any Replacement Utility Property Interest, "**Betterment**" has the meaning (if any) set forth in the applicable Utility Agreement(s). In all other cases, a Replacement Utility Property Interest shall be considered a Betterment, except to the extent that reinstallation of a Utility in the Replacement Utility Property Interest (i) is necessary in order to meet the requirements of the FA Documents, or (ii) is called for by Developer in the interest of overall economy for the Facility.

Book 1 means the Agreement, all Exhibits thereto, and the executed originals of Exhibits that are contracts.

Book 2 means the Facility-specific technical provisions entitled "Technical Provisions for Comprehensive Development Agreement - Book 2".

Book 3 means TxDOT's technical provisions for concession facility agreements entitled "Programmatic Technical Provisions Comprehensive Development Agreement - Book 3".

Breakage Costs means any commercially reasonable prepayment premiums or penalties, make-whole payments or other prepayment amounts, including costs of early termination of interest rate hedging arrangements, that Developer must pay under any Funding Agreement or Security Document as a result of the payment of all or any portion of the principal amount of Facility Debt prior to its scheduled payment date, excluding, however, any such amounts included in the principal amount of any Refinancing.

Business Day means any day on which TxDOT is officially open for business.

Business Opportunities has the meaning set forth in Section 11.2.2 of the Agreement.

Calculation Date has the meaning set forth in Section 4.1.4.6 of the Agreement.

Capacity Improvement means any Facility expansion, improvement, measure or procedure that both (a) maintains or increases the throughput capacity of the Facility or any portion thereof and (b) improves the level of service of the Facility. Capacity Improvements could include building of additional lanes, adding or expanding interchanges, constructing bridges or other structures, new or improved intelligent transportation systems and applications, and making other improvements that achieve the foregoing conditions. Capacity Improvements exclude Facility Extensions and exclude ramp metering.

Category 1 Defect means a Defect which requires prompt attention because it represents an immediate or imminent hazard, or there is a risk of immediate or imminent structural deterioration, or there is an immediate or imminent risk of damage to a third party's property or equipment, or there is an immediate or imminent risk of damage to the environment.

Category 2 Defect means any Defect other than a Category 1 Defect.

CDA for Segments 2-4 has the meaning set forth in Recital F to the Agreement.

Change in Law means (a) the adoption of any Law after the Effective Date, or (b) any change, amendment to, repeal or revocation of any Law or in the interpretation or application thereof by any Governmental Entity after the Effective Date, in each case that is materially inconsistent with Laws in effect on the Effective Date; excluding, however, any such change in or new Law that also constitutes or causes a change in or new Adjustment Standards, as well as any change in or new Law passed or adopted but not yet effective as of the Effective Date.

Change of Control means any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results, directly or indirectly, in a 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. A change in the power to direct or control or cause the direction or control of the management of a shareholder, member, partner or joint venture member of Developer may constitute a Change of Control of Developer if such shareholder, member, partner or joint venture member possesses the power to direct or control or cause the direction or control of the management of Developer. Notwithstanding the foregoing, the following shall not constitute a Change of Control:

(a) A change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to a bona fide open market transactions in securities effected on a recognized public stock exchange, including such transactions involving an initial public offering;

(b) A change in possession of the power to direct or control the management of Developer or a material aspect of its business due solely to a bona fide transaction involving beneficial interests in the ultimate parent organization of a shareholder, member, partner or joint venture member of Developer, (but not if the shareholder, member, partner or joint venture member is the ultimate parent organization), unless the transferee in such transaction is at the time of the transaction suspended or debarred or subject to a proceeding to suspend or debar from bidding, proposing or contracting with any federal or State department or agency;

(c) An upstream reorganization or transfer of direct or indirect interests in Developer 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;

(d) A transfer of interests between managed funds that are under common ownership or control other than a change in the management or control of a fund that manages or controls Developer;

(e) The exercise of minority veto or voting rights (whether provided by applicable Law, by Developer's organizational documents or by related member or shareholder agreements or similar agreements) over major business decisions of Developer, provided that if such minority veto or voting rights are provided by shareholder or similar agreements, TxDOT has received copies of such agreements; or

(f) The grant of Security Documents, in strict compliance with Section 4.3 of the Agreement, or the exercise of Lender remedies thereunder, including foreclosure.

Change Order means a written order issued by TxDOT to Developer under Article 14 of the Agreement.

Change Request means a written request from Developer seeking to change the character, quantity, quality, description, scope or location of any part of the Work, to modify or deviate from the FA Documents, or to develop non-mandatory Upgrades.

Chief Executive Officer of Developer means the chief executive officer, president or other senior officer of Developer, or the governing body of Developer, in each case having authority to negotiate and resolve a Dispute with the Executive Director and bind Developer by his or her decision in regard to such Dispute.

Claim means (a) a demand by Developer, which is or potentially could be disputed by TxDOT, for a time extension under the FA Documents, for payment of money or damages from TxDOT to Developer, or for payment from TxDOT of a Compensation Amount or Termination Compensation, or (b) a demand by TxDOT, which is or potentially could be disputed by Developer, for a time extension under Section 13.4 of the Agreement or for payment of money or damages from Developer to TxDOT.

Claimant means any Person that (a) has a direct contractual relationship with Developer, the P&P Obligor or any of its subcontractors to supply public work labor or material for the Facility and (b) would be considered a "payment bond beneficiary" under Government Code Sec. 2253.001 had a payment bond been provided for the Facility.

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

Collateral Agent means the Institutional Lender listed or otherwise designated to act as trustee or agent on behalf of or at the direction of the other Lenders in the Security Documents, or the Institutional Lender designated to act as trustee or agent on behalf of or at the direction of the other Lenders in an intercreditor agreement or other document executed by all Lenders to whom Security Documents are outstanding at the time of execution of such document, a copy of which shall be delivered by Developer to TxDOT. In the event of any Facility Debt issued and held by a single Lender, Collateral Agent means such Lender.

Commercial Rules has the meaning set forth in the Disputes Board Agreement.

Communication Plan has the meaning set forth in Section 4.3.6 of the Technical Provisions.

Comparable Limited Access Highways means Highways that have full control of access, are divided, have grade separations at intersections and are in other respects substantially similar to the Facility and associated facilities including frontage roads, as applicable. For purposes of this definition, determination of what portions of the Limited Access Highway system are substantially similar to the Facility shall be based on any one or more of similar age, design, engineering, construction, topographical features, operating systems and features, or other features or situations, and/or based on a geographical area in which Highways have been or are susceptible to being affected by a common event (such as but not

limited to hurricane or tornado). The presence or absence of tolling and tolling facilities shall not be a factor in determining whether a Highway is substantially similar to the Facility.

Compensation Amount means, except as specifically provided otherwise in the Agreement, the amount necessary to restore Developer to the same economic position it would have been in if the Compensation Event had not occurred, regardless of which method or timing for payment of such amount TxDOT chooses under Section 13.2.9 of the Agreement.

Compensation Event means any of the following events, without fault by Developer (and subject to notice requirements and the duty to mitigate the consequences of any Compensation Event in accordance with Section 13.3 of the Agreement):

(a) Discriminatory Change in Law;

(b) Discriminatory Action;

(c) Material breach by TxDOT of its material obligations under the Agreement or other FA Documents, including unreasonable failure to issue a certificate of Substantial Completion or certificate of satisfaction of conditions precedent to Service Commencement or Final Acceptance after Developer satisfies all applicable conditions and requirements for obtaining such a certificate;

(d) TxDOT-Caused Delay;

(e) TxDOT Change;

(f) Development, use or operation of the Airspace by TxDOT or anyone (other than a Developer-Related Entity (other than NTTA)) claiming under or through TxDOT, or development or operation by TxDOT of a Business Opportunity in the Airspace, to the extent set forth in Section 11.2.4 of the Agreement;

(g) Material adverse change after the Effective Date in the real property tax exemption set forth in Texas Tax Code, Sections 11.11(j), 25.06(c) and 25.07(c), including any loss of such tax exemption for the Facility due to the acts or omissions of TxDOT, where such change results in imposition of new or added real property taxes on Developer's leasehold or possessory interest in the Facility or Facility Right of Way;

(h) TxDOT's suspension of tolling pursuant to Section 3.4.3 of the Agreement to the extent set forth in Section 3.4.3 of the Agreement;

(i) A TxDOT Release of Hazardous Material;

(j) Issuance by a court in a legal proceeding challenging any NEPA Approval of a temporary restraining order or other form of temporary injunction that prohibits prosecution of any portion of the Work or imposition of tolls;

(k) Any change in the design concept of the Facility or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the design concept indicated in the alternative that was the subject of the NEPA Approval as of the Recalibration

Date. Notwithstanding the foregoing, any delays in obtaining or failure to obtain required FHWA design exceptions shall not be considered a Compensation Event;

(l) A Change in Law consisting of the imposition of new or added federal, State or local taxes on tolls or gross toll receipts or a Change in Law consisting of a change to Section 1 of the City of Fort Worth Ordinance No. 18104-05-2008;

(m) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval from any local Governmental Entity (other than the Trinity River Water District or with respect to obtaining the Section 408 Permit), except to the extent that such failure or delay results from failure by any Developer-Related Entity (other than NTTA) to locate or design the Facility (other than the TxDOT Works) or carry out the Work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Developer of the design concept included in the NEPA Approval, (ii) means or methods used by any Developer-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Developer to use or acquire Additional Property);

(n) A cardinal change in or from the Electronic Toll Collection System technology, but only where such change is required under Section 12.1.3(c) of the Agreement. For this purpose, "cardinal change" means a fundamental, categorical change in the nature or scope of such technology, not merely changes in radio frequencies, transponder modes, evolutionary upgrades and similar Technology Enhancements;

(o) (i) TxDOT's lack of good and sufficient title to any parcel in the Facility Right of Way after conclusion of TxDOT's purported acquisition of the parcel through negotiation or condemnation proceeding, to the extent it interferes with or adversely affects performance of Work or imposition of tolls, or (ii) the existence at any time following issuance of NTP2 of any title reservation, condition, easement or encumbrance on any parcel in the Facility Right of Way owned by TxDOT, of record or not of record, to the extent it interferes with or adversely affects performance of Work or imposition of tolls, except any title reservations, conditions, easements or encumbrances (A) concerning Utilities or (B) caused, permitted or suffered by a Developer-Related Entity;

(p) Delay in Financial Close beyond the Facility Financing Deadline, to the extent solely and directly attributable to unreasonable and unjustifiable delay by TxDOT or the Texas Private Activity Bond Surface Transportation Corporation (but no other PABs Issuer) in carrying out its pre-closing obligations under the PABs Agreement, but only if (A) such delay is not due to any fault of Developer, including Developer's failure to satisfy all requirements that it is obligated to satisfy under the PABs Agreement, (B) Developer's financing schedule includes normal and customary time periods for carrying out the ordinary and necessary functions of a conduit issuer of tax-exempt bonds, and (C) neither Party exercises its termination right under Section 4.1.4.4 of the Agreement;

(q) The existence of any TxDOT Works Defects during the TxDOT Warranty Period;

(r) During the period of construction of the Additional Ultimate Capacity Improvements, the failure by TxDOT to undertake any such construction in accordance with the manner contemplated in Part A, Section 2.2.3 of Exhibit 16 to the Agreement;

(s) Failure of TxDOT to achieve TxDOT Substantial Completion by the Original Expected TxDOT Substantial Completion Date; or

(t) Material adverse effect of the operation of an Unplanned Revenue Impacting Facility.

Compensation Event Notice means the written notice submitted by Developer in accordance with Section 13.2 of the Agreement.

Completed Payment Activity means a Payment Activity that Developer has certified as acceptable and ready for the following activity to begin.

Comprehensive Environmental Protection Program has the meaning set forth in Section 4.3 of the Technical Provisions.

Concession CDA has the meaning set forth in Recital F to the Agreement.

Confidential Materials has the meaning set forth in the Disputes Board Agreement.

Conflict of Interest means a conflict of interest as described in the definition of Disputes Board Member Conflict of Interest.

Conflicts Group means a Party, a Party's Affiliates and its and their agents, contractors, subcontractors or suppliers and any other Person that is a party to a Contract.

Construction Documents means all shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for construction of the Facility and/or the Utility Adjustments included in the Construction Work, in accordance with the FA Documents.

Construction Monitoring Plan (CMP) or **Construction, Operations and Maintenance Monitoring Plan (COMMP)** means the plan indicating times, locations, and other conditions under which monitoring of construction activities are to be performed to maintain and ensure compliance with Environmental Laws and FA Documents as more particularly described in Section 4.3.7 of the Technical Provisions.

Construction Work means all Work to build or construct, make, form, manufacture, furnish, install, supply, deliver or equip the Facility and/or the Utility Adjustments (other than construction of the TxDOT Works prior to the TxDOT Substantial Completion Date, Punch List items in respect of the TxDOT Works, and any repairs by TxDOT of TxDOT Works Defects pursuant to Section 25.7.2 of the Agreement). Construction Work includes landscaping.

Consumer Price Index or **CPI** means the Consumer Price Index for All Urban Consumers (CPI-U), All City Average, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics, for which the base year is 1982-84 = 100, or if such

publication ceases to be in existence, a comparable index selected by TxDOT and approved by Developer, acting reasonably. If such index is revised so that the base year differs from that set forth above, the CPI shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics otherwise alters its method of calculating such index, the Parties shall mutually determine appropriate adjustments in the affected index.

Contract means any agreement, and any supplement or amendment thereto, by Developer with any other Person, Contractor or Supplier to perform any part of the Work or provide any materials, equipment or supplies for any part of the Work, or any such agreement, supplement or amendment at a lower tier, between a Contractor and its lower tier Contractor or a Supplier and its lower tier Supplier, at all tiers. The term "Contract" excludes Utility Agreements.

Contractor means any Person with whom Developer has entered into any Contract to perform any part of the Work or provide any materials, equipment or supplies for the Facility and/or the Utility Adjustments included in the Construction Work, on behalf of Developer, and any other Person with whom any Contractor has further subcontracted any part of the Work, at all tiers.

Contributed Unreturned Equity means the outstanding contributed and unreturned equity paid to Developer by Affiliates or other equity investors in Developer, excluding any portion of such equity used or expended, or committed or available to be used or expended, for anything other than the purposes listed in Section 4.3.1 of the Agreement.

Cost to Cure means an appraisal method applied to estimate a proper adjustment for damages to a property that can be physically and economically corrected, as described in further detail in the TxDOT Appraisal and Review Manual.

Critical Path means the longest chain(s), in terms of time, of logically connected activities on the Facility Schedule ending with Final Acceptance.

CSC Host means the central computer system of the Person (which may include TxDOT) that supports customer service center account management functions for the Facility.

Cultural Resource Management Personnel has the meaning set forth in Section 4.4.4 of the Technical Provisions.

Customer Groups means groups, Persons and entities having a perceived stake or interest in the Facility, including: the media, elected officials, Governmental Entities, general public residing or working within the general vicinity of the Facility or traveling within or across the limits of the Facility, business owners within or adjacent to the Facility corridor, Utility Owners, railroads, transportation authorities and providers (e.g. D/FW International Airport and Dallas Area Rapid Transit), community groups, local groups (neighborhood associations, business groups, chambers of commerce, convention and visitors bureaus, contractors, etc.) and other Persons or entities affected by the Facility, including those identified in Section 3.2 of the Technical Provisions.

Day or **day** means calendar day unless otherwise expressly specified.

DB Phase or Design-Build Phase means the period from issuance of NTP1 until the applicable Service Commencement Date.

DBE Performance Plan means Developer's plan for meeting the DBE participation goals set forth in Section 10.9.2 of the Agreement. The DBE Performance Plan is Exhibit 14 to the Agreement.

DBE Special Provisions means TxDOT's special provisions for the TxDOT Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26, which special provisions are set forth in Exhibit 13 to the Agreement.

Decent, Safe and Sanitary (DSS) means the condition of a dwelling such that it meets applicable housing and occupancy codes.

Default Termination Event means each of the Developer Defaults listed in Section 19.3.1 and Section 19.3.4 of the Agreement.

Defect means a defect, whether by design, construction, installation, damage or wear, affecting the condition, use, functionality or operation of any Element of the Facility, which would cause or have the potential to cause one or more of the following:

(a) a hazard, nuisance or other risk to public or worker health or safety, including the health and safety of Users;

(b) a structural deterioration of the affected Element or any other part of the Facility;

(c) damage to a third party's property or equipment;

(d) damage to the Environment;

(e) failure of the affected Element or any other part of the Facility to meet a Performance Requirement; or

(f) failure of an Element to meet the Target for a measurement record as set forth in the columns headed "Target" and "Measurement Record" in the Performance and Measurement Table Baseline.

Design-Build Contract means the certain agreement between Developer and the Design-Build Contractor of even date herewith for the design and construction of the Facility (other than the GP Capacity Improvements) and/or the Utility Adjustments included in the Design Work and/or the Construction Work.

Design-Build Contractor means North Tarrant Infrastructure LLC.

Design Documents means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the design of the Facility and/or the Utility Adjustments included in the Design Work, the Construction Work and/or the O&M Work. Design Documents include the Final Design Documents.

Design Speed means the speed used to determine the various geometric design features of the roadway.

Design Work means all Work of design, engineering or architecture for the Facility, Facility Right of Way acquisition or Utility Adjustments (other than design, engineering and architecture for the construction of the TxDOT Works prior to the TxDOT Substantial Completion Date).

Developer means NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company, together with its permitted successors and assigns.

Developer-Caused Delay means any of the following events, to the extent they result in a material delay or interruption in TxDOT's performance of any material obligation under the Agreement with respect to the TxDOT Works, and provided such events are beyond TxDOT's control and are not due to any act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of TxDOT or any contractor or consultant of TxDOT (other than Developer), and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TxDOT:

(a) Interference with or disruption of the design or construction of the TxDOT Works by any Developer-Related Entity, or failure by Developer to coordinate with TxDOT, in either case in violation of any provision of the coordination plan approved by the Parties pursuant to Section 11.1.1.3 of the Agreement; or

(b) Failure of Developer to provide responses to proposed schedules, plans, design documents, third party agreements and other documents and matters submitted to Developer after the Effective Date for which response is required as a prerequisite to TxDOT's right to proceed or act with respect to the TxDOT Works, within the time periods specified in the FA Documents, or if no time period is specified, within a reasonable time, taking into consideration the nature, importance and complexity of the submittal or matter, following delivery of written notice from TxDOT requesting such action.

Developer Claims Account means the trust account of that name established and maintained under the Facility Trust Agreement.

Developer Closing Payment has the meaning set forth in Section 4.1.4.6 of the Agreement.

Developer Default has the meaning set forth in Section 17.1.1 of the Agreement.

Developer-Related Entity(ies) means (a) Developer, (b) Developer's shareholders, partners, joint venture members and/or members, (c) Contractors (including Suppliers), (d) any other Persons performing any of the Work, (e) any other Persons for whom Developer may be legally or contractually responsible, and (f) the employees, agents, officers, directors, shareholders, representatives, consultants, successors and assign of any of the foregoing.

Developer Release(s) of Hazardous Material means (a) Release(s) of Hazardous Material, or the exacerbation of any such release(s), attributable to the culpable actions, culpable omissions, negligence, willful misconduct, or breach of applicable Law or contract by any Developer-Related Entity; (b) Release(s) of Hazardous Materials arranged to be brought

onto the Site or elsewhere by any Developer-Related Entity; regardless of cause, or (c) use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any Developer-Related Entity in violation of the requirements of the FA Documents or any applicable Law or Governmental Approval.

Developer Relief Event Determination has the meaning set forth in Section 13.4.4 of the Agreement.

Developer's Interest means all right, title, interest and estate, real or personal, of Developer in, to, under or derived from the Agreement, the Lease and the other FA Documents, including Developer's right, title and interest in and to the Facility, Facility Right of Way, Toll Revenues, Principal Facility Documents, Facility Management Plan, Contracts, Submittals, Claims and Intellectual Property.

Developer's Utility Tracking Report means the report regarding Utilities likely to be impacted by the Facility which Developer shall maintain on a current basis in consultation with TxDOT with respect to any Utilities likely to be impacted by the TxDOT Works, as more particularly described in Section 6.5.2 of the Technical Provisions.

Deviation means any proposed or actual change, deviation, modification, alteration or exception from the Technical Provisions or Technical Documents.

Directive Letter means the letter described in Section 14.3 of the Agreement.

Disadvantaged Business Enterprise or **DBE** has the meaning set forth in Exhibit 13 to the Agreement.

Disclosure Statements has the meaning set forth in the Disputes Board Agreement.

Discriminatory or **Discriminatory Action** means (a) materially more onerous application to Developer or the Facility of changes or additions to Technical Provisions or Technical Documents than the application thereof to other Comparable Limited Access Highways, or (b) selective application of changes or additions to Technical Provisions or Technical Documents to Developer or the Facility and not to other Comparable Limited Access Highways. Notwithstanding the foregoing, the following actions are not Discriminatory or Discriminatory Actions: (i) any such application in response to any act or omission by or on behalf of Developer in violation of Law or the FA Documents; (ii) Safety Compliance; (iii) any such application in response to a directive by the U.S. Department of Homeland Security or comparable State agency, unless such directive is directed solely at or solely affects the Facility and such application requires specific changes in Developer's normal design, construction, operation or maintenance procedures in order to comply; (iv) planning, design, construction, operation and maintenance of Capacity Improvements, and (v) any other actions necessary to address potential safety concerns arising from a specific condition or feature peculiar to the Facility.

Discriminatory Change in Law means any Change in Law during the Term which is principally directed at and the effect of which is principally borne by Developer or private toll road operators in the State, except where such change (a) is in response, in whole or in part, to any failure to perform or breach of the FA Documents, violation of applicable Law or Governmental Approval, culpable act or culpable omission on the part of any Developer-Related Entity (other than NTTA), (b) is a directive by the U.S. Department of Homeland Security or comparable State agency, unless such directive is directed solely at or solely affects the Facility

and requires specific changes in Developer's normal design, construction, operation or maintenance procedures in order to comply, or (c) is otherwise expressly permitted under the FA Documents.

Dispute means any Claim, dispute, disagreement or controversy between TxDOT and Developer concerning their respective rights and obligations under the FA Documents, including concerning any alleged breach or failure to perform and remedies.

Dispute Resolution Procedures means the procedures for resolving Disputes set forth in Section 17.8 of the Agreement.

Disputes Board has the meaning set forth in the Disputes Board Agreement.

Disputes Board Agreement means the agreement in the form attached to the Agreement as Exhibit 19 to the Agreement.

Disputes Board Chair has the meaning set forth in the Disputes Board Agreement.

Disputes Board Decision means a written decision that the Disputes Board issues to the Parties on any Dispute submitted to the Disputes Board, together with its written findings of fact and conclusions of law in support of the decision.

Disputes Board Member Candidate Evaluation Period has the meaning set forth in the Disputes Board Agreement.

Disputes Board Member Candidates' List has the meaning set forth in the Disputes Board Agreement.

Disputes Board Member Conflict of Interest means, with respect to any individual who is or is proposed to be a Disputes Board member, any one or more of the following:

(a) Such individual is currently or was in the past employed by any member of the Conflicts Group, except that service as a member of other disputes review boards on other contracts or retention as an independent consultant on other contracts does not create a Conflict of Interest so as to preclude an individual from serving as a Disputes Board member;

(b) Such individual has or is reasonably likely to have a pecuniary interest in the outcome of the applicable Dispute or such individual has any (i) ownership interest in any member of the Conflicts Group, except a remote interest or (ii) financial interest in any of the FA Documents or Principal Facility Documents or any Contract (except that such individual's interest in receiving, and receipt of, payment for service on the Disputes Board shall not be considered a financial interest for purposes of this definition), except for a remote interest. An ownership interest is remote only if it is less than 0.5% of the issued and outstanding shares or other legal or beneficial ownership interest, or less than 0.5% of the issued and outstanding indebtedness, of a member of the Conflicts Group. Mere use of the Facility shall not constitute a pecuniary, ownership or financial interest for purposes of this definition;

(c) Such individual shall not have had substantial prior involvement in any aspect of the Agreement or its procurement, a Contract or the Facility of a nature which could reasonably be expected to affect his or her ability to impartially resolve Disputes;

(d) Such individual shall not know of any reason, including the existence of any of the Conflicts of Interest as described in this definition, why he or she cannot be impartial in resolving Disputes; and

(e) In addition to the Conflicts of Interest described above, any other circumstance arising out of such individual's existing or past activities, business interests and/or contractual relationships with any member of the Conflicts Group such that such individual is or is reasonably likely to be unable to render a Disputes Board Decision impartially or such individual's objectivity in performing his or her role on the Disputes Board is or is reasonably likely to be impaired.

Disputes Board Member Joinder Agreement has the meaning set forth in the Disputes Board Agreement.

Disputes Board Member Misconduct means, with respect to any individual who is a Disputes Board member, any one or more of the following:

(a) Any *ex parte* communication or discussion between any Disputes Board member and either Party (or a member of the Conflicts Group on behalf of either Party) or other *ex parte* communication prohibited under R-10 of the Disputes Board Commercial Rules;

(b) Any offer, solicitation, discussion, agreement or understanding between any Disputes Board member and any Party or any other Person regarding (i) remuneration conditioned upon the nature or result of a certain Disputes Board Decision or (ii) employment of the Disputes Board member by any member of the Conflicts Group following termination of such member's services on the Disputes Board, except for employment as a member of a subsequent Disputes Board or similar disputes board for a project other than the Facility;

(c) The rendition of advice or consultative services to either Party or member of the Conflicts Group;

(d) A material lack of the requisite experience under Section 4.1 of the Disputes Board Agreement that was not and could not reasonably have been discovered by the Nominating Party or the Evaluating Party at the time such individual was proposed and approved for inclusion on the Nominating Party's Disputes Board Member Candidates' List, including, by way of example, a situation where such individual has materially misrepresented his or her experience to the Parties; or

(e) In connection with procurement of a Disputes Board Decision, evident partiality due to corruption or fraud.

Disputes Board Member Qualifications has the meaning set forth in the Disputes Board Agreement.

Distribution means any distribution, dividend, interest payment, repayment of principal, breakage cost, guaranteed payment, reduction in capital, redemption or purchase of shares or variation of share capital, loan, transfer of assets or rights not received in the ordinary course of business, other payment, monetary or in-kind, or other delivery of any other benefit which is not in the ordinary course of business, made or projected to be made by Developer to the shareholders, members, partners, joint venture members or other holders of an equity interest in Developer (collectively "equity investors") or to Affiliates, including from proceeds of any Refinancing, on account of or related to equity investment in Developer or Affiliates or on account of or related to any loan from any such Person to Developer or Affiliates, that is not secured by Security Documents. Used in the context of Refinancing Gain and when the same is realized or distributed by Developer, in the context of any internal rate of return on equity described in the FA Documents or in the context of a Compensation Amount or Termination Compensation, "Distribution" also means and includes (a) fees and surcharges of all kinds, however denominated or characterized, paid or projected to be paid from Toll Revenues or proceeds of equity or debt financing to equity investors or Affiliates, and (b) interest and principal paid or projected to be paid from Toll Revenues on debt, other than senior lien Facility Debt, held by equity investors or Affiliates, including Subordinate Debt.

DRP Rules means, as of the Effective Date, the administrative rules promulgated in accordance with Section 201.112(a) of the Code, adopted by TxDOT in accordance with the Texas Administrative Procedure Act and effective under Rule §9.6 of Subchapter A, Chapter 9, Part 1, Title 43 of the Texas Administrative Code.

Dynamic Message Signs (DMS) has the meaning set forth in Section 17.2.5 of the Technical Provisions.

Dynamic Mode has the meaning set forth in Part J of Exhibit 4 to the Agreement.

Early Adjustment means a Utility identified as such in Section 6 of the Technical Provisions.

Early Termination Date means the effective date of termination of the Agreement and Lease for any reason prior to the stated expiration of the Term, as specified in the relevant provisions of Article 19 and Exhibit 20 of the Agreement; provided, that in the case of termination of the Agreement under Section 19.14.1, "Early Termination Date" shall mean the effective date of termination of the Agreement solely in respect of the Segment 3B Facility Segment.

Effective Date means the date of the Agreement or such other date as shall be mutually agreed upon in writing by TxDOT and Developer.

Electronic Toll Collection System (ETCS) means the electronic toll collection system, including its components, systems and subsystems, the hardware and physical infrastructure, and the software provided by Developer.

Element means an individual component, system or subsystem of the Facility or of a Utility Adjustment included in the Construction Work, and shall include at a minimum a breakdown into the items described in the Performance and Measurement Table Baseline.

Element Category means each of the main headings numbered 1 to 19 in the column entitled "Element Category" in the Performance and Measurement Table Baseline.

Eligible Investments means any one or more of the following securities:

(a) Direct obligations of, and obligations fully and unconditionally guaranteed by, (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America;

(b) Demand or time deposits, federal funds or bankers' acceptances issued by any depository institution or trust company, provided that (i) any demand or time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation or (ii) any commercial paper or the short-term deposit rating or the long-term unsecured debt obligations or deposits of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have been rated "A" or higher by a Rating Agency;

(c) Commercial paper (including both non-interest-bearing discount obligations and interest-bearing obligations payable on demand or on a specified date not more than one year after the date of issuance thereof) which has been rated "A" or higher by a Rating Agency at the time of such investment;

(d) Any money market funds, the investments of which consist of cash and obligations fully and unconditionally guaranteed by (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" or higher by a Rating Agency; and

(e) Other investments then customarily accepted by the State in similar circumstances;

provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

Emergency means an unforeseen event affecting the Facility whether directly or indirectly which (a) causes or has the potential to cause disruption to the free flow of traffic on the Facility or a threat to the safety of the public; (b) is an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Facility, to the Environment, to property adjacent to the Facility or to the safety of Users or the traveling public; or (c) is recognized by the Texas Department of Public Safety as an emergency.

Emergency Services means law enforcement, ambulance service and other similar services from agencies with which Developer establishes protocols for Incident or Emergency response, safety and security procedures, as set forth in the Incident Management Plan.

Environment means air, soils, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, biological resources, including endangered, threatened and sensitive species, natural systems, including ecosystems, and historic, archeological and paleontological resources.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with development of the Facility, including approvals and permits required under NEPA.

Environmental Commitment (also Environmental Permits, Issues and Commitments) means an environmental requirement that must be fulfilled before, during or after construction. Environmental Commitments include commitments to avoid impacts in specified areas, complete environmental investigations before construction impacts, or to perform specified actions after completion of construction.

Environmental Compliance and Mitigation Plan (ECMP) means Developer's plan, to be prepared under the CEPP described in the Facility Management Plan, for performing all environmental mitigation measures set forth in the Environmental Approvals (other than with respect to the TxDOT Works prior to the TxDOT Substantial Completion Date), including the NEPA Approval and similar Governmental Approvals for the Facility (other than with respect to the TxDOT Works prior to the TxDOT Substantial Completion Date) or the Work, or set forth in the FA Documents, and for complying with all other conditions and requirements of the Environmental Approvals.

Environmental Compliance Inspectors (ECIs) means the individual(s) retained or employed by Developer who provide on-site monitoring of the Facility and the Work under direction of the Environmental Compliance Manager as more particularly described in Section 4.4.3 of the Technical Provisions.

Environmental Compliance Manager (ECM) means the individual employed by Developer who has the authority and responsibility for monitoring, documenting and reporting environmental compliance for the Work as more particularly described in Section 4.4.1 of the Technical Provisions.

Environmental Law means any Law applicable to the Facility or the Work regulating or imposing liability or standards of conduct that pertains to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the Environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, set forth in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Facility or the Work, as such have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof) including those relating to:

(a) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of Hazardous Materials;

(b) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;

(c) Releases of Hazardous Materials;

(d) Protection of wildlife, Threatened or Endangered Species, sensitive species, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;

(e) The operation and closure of underground storage tanks;

(f) and safety of employees and other persons; and

(g) Notification, documentation, and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following:

(i) The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*), as amended;

(ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 *et seq.*), as amended;

(iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*);

(iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 *et seq.*), as amended;

(v) The Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), as amended;

(vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*);

(vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, *et seq.*), as amended;

(viii) The Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), as amended;

(ix) The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 *et seq.*), as amended;

(x) The Oil Pollution Act (33 U.S.C. §§ 2701, *et. seq.*), as amended;

(xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 *et seq.*), as amended;

(xii) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 *et seq.*), as amended;

(xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 *et seq.*), as amended;

(xiv) The Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*);

(xv) The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*), as amended;

(xvi) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 *et seq.*), as amended;

(xvii) The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*), as amended;

(xviii) The Coastal Zone Management Act (33 U.S.C. §§ 1451 *et seq.*), as amended;

(xix) The Texas Health and Safety Code, including Chapter 382 (the Clean Air Act), Chapter 383 (the Clean Air Financing Act), Chapter 361 (the Texas Solid Waste Disposal Act), Chapter 362 (the Solid Waste Resource Recovery Financing Act), Chapter 363 (the Municipal Solid Waste Act), Chapter 364 (the County Solid Waste Control Act), Chapter 370 (the Texas Toxic Chemical Release Reporting Act), Chapter 371 (the Texas Used Oil Collection, Management, and Recycling Act), Chapter 401 (the Texas Radioactive Materials and Other Sources of Radiation Act), Chapter 402 (the Texas Low-Level Radioactive Waste Disposal Authority Act), Chapter 502 (the Texas Hazard Communication Act), Chapter 505 (the Texas Manufacturing Project Community Right-To-Know-Act), Chapter 506 (the Texas Public Employer Community Right-To-Know-Act), and Chapter 507 (the Texas Non-manufacturing Facilities Community Right-To-Know-Act);

(xx) The Texas Natural Resources Code, including Chapter 40 (the Texas Oil Spill Prevention and Response Act of 1991);

(xxi) The Texas Water Code;

(xxii) The Texas Parks and Wildlife Code;

(xxiii) The Texas Agriculture Code, including Chapter 76 (Pesticide and Herbicide Regulation) and Chapter 125 (the Agricultural Hazard Communication Act);

(xxiv) The Texas Asbestos Health Protection Act (Texas Occupations Code, Chapter 1954); and

(xxv) The Surface Coal Mining and Reclamation Act (Texas Natural Resources Act, Chapter 134).

Environmental Management System (EMS) means the system and program that the Environmental Compliance Manager supervises. The system and program includes monitoring field activities for environmental compliance by environmental inspectors, producing weekly reports, providing an environmental training program including a training staff, and developing an environmental team as more particularly described in Section 4.3 of the Technical Provisions.

Environmental Monitoring Reports (EMRs) means the reports prepared by the ECM providing detailed information on development activities, species or resources monitored, and compliance / non-compliance issues as more particularly described in Section 4.3 of the Technical Provisions.

Environmental Protection Training Plan (EPTP) means the program to be initiated by Developer to ensure the Work is conducted in compliance with all Environmental Laws and Environmental Approvals applicable to the Facility as more particularly described in Section 4.3 of the Technical Provisions.

Environmental Team (ET) means the personnel team appointed by Developer, and led by the ECM, to ensure compliance with all Environmental Laws and Environmental Approvals applicable to the Facility and the Work as more particularly described in Section 4.4 of the Technical Provisions.

Environmental Training Staff means Facility personnel with experience as set forth in the Technical Provisions and appointed by the ECM to develop and implement an Environmental Protection Training Program as more particularly described in Section 4.4.2 of the Technical Provisions.

Equity IRR means a blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the full Term (excluding potential extensions of the Term) equal to that projected in the Base Case Financial Model.

Escrow Agent has the meaning set forth in Section 22.5.2 of the Agreement.

Evaluating Party has the meaning set forth in the Disputes Board Agreement.

Excess Revenues has the meaning set forth in Part D, Section 1.6.1, 1.6.2 or 1.6.3 of Exhibit 7 to the Agreement, as applicable.

Executive Director means the Executive Director of TxDOT appointed by the Texas Transportation Commission and any successor thereto having substantially similar powers and authority.

Exempt Refinancing means:

(a) Any Refinancing that was fully and specifically identified and taken into account in the Base Case Financial Model;

(b) Amendments, modifications, supplements or consents to Funding Agreements and Security Documents, and the exercise by a Lender of rights, waivers, consents and similar actions, in the ordinary course of day-to-day loan administration and supervision;

(c) Movement of monies between the Facility accounts in accordance with the terms of Funding Agreements and Security Documents or the Facility Trust Agreement;

(d) Any of the following acts by a Lender of senior lien priority Facility Debt: (i) The syndication of any of such Lender's rights and interests in the senior Funding Agreements; (ii) the grant by such Lender of any rights of participation, or the disposition by such Lender of any of its rights or interests, in respect of the senior Funding Agreements in favor of any other Lender of senior lien Facility Debt or any other investor; or (iii) the grant by such Lender of any other form of benefit or interest in either the senior Funding Agreements or the revenues or assets of Developer, whether by way of security or otherwise, in favor of any other Lender of senior lien Facility Debt or any investor; and

(e) Periodic resetting and remarketing of tax exempt or taxable bonds that bear interest at a variable or floating rate and are money market eligible under Rule 2a7 of the Securities and Exchange Commission.

Exempt Refinancing does not include the issuance of Initial Facility Debt.

Exempt Vehicles means authorized emergency vehicles, as defined in Transportation Code, Section 541.201, marked, recognizable military vehicles; vehicles of TxDOT contractors

working on the construction, improvement, maintenance or operation of the Facility; recognized transit agency buses, rubber-wheeled trolleys, and vans used for mass transportation under applicable Laws (the current recognized transit agencies in the Dallas Area are DART, DCTA and the "T"); and, at Developer's election, vehicles registered to Developer, its Contractors or their respective employees and used solely or primarily for on-site Construction Work or on-site O&M Work.

Existing Improvements means the existing highway, bridge, frontage road and related improvements within the Facility Right of Way as of the Effective Date.

Existing Utility Property Interest means any right, title or interest in real property (e.g., a fee or an easement) claimed by a Utility Owner as the source of its right to maintain an existing Utility in such real property, which is compensable in eminent domain.

Expected TxDOT Substantial Completion Date means the date set forth in Exhibit 9 to the Agreement, as such deadline may be extended for TxDOT Relief Events.

Expendable Materials means (a) tangible personal property that loses its distinct and separate identity when incorporated into real property (examples include framing lumber, bricks, steel, re-bar, concrete) and (b) consumable items, defined as nondurable tangible personal property that is used to improve real property and that, after being used once for its intended purpose, is completely used or destroyed so that it has no salvage value (examples include non-reusable concrete forms, non-reusable drop cloths, barricade tape, natural gas, and electricity).

Extended Relief Event means and is limited to the occurrence of a Relief Event or combination of Relief Events that would entitle Developer to an extension of the Term under Section 13.1.4 of the Agreement but all or a portion of such extension of the Term is not available to Developer solely because of limitations on the length of the Term under applicable Law. For avoidance of doubt, if the extension of the Term is available under applicable Law for the maximum cumulative extension of ten years set forth in Section 13.1.4.2 of the Agreement, then the Relief Event or combination of Relief Events does not constitute an Extended Relief Event.

FA Documents or Facility Agreement Documents has the meaning set forth in Section 1.2 of the Agreement.

Facility means the transportation facilities and all related structures and improvements, including an Electronic Toll Collection System and communications systems used in connection with operation of such transportation facilities, to be financed, developed, designed, constructed, operated and maintained pursuant to the terms of the FA Documents, including the Ultimate Configuration as more particularly described in Section 1.1.5 of the Technical Provisions. "Facility" includes Upgrades.

Facility Agreement or FA means the Facility Agreement between TxDOT and Developer for the Facility, as it may be amended from time to time.

Facility Baseline Schedule or FBS means the logic-based critical path schedule for all Work from commencement of the Work leading up to and including Final Acceptance, as more particularly described in Section 2 of the Technical Provisions.

Facility Debt means bona fide indebtedness (including subordinated indebtedness) incurred by Developer or its Affiliates for or in respect of funds borrowed (including bona fide indebtedness with respect to any financial insurance issued for funds borrowed) or for the value of goods or services rendered or received, the repayment of which has specified payment dates and is secured by one or more Security Documents. Facility Debt includes principal, capitalized interest, accrued interest, customary and reasonable lender, financial insurer, agent and trustee fees, costs, expenses and premiums with respect thereto, payment obligations under interest rate and inflation rate hedging agreements or other derivative facilities with respect thereto, reimbursement obligations with respect thereto, lease financing obligations, and Breakage Costs. Facility Debt excludes any indebtedness of Developer or any shareholder, member, partner or joint venture member of Developer that is secured by anything less than the entire Developer's Interest, such as indebtedness secured only by an assignment of economic interest in Developer or of rights to cash flow or dividends from Developer. Facility Debt also excludes any increase in indebtedness to the extent resulting from an agreement or other arrangement Developer enters into or first becomes obligated to repay after it was aware (or should have been aware, using reasonable due diligence) of the occurrence or prospective occurrence of an event of termination giving rise to an obligation of TxDOT to pay Termination Compensation, including Developer's receipt of a Notice of Termination for Convenience and Developer's declaration of a TxDOT default of the type entitling Developer to terminate the Agreement and Lease. In addition, no debt shall constitute Facility Debt unless and until the Collateral Agent provides TxDOT with notice thereof and the related Funding Agreements and Security Documents in accordance with Section 20.1.3 of the Agreement. Subject to the foregoing exclusions, Facility Debt includes the PABs and obligations arising thereunder and TIFIA loans, guaranties and credit support, and obligations arising thereunder.

Facility Extension means a linear addition to the original Facility by Developer, including any at either terminus of the original Facility and any linear improvement that interconnects with the original Facility at a Facility interchange.

Facility Financing Deadline means 90 days after the Recalibration Date, as such deadline may be extended pursuant to Section 4.1.4.1 of the Agreement.

Facility Implementation Plan has the meaning set forth in Recital J to the Agreement.

Facility Management Plan means the document complying with Section 2 of the Technical Provisions and approved by TxDOT.

Facility Manager means the individual designated by Developer and approved in writing by TxDOT in the position to take full responsibility for the prosecution of the Work and will act as a single point of contact on all matters on behalf of Developer as described in the approved Facility Management Plan.

Facility Plan of Finance means Developer's plan for financing the Facility (other than Upgrades), but excepting TxDOT's obligation to finance and pay for the acquisition, design, permitting, development and construction of the TxDOT Works and for repairs required under Section 25.7.2 of the Agreement, portions of which plan are deposited in an Intellectual Property Escrow and the remaining portions of which are set forth in Exhibit 5 to the Agreement, as such plan may be updated by Developer pursuant to an alternative Facility Plan of Finance delivered pursuant to Section 4.1.4.5 of the Agreement and as further updated as of the Recalibration Date pursuant to Section 4.1.4.5(g)(i) of the Agreement.

Facility Right of Way or **Facility ROW** means any real property (which term is inclusive of all estates and interests in real property), improvements and fixtures within the lines established by the NEPA Approval to delineate the outside limits of the Facility, as such limits may be adjusted from time to time in accordance with the FA Documents (including adjustments for Additional Properties). The term specifically includes all air space, surface rights and subsurface rights within the limits of the Facility Right of Way.

Facility Schedule means one or more, as applicable, of the logic-based critical path schedules (the Facility Baseline Schedule and the Facility Status Schedule Update) for all Work leading up to and including Service Commencement, and for tracking the performance of such Work, as the same may be revised and updated from time to time in accordance with Section 2 of the Technical Provisions.

Facility Segment means any of the following: the Segment 3A Facility Segment, the Segment 3B Facility Segment, the 3A Ultimate Capacity Improvement, the 3B Ultimate Capacity Improvement or the Additional Ultimate Capacity Improvements.

Facility Specific Locations means areas in which Developer proposes Facility-specific activities in connection with the Construction Work not within the Facility Right of Way boundaries identified in the NEPA Approval, such as construction work sites, temporary work areas, staging areas, storage areas, and earth work material borrow sites.

Facility Status Schedule Update or **Project Status Schedule Update** means the logic-based critical path schedule submitted monthly containing progress status and enabling comparison to the Facility Baseline Schedule.

Facility Trust Agreement means the agreement by that name between Developer and the party to be named therein as trustee, in substantially the form attached as Exhibit 30 to the Agreement, to be executed and delivered on or prior to Financial Close as provided in Section 1.4.1 of the Agreement.

Facility Trust and Security Instruments means the Facility Trust Agreement and any custody or joinder agreement entered into pursuant to Section 8.7.8 or 19.10.4 of the Agreement.

Facility Trust Fund means the trust fund by that name established under the Facility Trust Agreement.

Fair Market Value means with respect to the Developer's Interest the following, determined according to the procedures set forth in Exhibit 20 to the Agreement:

(a) The amount that a willing and able buyer would offer, and a willing and able seller would accept, for the purchase and sale of the Developer's Interest, in an arm's length transaction, assuming:

(i) Neither party is under economic compulsion or has special bargaining power;

(ii) Subject to clause (e) below, the buyer possesses all information in the possession of Developer relating to the Facility, its condition, the Work, the FA Documents, and the revenues and expenses of Developer;

(iii) The event or circumstance that requires determination of fair market value had not occurred and accordingly the Developer's Interest would remain in effect and Developer would remain a going concern for the balance of the original Term and would not receive or be entitled to receive any compensation for fair market value from TxDOT under the Agreement;

(iv) Subject to clause (e) below, there exists no prior, known or reasonably foreseeable unusual temporary event or circumstance specific to the Facility (e.g. damage or destruction) or to the toll road project financing market (as distinguished from general market, economic and environmental conditions), positive or negative, except to the extent such an event or circumstance is not yet rectified and affects the existing or future condition or continued viability of the Facility or the cost to rectify and recover, in which case Fair Market Value will reflect the cost of such event or circumstance, positive or negative (if such event or circumstance consists of damage or destruction, Fair Market Value will exclude (A) the estimated cost to repair and replace the damage or destruction and (B) the loss of Toll Revenues during the estimated time to repair and replace the damage or destruction, and Developer will retain the right to insurance coverage for loss occasioned thereby);

(v) There would occur no future unusual temporary event or circumstance specific to the Facility (e.g. damage or destruction) or the toll road project financing market (as distinguished from general market, economic and environmental conditions), positive or negative, not known or reasonably foreseeable at the time of appraisal;

(vi) There would occur no future Change in Law not known or reasonably foreseeable at the time of appraisal; and

(vii) There exists no adverse effect from a TxDOT Default, and both Parties would generally continue to perform their respective obligations (including Developer's Renewal Work and Upgrade obligations) under the FA Documents for the remainder of the Term absent early termination.

(b) If the event triggering Fair Market Value determination occurs prior to the Service Commencement Date for all Facility Segments, then it also shall be assumed that Service Commencement will occur or has occurred by the Service Commencement Deadline and that the Term will continue thereafter for the full originally stated Term; and valuation shall take into account the capital costs previously expended and expected capital costs to achieve Substantial Completion, Service Commencement and Final Acceptance, expected dates of Substantial Completion and Service Commencement for each Facility Segment under the then Facility Schedule, and existing and expected circumstances affecting cost and the schedule for performance, including existing and expected delay both due to Relief Events and to other circumstances that are not Relief Events. The foregoing amount shall be subject to reduction as provided in clause (c) below.

(c) If Fair Market Value is being determined where the Termination Date precedes Service Commencement for all Facility Segments, then there shall be subtracted from the amount under clause (b) above the amount of capital costs and investment (including capitalized interest) that Developer would be reasonably expected to incur from and after the Termination Date to achieve Substantial Completion, Service Commencement and Final Acceptance for all the Facility Segments in accordance with the terms of the Agreement.

(d) Fair Market Value excludes the value of cash in accounts held by or on behalf of Developer, including in Lender accounts and reserve accounts. Fair Market Value also excludes the value of cash held in the Handback Requirements Reserve, if any.

(e) The effect of any Compensation Event occurring prior to determination of Fair Market Value shall be addressed as follows:

(i) To the extent Developer previously received payment of a Compensation Amount for adverse cost and revenue impacts accruing from and after the Early Termination Date from such Compensation Event, Fair Market Value shall not further compensate Developer for such impacts, and accordingly Fair Market Value shall be determined by taking into account the adverse cost and revenue impacts accruing from and after the Early Termination Date;

(ii) To the extent a Compensation Amount has previously been determined by mutual agreement or pursuant to the Dispute Resolution Procedures and would be payable to Developer after the Early Termination Date for adverse cost and revenue impacts accruing from and after the Early Termination Date from such Compensation Event, Fair Market Value shall include the present value of the right to such future payments (and, as provided in Section 19.8.1 of the Agreement, Developer shall have no other Claim for such future adverse cost and revenue impacts); and

(iii) To the extent no Compensation Amount has previously been determined for such Compensation Event, then Fair Market Value shall be determined as if the Compensation Event had not occurred and therefore is unaffected by any adverse cost and revenue impacts of the Compensation Event accruing from and after the Early Termination Date (and, as provided in Section 19.8.1 of the Agreement, Developer shall have no other Claim for such future adverse cost and revenue impacts).

Fast-Track Dispute any Claim or Dispute that Developer and TxDOT mutually agree in writing merits expedited resolution because of its impact on the performance or progress of the Work.

Federal Requirements means the provisions required to be part of federal-aid construction contracts, including the provisions set forth in Exhibit 8 to the Agreement.

Final Acceptance means for each Facility Segment, the occurrence of all the events and satisfaction of all the conditions set forth in Section 7.8.4 of the Agreement, as and when

confirmed by TxDOT's issuance of a certificate in accordance with the procedures and within the time frame established in Section 7.8.4 of the Agreement.

Final Acceptance Deadline means for each Facility Segment the deadline for achieving Final Acceptance, as set forth in the Milestone Schedule, as such deadline may be extended for Relief Events, or TxDOT Relief Events, as applicable, from time to time pursuant to the Agreement.

Final Design means, depending on the context: (a) the Final Design Documents, (b) the design concepts set forth in the Final Design Documents or (c) the process of development of the Final Design Documents.

Final Design Documents means the Design Documents which provide the complete and final documents necessary or related to construction, operations and maintenance of the Facility (other than TxDOT Works) or any portion thereof and any Utility Adjustments included in the Design Work, the Construction Work and/or the O&M Work.

Financial Close means satisfaction of all of the conditions set forth in Section 4.1.4.2 of the Agreement.

Financial Model Formulas means the financial formulas that Developer submitted at the Effective Date, as the same may be changed pursuant to Section 5.2.3 of the Agreement, for projecting after tax internal rates of return over the Term to equity investors in Developer, which financial formulas are used as part of the Base Case Financial Model, including the traffic and revenue model that Developer and TxDOT have agreed upon as of the Effective Date, and are used as part of each Base Case Financial Model Update, but without the data and information used by or incorporated in the Base Case Financial Model or Base Case Financial Model Update. The phrase "after tax" refers to U.S. federal income tax and State margin tax, and excludes any foreign income tax and other tax of any kind.

Financial Modeling Data means all back-up information regarding the basis for Developer's estimates, projections and calculations in the Base Case Financial Model and in Base Case Financial Model Updates of revenues, pricing, costs, expenses, repayment of Facility Debt, Distributions and internal rate of return, including:

(a) Developer's Detailed Pricing Form;

(b) A data book fully describing all assumptions underlying the estimates, projections and calculations in the Base Case Financial Model, and updates to such data book related to Base Case Financial Model Updates;

(c) The step by step instructions on the procedure to run and to optimize the Financial Model Formulas and Base Case Financial Model submitted at the Effective Date, and updates thereto related to the Base Case Financial Model and Base Case Financial Model Updates;

(d) The Base Case Traffic Model and any future updates thereto or new traffic models and traffic data prepared by or on behalf of Developer related to Base Case Financial Model Updates;

(e) Copies of all offers, and all data and information within this definition, received from all Contractors (at all tiers) identified at the Effective Date and any other potential Contractors that provided data and information used as the basis for Developer's Detailed Pricing Form;

(f) Copies of all offers, and all data and information within this definition, received from all Contractors (at all tiers) related to any Compensation Event or Change Order;

(g) All information and documents describing the amounts, timing, terms and other commercially sensitive provisions associated with each equity source, loan facility and debt instrument included in the Facility Plan of Finance; and

(h) All other supporting data, technical memoranda, calculations, formulas, unit and materials prices (if applicable) and such other cost, charge, fee and revenue information used by Developer (i) in support of developing the inputs used in the Base Case Financial Model, (ii) in support of developing inputs used in any Base Case Financial Model Update, or (iii) related to any Compensation Event, Relief Event or Change Order.

Financial Option Security means the bond or letter of credit in the amount of $10 million provided by Developer to TxDOT on the Effective Date, as it may be increased pursuant to Section 4.1.4.5(b) and/or Section 4.1.4.1(a) of the Agreement.

Fiscal Year means the calendar year or any other consecutive 12-month period selected by Developer and approved by TxDOT.

Fitch means Fitch Ratings Ltd.

Float means the amount of time that any given activity or logically connected sequence of activities shown on the Facility Schedule may be delayed before it will affect Final Acceptance. Such Float is generally identified as the difference between the early completion date and late completion date for activities as shown on the Facility Schedule.

For Cause has the meaning set forth in the Disputes Board Agreement.

Force Majeure Event means the occurrence of any of the following events that materially and adversely affects performance of Developer's obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Developer: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Facility, in each case occurring within the State; (b) any act of terrorism or sabotage that causes direct physical damage to the Facility; (c) nuclear explosion or contamination, in each case occurring within the State; and (d) riot and civil commotion on or in the immediate vicinity of the Facility.

Formal Consultation means any discussions or correspondence about listed species that takes place subsequent to FHWA submitting a written request for consultation and USFWS submitting a written response acknowledging initiation or consultation.

Frontage Road means a Highway located along a Limited Access Highway for service to abutting property and adjacent areas with respect to the Facility.

Funding Agreement means:

(a) Any loan agreement, funding agreement, account maintenance or control agreement, premium letter, insurance or reimbursement agreement, intercreditor agreement, subordination agreement, trust indenture, agreement from any shareholder, member, partner or joint venture member in favor of any Lender, hedging agreement, interest rate swap agreement, guaranty, indemnity agreement, agreement between any Contractor and any Lender, or other agreement by, with or in favor of any Lender pertaining to Facility Debt (including any Refinancing), other than Security Documents;

(b) Any note, bond or other negotiable or non-negotiable instrument evidencing the indebtedness of Developer for Facility Debt (including any Refinancing); and

(c) Any amendment, supplement, variation or waiver of any of the foregoing agreements or instruments.

General Inspections shall have the meaning set forth in Section 19.4.3 of the Technical Provisions.

General Purpose Lanes means Limited Access Highway lanes with respect to the Facility other than Managed Lanes.

Geotechnical Engineering Reports means the reports which meet the requirements described in Section 8.2 of the Technical Provisions.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, constructor, operator or maintenance provider seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and engaged in the same type of undertaking in the United States under similar circumstances and conditions.

Governmental Approval means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda 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, which authorize or pertain to the Facility or the Work.

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.

GP Capacity Improvements means either or both of the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement.

GP Capacity Improvements Design-Build Contract means the Key Contract that Developer will procure and enter into for the design and construction of the 3A Ultimate

Capacity Improvements or 3B Ultimate Capacity Improvements, or both, pursuant to Part A, Section 1.3 of Exhibit 16 to the Agreement.

GP Capacity Improvements Design-Build Contractor means the Key Contractor under the GP Capacity Improvements Design-Build Contract.

GP Capacity Improvements T&R Dispute has the meaning set forth in Section 3.1.5 of Exhibit 19 to the Agreement.

GP Hourly Average Speed means Hourly Average Speeds on the General Purpose Lanes measured in accordance with Part A, Section 1.8 of Exhibit 16 to the Agreement.

GP Public Funds Account means the trust account of that name established under the Facility Trust Agreement for holding the GP Public Funds Amount.

GP Public Funds Amount means the amount of public subsidy TxDOT is required to pay to Developer in respect of the GP Capacity Improvements, calculated and payable as set forth in Part D of Exhibit 7 to the Agreement.

Grounds for Appeal means one or more of the following, each of which is acknowledged by the Parties to constitute Dispute Board error within the scope of SOAH authority to hear on appeal:

(a) The Disputes Board acted beyond the limits on its authority set forth in Sections 17.8.4.1(d) and (e) of the Agreement;

(b) The Disputes Board failed, in any material respect, to properly follow or apply the procedures for handling, hearing and deciding on the Dispute required under Section 17.8 of the Agreement and the Disputes Board Agreement; or

(c) A Disputes Board Member Conflict of Interest or Disputes Board Member Misconduct existed or occurred.

Guarantor means any Person that is the obligor under any guaranty in favor of TxDOT required under the Agreement, including any guaranty of the Design-Build Contract or any O&M Contract.

Handback Plan has the meaning set forth in Section 19.3 of the Technical Provisions.

Handback Requirements means the terms, conditions, requirements and procedures governing the condition in which Developer is to deliver the Facility and Facility Right of Way to TxDOT upon expiration or earlier termination of the Agreement and Lease, as set forth in Section 19.3 of the Technical Provisions and Section 8.10 of the Agreement.

Handback Requirements Letter of Credit means a letter of credit delivered to TxDOT in lieu of the Handback Requirements Reserve, in accordance with Sections 8.11.5 and 16.3 of the Agreement.

Handback Requirements Reserve has the meaning set forth in Section 8.11.1 of the Agreement.

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 Facility or to the indoor or outdoor Environment; and

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

Hazardous Materials Allowance has the meaning set forth in Section 2 of Exhibit 11 to the Agreement.

Hazardous Materials Management means procedures, practices and activities to address and comply with Environmental Laws and Environmental Approvals with respect to Hazardous Materials encountered, impacted, caused by or occurring in connection with the Facility, Facility Right of Way or the Work, as well as investigation and remediation of such Hazardous Materials. Hazardous Materials Management may include sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever approach is effective, most cost-efficient and authorized under applicable Law.

Hazardous Materials Management Plan means Developer's plan for Hazardous Materials Management both within and outside the Facility Right of Way during construction and operation of the Facility (other than in respect of the construction of the TxDOT Works) and/or construction of the Utility Adjustments included in the Construction Work, as more particularly set forth in Section 4.3.5 of the Technical Provisions.

Hazardous Materials Manager means the person designated by the Environmental Compliance Manager to provide expertise in the safe handling of Hazardous Materials in accordance with Section 4.4 of the Technical Provisions.

Highway means a travel way for vehicular traffic that is included in the State or federal highway system.

Highway Service Systems means TxDOT's or a Governmental Entity's lighting and electrical systems, traffic control systems, communications systems and irrigation systems serving street or highway purposes (including ITS and Intelligent Vehicle Highway System facilities).

Historic Property means any prehistoric or historic district, site, building, structure or object included in, or eligible for inclusion in, the National Register of Historic Places.

Hourly Average Speed means the average of the 60 records of Average Speed within any hour beginning at the top of the hour in either direction of travel of a roadway.

Hourly Volumes means the total one-hour measurement of vehicles counted in either direction of travel along each lane of roadway at a set location. Distinction between vehicle types will require conversion of all vehicles counted to a passenger car per hour per lane equivalent when determining total volumes at a set location.

HOV or **High Occupancy Vehicle** has the meaning set forth in Exhibit 4 to the Agreement.

HOV Discount Period means the period commencing on the Service Commencement Date and extending until December 31, 2024 or such sooner date as determined by TxDOT in TxDOT's sole discretion.

Incident means any unplanned event within the Facility Right of Way that causes potential or actual disruption to the free flow of traffic.

Incident Management Plan means Developer's plan for detection and response to Incidents or Emergencies, as part of the FMP.

Incident Report has the meaning set forth in Section 22.2 of the Technical Provisions.

Incidental Charges means:

(a) Reasonable amounts for the purchase or rental of transponders or other electronic toll devices;

(b) Reasonable, refundable security deposits for the distribution of transponders or other electronic toll devices;

(c) Reasonable administrative fees for account maintenance and account statements;

(d) Reasonable fees, penalties and interest for toll violations, including costs of collection; and

(e) Other reasonable fees and charges for customary incidental services to Users for whom Developer or its Contractor manages electronic tolling accounts.

Indemnified Parties means TXDOT, the State, the Texas Transportation Commission, the Independent Engineer, and their respective successors, assigns, officeholders, officers, directors, commissioners, agents, representatives, consultants and employees.

Independent Engineer means the Person retained from time to time by TxDOT and Developer under an Independent Engineer Joint Work Authorization.

Independent Engineer Joint Work Authorization means a three-party work authorization under a contract among TxDOT, Developer and a Person setting forth the terms and conditions under which such Person is to perform the functions and services of an independent, neutral observer, inspector and auditor of the Work, and any supplements and amendments of any such agreement all as negotiated and entered into in accordance with a master agreement between such Person and TxDOT.

Informal Consultations means any discussions or correspondence about listed species that take place before the beginning of Formal Consultations.

Informal Resolution Procedures has the meaning set forth in Section 17.8.3 of the Agreement.

Initial Base Case Senior Facility Debt means the senior lien debt financing for Developer, and the first tier subordinate debt financing for Developer that meets the parameters

set forth in clause (a)(iii)(B) of the definition of Senior Debt Termination Amount, in the face amount set forth in the Base Case Financial Model at the Recalibration Date (without regard to the actual Initial Facility Debt).

Initial Facility Debt means the Facility Debt to originally finance the Facility and Work, as established at Financial Close and evidenced or to be evidenced by the Initial Funding Agreements and secured or to be secured by the Initial Security Documents.

Initial Funding Agreements means the Funding Agreements establishing the rights and obligations pertaining to the Initial Facility Debt, either (a) as specifically identified in Exhibit 6 to the Agreement if executed and delivered by Developer on or before the Effective Date or (b) as executed and delivered by Developer and specifically identified in Exhibit 6 to the Agreement to the Agreement at the Financial Close, if the Financial Close occurs after the Effective Date.

Initial GP Public Funds Amount means the initial GP Public Funds Amount as set forth in Attachment 4 to Exhibit 7 to the Agreement prior to any adjustments made thereto in accordance with Section 1.5 of Exhibit 7.

Initial Security Documents means the Security Documents securing the Initial Facility Debt, either (a) as specifically identified in Exhibit 6 to the Agreement if executed and delivered by Developer on or before the Effective Date or (b) as executed and delivered by Developer and specifically identified in Exhibit 6 to the Agreement at the Financial Close, if the Financial Close occurs after the Effective Date.

Initial Senior Debt Termination Amount means the Senior Debt Termination Amount as determined for the amount of the Initial Base Case Senior Facility Debt that would be outstanding at the Early Termination Date assuming that the Initial Facility Debt were the Initial Base Case Senior Facility Debt and amortized according to the amortization of the Initial Base Case Senior Facility Debt set forth in the Base Case Financial Model; provided that if the Early Termination Date occurs before Financial Close, then Initial Senior Debt Termination Amount means zero.

Institutional Lender means:

(a) The United States of America, any state thereof or any agency or instrumentality of either of them, any municipal agency, public benefit corporation or public authority, advancing or insuring mortgage loans or making payments which, in any manner, assist in the financing, development, operation and maintenance of projects;

(b) Any (i) savings bank, savings and loan association, commercial bank, trust company (whether acting individually or in a fiduciary capacity) or insurance company organized and existing under the laws of the United States of America or any state thereof, (ii) foreign insurance company or commercial bank qualified to do business as an insurer or commercial bank as applicable under the laws of any state, (iii) pension fund, foundation or university or college endowment fund, (iv) entity which is formed for the purpose of securitizing mortgages, whose securities are sold by public offering or to qualified investors under the U.S. Securities Act of 1933, as amended, (v) Person engaged in making loans in connection with the securitization of mortgages, to the extent that the mortgage

to be made is to be so securitized in a public offering or offering to qualified investors under the U.S. Securities Act of 1933, as amended, within one year of its making;

(c) Any "qualified institutional buyer" under Rule 144(a) under the U.S. Securities Act of 1933 or any other similar Law hereinafter enacted that defines a similar category of investors by substantially similar terms; or

(d) Any other financial institution or entity designated by Developer and approved by TxDOT (provided that such institution or entity, in its activity under this Agreement, is acceptable under then current guidelines and practices of TxDOT);

provided, however, that each such entity (other than entities described in clause (b)(iv), clause (c) and clause (d) of this definition), or combination of such entities if the Institutional Lender is a combination of such entities, shall have individual or combined assets, as the case may be, of not less than $1 billion; provided, further, that an entity described in clause (b)(iv) of this definition must have assets of not less than $100 million. The foregoing dollar minimums shall automatically increase at the beginning of each calendar year by the percentage increase, if any, in the CPI during the immediately preceding calendar year.

Insurance Policies means all of the insurance policies Developer is required to carry pursuant to Section 16.1 and Exhibit 17 of the Agreement.

Intellectual Property means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trade marks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Facility, Facility design data or Facility traffic data. Intellectual Property includes toll-setting and traffic management algorithms, and software used in connection with the Facility (including but not limited to software used for management of traffic on the Facility), and Source Code. Intellectual Property also includes the Financial Model Formulas, Base Case Financial Model, Financial Modeling Data and trade secret information contained in the Facility Plan of Finance. Intellectual Property is distinguished from physical construction and equipment itself and from drawings, plans, specifications, layouts, depictions, manuals and other documentation that disclose Intellectual Property.

Intellectual Property Escrow has the meaning set forth in Section 22.5.2 of the Agreement.

Intelligent Transportation System (ITS) has the meaning set forth in Section 17 of the Technical Provisions, and includes the continuous electronic devices capable of measuring vehicle speeds and traffic volumes as more fully set forth in Part A, Section 1.8 of Exhibit 16 to the Agreement.

Intelligent Vehicle Highway System (IVHS) means smart vehicle and smart highway technologies to improve the safety, efficiency and environmental impact of highway facilities.

Interface Control Document (ICD) means the document setting forth interface standards including the manner in which data shall be transmitted and received between the CSC Host and the ETCS.

Interoperability Fee means the interoperability fee charged in connection with a Transaction with any Person (other than the entity that is providing tolling services under the Agreement) who or which manages and operates a tolled roadway in the State and participates with the entity that is providing tolling services under the Agreement in interoperability protocols, agreements and arrangements.

Job Training and Small Business Mentoring Plan means the plan attached to the Agreement as Exhibit 15 to the Agreement.

Key Contract means any one of the following Contracts for Work Developer causes to be performed:

(a) All prime construction Contracts, including the Design-Build Contract;

(b) All prime Contracts for design or construction of the Electronic Toll Collection System, unless with TxDOT;

(c) All O&M Contracts, including any to operate the Electronic Toll Collection System or collect tolls, unless with TxDOT;

(d) All project or program management services Contracts;

(e) All prime maintenance contracts, if any, unless with TxDOT;

(f) All other prime contracts with a single contractor which individually or in the aggregate total in excess of $25 million; and

the term "**Key Contracts**" shall mean all such Contracts in the aggregate or more than one of such Contracts.

Key Contractor means the Contractor under any Key Contract.

Key Personnel means those individuals appointed by Developer and approved by TxDOT from time to time to fill the "Key Personnel" positions. The specific individuals appointed by Developer and approved by TxDOT to initially fill certain of the Key Personnel positions are identified in Exhibit 2 to the Agreement.

Lane Rental Charges means the liquidated damages described in Section 3.4 of Exhibit 18 to the Agreement.

Large Trucks has the meaning set forth in Exhibit 4 to the Agreement.

Law or **Laws** means (a) any statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding a Claim or Dispute), (c) any binding judicial or administrative order or decree (other than regarding a Claim or Dispute), (d) any written directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by TxDOT within the

scope of its administration of the FA Documents or in the normal course of its adoption of new or revised technical standards pursuant to Section 7.2.6 or Section 8.1.2.2 of the Agreement) or (e) any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Entity, in each case which is applicable to or has an impact on the Facility or the Work, whether taking effect before or after the Effective Date, including Environmental Laws. "Laws", however, excludes Governmental Approvals.

Lease means the Facility Lease to be entered into between TxDOT and Developer pursuant to Section 2.1 of the Agreement, in the form attached as Exhibit 3 to the Agreement, as amended from time to time, including amendments in the form attached as Exhibit 3 to the Agreement.

Lease Escrow Agreement means the agreement by that name entered or to be entered into by Developer and the escrow agent named therein, with TxDOT as a named, intended third party beneficiary, for the purpose of holding for future delivery duplicate signed originals of the Lease and amendments thereto .

Lender means each of the holders and beneficiaries of Security Documents and their respective successors, assigns, participating parties, trustees and agents, including the Collateral Agent.

LIBOR means the offered rate per annum (rounded up to the next highest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a one-month period which appears on the Telerate Page 3750 at approximately 11:00 A.M., London time, on the date of determination, or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next preceding day on which such dealings were transacted in such market. All interest based on LIBOR shall be calculated on the basis of a 360-day year for the actual days elapsed.

Limited Access Highway means any Highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, Highways, alleys or other public or private ways.

Line or **line** means, in the context of Utilities or Highway Service Systems, a line, pipeline, conduit or cable used for utility purposes, including underground, surface or overhead facilities.

Long Stop Date means the outside deadline for achieving Service Commencement for each Facility Segment, as set forth in the Milestone Schedule, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement.

Long Stop Date for TxDOT Substantial Completion has the meaning set forth in Exhibit 9 to the Agreement, as such deadline may be extended for TxDOT Relief Events from time to time pursuant to the Agreement.

Loss or **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 or fine. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

Maintenance Management Plan has the meaning set forth in Section 19.2 of the Technical Provisions.

Major Culvert means a culvert that provides an opening of more than 35 square feet in a single or multiple installations. A major culvert may consist of a single round pipe, pipe arch, open or closed-bottom box, bottomless arch, or multiple installations of these structures placed adjacent or contiguous as a unit. Certain major culverts are classified as bridges when they provide an opening of more than 20 feet, measured parallel to the roadway; such culverts may be included in the bridge inventory.

Managed Lanes means Limited Access Highway lanes that increase traffic efficiency by using various design and operational strategies (including congestion priced tolls) with respect to the Facility.

Management Plans means all of the management plans listed in Attachment 1 to the Technical Provisions.

Mandatory Scope has the meaning set forth in Section 1.1.1 of Book 2.

Mandatory Scope Schematic means the schematic drawings set forth as Exhibit 2-A developed by Developer for the design and construction of the Segment 3A Facility Segment that, except for certain areas as specifically described in Book 2, is consistent with the schematics described in the NEPA Approval.

Master Utility Adjustment Agreement (MUAA) means an agreement between Developer and a Utility Owner which sets forth terms and conditions for one or more Utility Adjustments, as the same may be amended or supplemented from time to time and as more particularly described in Section 6.1.4.1 of the Technical Provisions. A document is a "Master Utility Adjustment Agreement" if it meets the foregoing definition, without regard to the title of the document.

(i) **Master Utility Adjustment Agreement (Developer-Managed)** means a Master Utility Adjustment Agreement providing for design and construction by Developer of the Utility Adjustment(s) addressed therein.

(ii) **Master Utility Adjustment Agreement (Owner-Managed)** means a Master Utility Adjustment Agreement providing for design and construction by the Utility Owner of the Utility Adjustment(s) addressed therein.

Maximum Payment Curve means the cap on the aggregate amount of payment of the Public Funds Amount (if any) which may be made at any specified time under the Agreement set forth in Attachment 3 to Exhibit 7 to the Agreement.

Memorandum of Lease means the Memorandum of Lease to be entered into between TxDOT and Developer pursuant to Section 2.1 of the Agreement, in the form attached as Exhibit 3 to the Agreement, as amended from time to time, including amendments in the form attached as Exhibit 3 to the Agreement.

Milestone Schedule means the schedule of deadlines set forth in Exhibit 9 to the Agreement.

Milestone Schedule Deadline means (a) one or more of the NTP2 Conditions Deadline, the deadline for commencement of Construction Work set forth in Exhibit 9 to the Agreement, Operating Commencement Dates, Service Commencement Deadlines, Final Acceptance Deadlines for each Facility Segment and Long Stop Date, and (b) the Expected TxDOT Substantial Completion Date and the Long Stop Date for TxDOT Substantial Completion, as set forth in Exhibit 9 to the Agreement.

Minor Culvert means any culvert not classified as a Major Culvert.

Misconduct means misconduct as described in the definition of Disputes Board Member Misconduct.

Mobilization means Work to establish and remove offices, plants, and facilities; and to move personnel, equipment, and supplies to and from the Facility site to begin Work or complete Work.

Moody's means Moody's Investors Service, Inc.

Natural Resource Biologist means the team member designated by the Environmental Compliance Manager to provide expertise on monitoring impacts on wildlife and the natural environment due to construction activities related to the Work as more particularly described in Section 4.4 of the Technical Provisions.

NEPA Approval means each decision document issued by FHWA for the Facility or a portion of the Facility, including all those identified in Section 4.2 of the Technical Provisions and all approved supplements and reevaluations pertaining to the Facility.

NEPA Finality Date means the first to occur of (a) the date of expiration, without the filing of a legal action, of the federal statute of limitations for commencing legal action to challenge the validity of any NEPA Approval for which such statute has not lapsed as of the Effective Date, or (b) the date of entry of a final, non-appealable dismissal with prejudice or judgment denying permanent injunctive relief in all legal actions brought challenging the validity of any NEPA Approval for which such statute has not lapsed as of the Effective Date.

New Agreements has the meaning set forth in Section 20.4.8 of the Agreement.

New T&R Study has the meaning set forth in Section 1.5.2(a) of Part D of Exhibit 7 to the Agreement.

Night Time Hours means all hours not defined as Weekday AM Peak Hours, Weekday PM Peak Hours, Weekday Off-Peak Hours, or Weekend Peak Hours.

Nominating Party has the meaning set forth in the Disputes Board Agreement.

Noncompliance Points means the points that may be assessed for certain breaches or failures to perform by Developer, as set forth in Exhibit 18 to the Agreement.

Nonconforming Work means Work that does not conform to the requirements of the FA Documents, the Governmental Approvals, applicable Law or the Design Documents (other than in respect of the design and construction of the TxDOT Works).

Notice of Termination for Convenience means written notice issued by TxDOT to Developer terminating the Agreement and the Lease in whole or in part for convenience.

Notice to Commence Design-Build Procurement means a written notice from TxDOT to Developer to commence the competitive process set forth in Part A, Section 1.3 of Exhibit 16 to the Agreement to procure a GP Capacity Improvements Design-Build Contractor.

NTP1 means a written notice issued by TxDOT to Developer authorizing Developer to proceed with the portion of the Work described in Section 7.7.2 of the Agreement.

NTP2 means a written notice issued by TxDOT to Developer pursuant to Section 7.7.2 of the Agreement authorizing Developer to proceed with the remaining Work and other activities pertaining to the Facility (not including design and construction of the TxDOT Works, the 3A Ultimate Capacity Improvement, 3B Ultimate Capacity Improvement, or the Additional Ultimate Capacity Improvements).

NTP2 Conditions Deadline means the outside date set forth in the Milestone Schedule by which Developer is obligated under the Agreement to satisfy all conditions to issuance of NTP2, as such deadline may be extended for Relief Events from time to time pursuant to the Agreement.

NTP GP means a written notice issued by TxDOT to Developer pursuant to Section 7.7.2.3 of the Agreement authorizing Developer to proceed with the Work and other activities pertaining to the GP Capacity Improvements.

NTTA Tolling Services Agreement means the certain Tolling Services Agreement for the North Tarrant Express Segment 3 Facility, between Developer and the NTTA to be executed and delivered pursuant to the terms of the Agreement, substantially in the form attached as Exhibit 23-A to the Agreement as it may be modified pursuant to Section 8.2.2 of the Agreement, which agreement is an O&M Contract.

O&M Contract means any direct Contract between Developer or an Affiliate and a third party (i.e. a Person other than TxDOT) for management, direction, supervision or performance of the O&M Work or any significant portion thereof. O&M Contract includes any direct Contract between Developer or an Affiliate and a third party for operation or maintenance of all or any part of the tolling system for the Facility. There may be more than one O&M Contract concurrently in effect. For the purpose hereof, "significant portion" means that the third party's annual contract price equals or is reasonably expected to equal at least 15% of Developer's annual budget for O&M Work (excluding budgeted costs for Renewal Work).

O&M Contractor means the Contractor under any O&M Contract. There may be more than one O&M Contractor concurrently performing O&M Work.

O&M Records means all data in connection with maintenance, operation, renewals and expansion of the Facility including (a) all inspection and inventory records, whether generated by Developer or a third party, (b) any communication to and/or from TxDOT, the Independent Engineer or other third party, and (c) any information system (as may be introduced or amended by TxDOT from time to time) in connection with operation, maintenance, renewal or reversion to TxDOT of the Facility that TxDOT requires Developer to use or operate.

O&M Work means any and all operation, management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement of the Facility during the Operating Period, including Renewal Work and potential Upgrades, other than any repairs of any TxDOT Works Defects to be performed by TxDOT pursuant to Section 25.7.2 of the Agreement. Commencing on the Service Commencement Date for each Facility Segment, "O&M Work" shall also include tolling of the Managed Lanes for the Facility Segment.

Oncor means Oncor Electric Delivery Company LLC, a Delaware limited liability company, together with its permitted successors and assigns.

Oncor Utility means the existing Oncor utility transmission lines set forth in Exhibit 27 to the Agreement.

Open Book Basis means allowing TxDOT to review all underlying assumptions and data associated with the Base Case Financial Model, each Base Case Financial Model Update, Schedule of Values, Payment Request, pricing or compensation (whether of Developer or TxDOT) or adjustments thereto, including assumptions as to costs of the Work, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, traffic volumes by User Classification, Toll Revenues, changes in toll rates, and other items reasonably required by TxDOT to satisfy itself as to the reasonableness of the amount.

Open Road Toll (ORT) means toll collection conducted (a) exclusively via vehicle identification with transponders and/or video capture of the license plate and (b) in an open multilane free-flow highway environment with no constraints on speed, vehicle type or vehicle location.

Operating Commencement Date means:

(a) for the Segment 3A Facility Segment, the date of NTP2;

(b) for the Segment 3B Facility Segment, the TxDOT Substantial Completion Date.

(c) for the 3A Ultimate Capacity Improvement, the date on which Developer first commences construction of the same or any portion thereof;

(d) for the 3B Ultimate Capacity Improvement, the date on which Developer first commences construction of the same or any portion thereof; and

(e) for the Additional Ultimate Capacity Improvements, (i) if TxDOT shall have issued a Change Order to Developer in respect of the construction of such Capacity Improvements, the date on which Developer first commences construction of such Capacity Improvements, or (ii) if TxDOT shall have procured the design and construction of such Capacity Improvements from third parties, the date on which TxDOT achieves Substantial Completion in respect of such Capacity Improvements.

Operating Period means for each Facility Segment, for the 3A Ultimate Capacity Improvement, for the 3B Ultimate Capacity Improvement and for the Additional Capacity

Improvements, the period starting on the applicable Operating Commencement Date and ending at the end of the Term.

Operating Railroad means the owner or operator of a railroad line.

Operations Management Plan has the meaning set forth in Section 22 of the Technical Provisions.

Optical Character Recognition (OCR) means the process of converting an image to text.

Original Expected TxDOT Substantial Completion Date means the date set forth in Exhibit 9 to the Agreement.

Original Long Stop Date for TxDOT Substantial Completion means the date set forth in Exhibit 9 to the Agreement.

Owner Verification Tests (OVT) means the material tests performed in accordance with the applicable TxDOT test method to verify the accuracy of the tests performed by Developer and the construction quality assurance firm pursuant to the approved Quality Management Plan to ensure that only materials of specified quality or better are accepted and incorporated into the Facility.

P&P Bonds means the payment and performance bonds meeting the requirements of Exhibit 32 to the Agreement.

P&P Letter of Credit means a letter of credit meeting the requirements of Sections 16.2.1 and 16.2.2 and the applicable requirements of Section 16.3 of the Agreement.

P&P Obligor means the Person identified as the obligor or account party in the P&P Letter of Credit.

PABs means bonds, notes or other evidence of indebtedness issued by the PABs Issuer pursuant to the provisions of Internal Revenue Code Sections 142(a)(15) and (m) (which acronym stands for "private activity bonds").

PABs Agreement means the agreement regarding issuance of the PABS entered into by TxDOT, Developer and the PABs Issuer.

PABs Issuer means the Texas Private Activity Bond Surface Transportation Corporation.

Partial Termination Amount means the amount calculated pursuant to Section B.6 of Exhibit 20 to the Agreement and to be set forth in Exhibit 29 to the Agreement as of the Recalibration Date and in an updated Exhibit 29 to the Agreement as of Financial Close.

Partial Termination Notice has the meaning set forth in Section 19.14.1 of the Agreement.

Participating Agency means a public, quasi-public, or private agency that has agreed to cooperate with and assist Developer during an Emergency.

Party means Developer or TxDOT, as the context may require, and "**Parties**" means Developer and TxDOT, collectively.

Patron Confidential Information has the meaning set forth in Section 8.8.2 of the Agreement.

Pavement Condition Score means the Pavement Management Information System (PMIS) condition score calculated by Developer in accordance with Technical Documents and forming one component of the Asset Condition Score. (The PMIS is as defined in TxDOT's Pavement Management Information System Rater's Manual).

Payment Activity means a Schedule Activity that represents all of the Work that is reimbursable under Federal Law by the Public Funds Amount (if any) and has been cost-loaded in accordance with Section 2.1.1.2.1 of the Technical Provisions, as well as Mobilization costs. Mobilization costs shall not exceed 10% of the sum of all Payment Activities (other than Mobilization costs) and shall be eligible for payment, subject to the requirements of Part C of Exhibit 7 to the Agreement, in four Payment Activities as follows:

(a) 25% of the Mobilization amount after commencement of the Construction Work;

(b) 25% of the Mobilization amount after 1% of the total summarized cost of the Preliminary Baseline Schedule less the lump sum for Mobilization is earned;

(c) 25% of the Mobilization amount after 5% of the total summarized cost less the lump sum for Mobilization is earned; and

(d) 25% of the Mobilization amount after 10% of the total summarized cost less the lump sum for Mobilization is earned.

Developer's indirect costs such as project management, administration, design, contingencies, site cleanup and maintenance, temporary roads and access, off site access roads and security costs related to design-build costs shall be prorated through all Payment Activities. Projected operations and maintenance costs are non-reimbursable.

Payment and Performance Bonds have the meaning set forth in Section 16.2 of the Agreement.

Payment Request means the request described in Part C of Exhibit 7 to the Agreement.

Peak Period has the meaning set forth in Table D-1 of Exhibit 4 to the Agreement.

Performance and Measurement Table Baseline means the table setting forth Performance Requirements, time periods for response to Defects, inspection and measurement methods, measurement records and Targets, as submitted by Developer annually for TxDOT approval described in Table 19-1 of the Technical Provisions.

Performance Requirements means, for each Element of the Facility during the Operating Period, the requirements set forth in Table 19-1 of the Technical Provisions in the Column headed "Performance Requirement".

Persistent Developer Default means:

(a) Accumulation of assessed Noncompliance Points, including those assessed on account of breaches or failures that have been cured, at or above any of the trigger points set forth in Section 2.1 of Exhibit 18 to the Agreement; or

(b) Accumulation at or above any of the trigger points set forth in Section 2.2 of Exhibit 18 to the Agreement of non-material breaches or failures to timely observe or perform or to cause to be observed or performed any covenant, agreement, obligation, term or condition required to be observed or performed by Developer under the FA Documents and not otherwise the subject of a notice declaring a Developer Default, including non-material breaches or failures to perform the Design Work, Construction Work, or O&M Work in accordance with the FA Documents.

For the purpose of clause (b) above, a breach or failure to perform shall be counted:

(i) Only if it is the subject of a written notice from TxDOT to Developer, except that no notice shall be required to count continuation of the breach or failure to perform beyond the applicable cure period as a new and separate breach or failure to perform, as described in Section 18.3.1.5 of the Agreement;

(ii) Regardless of whether it is cured;

(iii) Regardless of whether it is of the same or different type, nature or character as any other breach or failure to perform included in the count; and

(iv) Regardless of whether it is the basis for assessment of Noncompliance Points.

Person means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity or TxDOT.

Phase 1 Hazardous Materials Investigation means an environmental assessment conducted in accordance with ASTM E-1527-06, or any future revision or replacement thereof, to identify Recognized Environmental Conditions and potential Recognized Environmental Conditions.

Plan or Plans means (only where capitalized) contract drawings, working drawings, supplemental drawings, detail sheets or exact reproductions thereof, which show the location, character, dimensions and details of the Construction Work to be done.

Post-Tax means payment of or provision for the federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and State margin tax liability of Developer (and not any foreign income tax or other tax of any kind), calculated by (a) applying a reasonable assumption regarding the combined marginal federal income tax rate of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and the State margin tax rate of Developer and (b) applying to such cumulative federal income tax and State margin tax liability a discount factor as used in the Base Case Financial Model.

Post-Termination Revenue Account means the trust account of that name established under the Facility Trust Agreement.

Pre-Existing Hazardous Materials means Hazardous Materials that meet all the following criteria:

(a) The Hazardous Materials are in, on or under the Facility Right of Way as of the date TxDOT makes available to Developer the affected parcel;

(b) The Hazardous Materials are not located in, on or under any Facility Specific Locations or Additional Properties, except Additional Properties required due to TxDOT Changes (including TxDOT Changes regarding the initial construction or Upgrades) or due to the GP Capacity Improvements; and

(c) The Hazardous Materials are not required to be removed and disposed of due to a Developer Release of Hazardous Materials.

For purposes of determining whether Hazardous Materials were in, on or under the Facility Right of Way, or any Additional Properties required by TxDOT to be included in the Facility Right of Way as a result of TxDOT Changes or due to the GP Capacity Improvements, as of the date on which TxDOT makes available to Developer the affected parcel, Developer shall have the burden of proof as to any Hazardous Materials not identified as being present as of such date in the following:

(a) The phase 1 investigations of the Facility conducted by TxDOT prior to the Effective Date entitled "Phase One Environmental Site Assessment State Highway 121/State Highway 183 (Airport Freeway) Tarrant and Dallas Counties, Texas," Report No. 3952XPI05, dated May 2006, or any Phase 1 Hazardous Materials Investigation supplementing the foregoing report prepared as and when set forth in Section 7.9.2 of the Agreement; and

(b) As to any Additional Properties required by TxDOT to be included in the Facility Right of Way as a result of TxDOT Changes or as a result of the GP Capacity Improvements, any Phase 1 Hazardous Materials Investigation thereof prepared and delivered as and when set forth in Section 7.9.2 of the Agreement.

For the purpose of this definition, "makes available" means:

(a) As to Facility Right of Way other than for the Segment 3B Facility Segment, the Effective Date, except for parcels not yet acquired as of the Effective Date; and

(b) As to parcels for Facility Right of Way other than for the Segment 3B Facility Segment that are not yet acquired as of the Effective Date and as to Additional Properties required by TxDOT to be included in the Facility Right of Way other than for the Segment 3B Facility Segment as a result of TxDOT Changes or as a result of the GP Capacity Improvements, the date Developer first receives the right to take and maintain possession of the parcel for all purposes for the remainder of the Term in accordance with the FA Documents, including commencement of construction, as the result of TxDOT's having secured title or right of possession by contract or title instrument or by a special commissioners' award through the eminent domain process or otherwise; and

(c) As to the parcels for the Segment 3B Facility Segment, the TxDOT Substantial Completion Date.

Preliminary Baseline Schedule means the high level, logic based, critical path schedule representing Developer's plan to complete performance of the Work beginning on the date of NTP1 to Final Acceptance of the Work, as set forth on Exhibit 10 to the Agreement.

Pre-Recalibration Third Party Compensation Event means any of the following events (1) that occurs prior to ten Business Days before the Recalibration Date, without the fault, initiative, solicitation or encouragement by Developer (and subject to the notice requirements and the duty to mitigate the consequences of any Compensation Event in accordance with Section 13.3 of the Agreement) and without the fault, initiative, solicitation, or encouragement by TxDOT and (2) for which a Compensation Amount has not been determined prior to ten Business Days before the Recalibration Date:

(a) Discriminatory Change in Law by any Governmental Entity other than the State of Texas or TxDOT;

(b) Discriminatory Action by any Governmental Entity other than the State of Texas or TxDOT;

(c) A Change in Law consisting of the imposition of new or added federal or local taxes on tolls or gross toll receipts;

(d) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval from any local Governmental Entity (other than any TxDOT-Provided Approvals), except to the extent that such failure or delay results from failure by any Developer-Related Entity (other than NTTA) to locate or design the Facility (other than the TxDOT Works) or carry out the Work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Developer of the design included in the NEPA Approval, (ii) means or methods used by any Developer-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Developer to use or acquire Additional Property);

(e) Any requirement in the final Section 408 Permit that (i) do not allow the construction of the bridge spans and bent locations of the Facility at the Trinity River crossing as set forth in Section 13.2.4.1.1.1 and Attachment 13.1 of Book 2 or (ii) require the construction of a secant wall or other type of retaining wall at the Trinity River crossing as set forth in Section 13.2.4.1.2.2 of Book 2; or

(f) Any adjustments to the rates or terms of NTTA's compensation in the NTTA Tolling Services Agreement from the form attached as Exhibit 23-A (or to the extent not effected in the NTTA Tolling Services Agreement as of the ten Business Days prior to the Recalibration Date, the modifications to the pricing terms of the NTTA Tolling Services Agreement reasonably expected as of such date).

Pre-Refinancing Data means all relevant data in relation to a proposed Refinancing other than a proposed Exempt Refinancing and calculation of the estimated Refinancing Gain, including:

(a) Details of actual and projected timing and amounts of the investment of equity and shareholder subordinated debt from the Effective Date to the anticipated

date of Refinancing, and of projected timing and amounts of the investment of equity and shareholder subordinated debt, if any, from the anticipated date of Refinancing to the end of the Term;

(b) Information on the actual and projected cash flows of Developer from the Effective Date to the anticipated date of Refinancing, and of projected cash flows of Developer from the anticipated date of Refinancing to the end of the Term;

(c) Details of the actual and projected timing and amounts of Distributions from the Effective Date to the anticipated date of Refinancing and of projected timing and amounts of Distributions from the anticipated date of Refinancing to the end of the Term;

(d) A copy of the pre-Refinancing Base Case Financial Model as updated by Developer, which shall be identical to any presented to the proposed Refinancing Lender(s);

(e) A copy of all term sheets or all other relevant documentation and information in relation to the terms of the proposed Refinancing;

(f) A copy of the proposed post-Refinancing Base Case Financial Model as updated by Developer, which shall be identical to any presented to the proposed Refinancing Lender(s);

(g) Information on all relevant assumptions, including tax assumptions taking into account any Revenue Payment Amount to be paid to TxDOT, including where appropriate back up data and tax opinions, letters, assumptions and other documentation, for the projections in the pre-Refinancing and post-Refinancing Base Case Financial Models as updated by Developer;

(h) A detailed calculation of the estimated Refinancing Gain; and

(i) All other information TxDOT may reasonably request in relation to the proposed Refinancing and related calculations and assumptions.

Prime Contractor has the meaning set forth in Section 16.2.4.1 of the Agreement.

Principal Facility Documents means the Facility Trust and Security Instruments, Design-Build Contract, O&M Contracts (if applicable), Intellectual Property Escrows, Lease Escrow Agreement and Independent Engineer Joint Work Authorization.

Project Cash Flows means all cash inflows and outflows from the Facility (except with respect to the capital costs of the TxDOT Works) where cash inflows include, but are not limited to: toll revenues collected electronically or by other means; cash received from fines and penalties assessed to drivers for late payment; any cash contributions from TxDOT; payments due to the Developer as a result of Compensation Events, release from securities, TxDOT Default, or other similar events; releases from reserve accounts; interest earned on cash account balances; cash draws from debt facilities; and equity contributions from the Developer in the form of cash and cash outflows include, but are not limited to: capital expenses, including payments associated with construction costs; operating and major maintenance expenses; fees paid to technical, legal and financial advisors and other transaction-related costs; financing fees,

such as fees paid to underwriters for the issuance of capital markets debt and fees paid to banking institutions; payments due to TxDOT by the Developer as a result of Revenue Payment Amounts, Compensation Events, Developer Defaults or other similar events; reserve account funding; any and all debt service including interest payments, principal payments, refinancing payments, or principal prepayments; payment of income taxes; payment of dividends and other cash payments by the Developer.

Project or North Tarrant Express Project means the North Tarrant Express Project as defined in the RFP, including the Facility that is the subject of this Agreement.

Project-Specific Locations shall mean areas in which Developer proposes Project-specific activities in connection with the Work not within the Project ROW boundaries identified in the NEPA Approval, such as construction work sites, field office locations, temporary work areas, staging areas, storage areas, and earth work material borrow sites.

Proposal has the meaning set forth in Recital G of the Agreement.

Proprietary Intellectual Property means Intellectual Property created, used, applied or reduced to practice in connection with the Facility or the Work that derives commercial value from its protection as a trade secret under applicable Law or from its protection under patent law.

Protection in Place means any action taken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, exposing the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. The term includes both temporary measures and permanent installations meeting the foregoing definition.

Public Funds Amount has the meaning set forth in Section 4.1.4.6 of the Agreement as the same may be adjusted pursuant to Section 4.1.4.8 of the Agreement.

Public Information Act means the Texas Government Code, Chapter 552.001 *et seq.*, as amended from time to time.

Public Information and Communications Plan (PICP) has the meaning set forth in Section 3.2 of the Technical Provisions.

Public Information Coordinator means the person designated by Developer to manage Developer's public information activities as more particularly described in Section 3.2.2 of the Technical Provisions.

Punch List means an itemized list of Construction Work or the construction of the TxDOT Works, as the case may be, which remains to be completed after Substantial Completion or TxDOT Substantial Completion, as applicable, has been achieved and before Final Acceptance, the existence, correction and completion of which will have no material or adverse effect on the normal and safe use and operation of the Facility.

Quality Management Plan (QMP) means the set of TxDOT-approved plans for quality management and control of the Facility and the Work other than design and construction of the TxDOT Works, as set forth in Attachment 2-1 to the Technical Provisions.

Quality Manager means the individual retained by Developer as the Key Personnel with the authority and responsibility for ensuring establishment and maintenance of, and compliance with, the Quality Management Plan.

Quitclaim Deed means a quitclaim deed to be executed by a Utility Owner relinquishing its rights to maintain a Utility in a particular location, as more particularly described in Section 6.2.4.4 of the Technical Provisions.

Rating Agency means any of Standard & Poor's, Moody's, Fitch or Duff & Phelps, Inc. or any other entity providing similar services and having comparable market recognition, or any of their respective successors or assigns.

Recalibration Adjustment Amount means $0 as updated pursuant to Section 4.1.4.5(g)(i) and as may also be updated pursuant to Section 4.1.4.5(h) of the Agreement.

Recalibration Date means the date contained in the written notice pursuant to Section 4.1.4.5(b) of the Agreement.

Recognized Environmental Condition has the meaning set forth in ASTM E-1527-00.

Record Drawings means construction drawings and related documentation revised to show significant changes to the Facility made during the construction process or during the Operating Period, usually based on marked-up Final Design Documents furnished by Developer, or by TxDOT in the case of final design documents for the TxDOT Works (unless TxDOT waives the same pursuant to Section 7.8.4.3(d) of the Agreement); also known as as-built plans. Record Drawings shall be signed and sealed by a Registered Professional Engineer.

Reference Information Documents means the collection of information, data, documents and other materials that TxDOT has provided to Developer for general or reference information only.

Refinancing means:

(a) Any amendment, variation, novation, supplement, refunding, defeasance or replacement of any Facility Debt, Funding Agreement or Security Document (other than any Subordinated Security Documents);

(b) The issuance by Developer of any indebtedness in addition to the Initial Facility Debt, secured or unsecured;

(c) The disposition of any rights or interests in, or the creation of any rights of participation in respect of, Facility Debt, Funding Agreements and Security Documents or the creation or granting by Developer or any Lender of any other form of benefit or interest in either Facility Debt, Funding Agreements and Security Documents or the Developer's Interest whether by way of security or otherwise; or

(d) Any other arrangement put in place by Developer or another Person which has an effect similar to any of clauses (a) through (c) above.

Refinancing Data means all relevant data in relation to a Refinancing other than an Exempt Refinancing and calculation of the Refinancing Gain, including:

(a) Details of actual timing and amounts of the investment of equity and shareholder subordinated debt from the Effective Date to the date of Refinancing, and of projected timing and amounts of the investment of equity and shareholder subordinated debt, if any, from the date of Refinancing to the end of the Term;

(b) Information on the actual cash flows of Developer from the Effective Date to the date of Refinancing, and of projected cash flows of Developer from the date of Refinancing to the end of the Term;

(c) Details of the actual timing and amounts of Distributions from the Effective Date to the date of Refinancing and of projected timing and amounts of Distributions from the date of Refinancing to the end of the Term;

(d) A copy of the final pre-Refinancing Base Case Financial Model as updated by Developer, which shall be identical to any presented to the Refinancing Lender(s);

(e) A copy of the final post-Refinancing Base Case Financial Model as updated by Developer, which shall be identical to any presented to the Refinancing Lender(s);

(f) Information on all relevant assumptions, including tax assumptions taking into account any Revenue Payment Amount to be paid to TxDOT, including where appropriate back up data and tax opinions (if any), for the projections in the pre-Refinancing and post-Refinancing Base Case Financial Models as updated by Developer;

(g) A detailed calculation of the Refinancing Gain; and

(h) All other information TxDOT may reasonably request in relation to the Refinancing and related calculations and assumptions.

Refinancing Gain means for the issuance of the Initial Facility Debt or any Refinancing, other than an Exempt Refinancing and other than as set forth below, an amount equal to the greater of zero and [(A – B) – C], where:

A = the Net Present Value of the Distributions to be made over the remaining Term following the issuance of the Initial Facility Debt or Refinancing, as the case may be, as projected immediately prior to the issuance of such Initial Facility Debt or Refinancing (taking into account the effect of the issuance of the Initial Facility Debt or Refinancing, as applicable, and any previous Refinancings or issuance of the Initial Facility Debt, which resulted in no Refinancing Gain (other than any Exempt Refinancing under clause (a) of the definition of Exempt Refinancing) being paid to TxDOT and using the relevant Base Case Financial Model as updated to reflect the actual performance of the Facility as of the date of such issuance of the Initial Facility Debt or Refinancing (but with the same growth rate assumed in the Base Case Financial Model in effect as of the Recalibration Date for the period commencing on the date of such issuance of the Initial Facility Debt or Refinancing and ending at the end of the Term) and projected costs

directly applicable to such performance so as to be current immediately prior to the issuance of the Initial Facility Debt or Refinancing);

B = the Net Present Value of the Distributions to be made over the remaining Term following the issuance of the Initial Facility Debt or Refinancing, as the case may be, projected immediately prior to the issuance of such Initial Facility Debt or Refinancing (without taking into account the effect of the issuance of the Initial Facility Debt or Refinancing, as applicable, or any previous Refinancings or issuance of the Initial Facility Debt, which resulted in no Refinancing Gain (other than any Exempt Refinancing under clause (a) of the definition of Exempt Refinancing) being paid to TxDOT and using the Base Case Financial Model as updated to reflect the actual performance of the Facility as of the date of such issuance of the Initial Facility Debt or Refinancing (but with the same growth rate assumed in the Base Case Financial Model in effect as of the Recalibration Date for the period commencing on the date of such issuance of the Initial Facility Debt or Refinancing and ending at the end of the Term) and projected costs directly applicable to such performance so as to be current immediately prior to the issuance of the Initial Facility Debt or Refinancing); and

C = any adjustment equal to the aggregate Distributions that would be required to increase the Pre-Refinancing Equity IRR to the Nominal Equity IRR, calculated immediately prior to (and without giving effect to) the issuance of the Initial Facility Debt or Refinancing.

"Net Present Value" means the aggregate of the discounted values, calculated as of the estimated date of the Refinancing, of each of the relevant projected Distributions, in each case discounted using the Nominal Equity IRR.

"Nominal Equity IRR" means a blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the full Term (excluding potential extensions of the Term) equal to 12%.

"Pre-Refinancing Equity IRR" means the blended nominal Post-Tax rate of return on Contributed Unreturned Equity over the full Term, having regard to Distributions made and projected to be made, reasonably calculated under the Base Case Financial Model as updated to reflect the actual traffic and revenue performance of the Facility as of the date of such issuance of the Initial Facility Debt or Refinancing (but with the same traffic and revenue growth rate assumed in the Base Case Financial Model in effect as of the Recalibration Date for the period commencing on the date of such issuance of the Initial Facility Debt or Refinancing and ending at the end of the Term) and projected costs directly applicable to such performance so as to be current immediately prior to (and without giving effect to) the issuance of the Initial Facility Debt or Refinancing.

Registered Professional Engineer means a person who is duly licensed and registered by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas.

Registered Professional Land Surveyor means a person registered by the Texas Board of Professional Land Surveying to practice the profession of land, boundary, or property surveying or other similar professional practices.

Related Transportation Facility(ies) means all existing and future highways, streets and roads, including upgrades and expansions thereof, that are or will be adjacent to, connecting with or crossing under or over the Facility.

Release of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Released for Construction Documents or **released for construction documents** means the portions of the Final Design Documents that are required to be signed and sealed by the engineer of record for the Facility.

Relief Event means any of the following events, to the extent they result in a delay or interruption in performance of any obligation of Developer under the Agreement, and provided such events 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 (other than NTTA), and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Developer:

(a) Force Majeure Event;

(b) (i) Fire, explosion, flood, earthquake, hurricane, or tornado, in each case that causes direct physical damage to the Facility, or (ii) national or statewide (i.e. State of Texas) strike that has a direct adverse impact on the Developer's ability to obtain materials, equipment or labor for the Facility;

(c) Change in Law;

(d) Discriminatory Action;

(e) TxDOT failure to perform or observe any of its covenants or obligations under the Agreement or other FA Documents, including failure to issue a certificate of Substantial Completion or certificate of satisfaction of conditions precedent to Service Commencement or Final Acceptance after Developer satisfies all applicable conditions and requirements for obtaining such a certificate;

(f) TxDOT Change;

(g) TxDOT-Caused Delay or failure of TxDOT to achieve TxDOT Substantial Completion by the Expected TxDOT Substantial Completion Date;

(h) Performance of works in the vicinity of the Facility Right of Way carried out by TxDOT or a Governmental Entity, excluding any TxDOT Works or Utility Adjustment Work by a Utility Owner, that disrupts Developer's onsite Work;

(i) Development, use or operation of the Airspace by TxDOT or anyone (other than a Developer-Related Entity (other than NTTA)) claiming under or through TxDOT, or development or operation by TxDOT of a Business Opportunity in the Airspace, to the extent set forth in Section 11.2.4 of the Agreement;

(j) Discovery at, near or on the Facility Right of Way of any Hazardous Materials (including TxDOT Release(s) of Hazardous Material) or archeological, paleontological or cultural resources, excluding any such substances or resources known to Developer prior to the Effective Date or that would have become known to Developer by undertaking reasonable investigation prior to the Effective Date (provided that the phase 1 investigation and report described in clause (i) of the definition of Pre-Existing Hazardous Materials is deemed to be a reasonable investigation of Hazardous Materials prior to the Effective Date);

(k) Discovery of physical conditions within the Facility Right of Way of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in the Agreement, excluding any such conditions known to Developer prior to the Effective Date or that would become known to Developer by undertaking reasonable investigation prior to the Effective Date;

(l) Discovery at, near or on the Facility Right of Way of any Threatened or Endangered Species (regardless of whether the species is listed as threatened or endangered as of the Effective Date), excluding any such presence of species known to Developer prior to the Effective Date or that would become known to Developer by undertaking reasonable investigation prior to the Effective Date;

(m) Any spill of Hazardous Material by a third party who is not acting in the capacity of a Developer-Related Entity which (i) occurs after the Effective Date, (ii) is required to be reported to a Governmental Entity and (iii) renders use of the roadway or construction area unsafe or potentially unsafe absent assessment, containment and/or remediation;

(n) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of any portion of the Work;

(o) Suspension, termination or interruption of a NEPA Approval, except to the extent that such suspension, termination or interruption results from failure by any Developer-Related Entity (other than NTTA) to locate or design the Facility or carry out the work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Developer of the design concept included in the NEPA Approval, (ii) means or methods used by any Developer-Related Entity for carrying out the Work, or (iii) decision or action by or on behalf of Developer to use or acquire Additional Property);

(p) Any change in the design concept of the Facility or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any NEPA Approval as compared to the design concept indicated in the alternative that was the subject of the NEPA Approval as of the Recalibration Date, which change would result in a material adverse impact on future costs or Toll Revenues. Notwithstanding the foregoing, any delays in obtaining or failure to obtain required FHWA design exceptions shall not be considered a Relief Event;

(q) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval from any Governmental Entity (other than the Trinity

River Water District or with respect to obtaining the Section 408 Permit), except to the extent that such failure or delay in obtaining a Governmental Approval results from failure by any Developer-Related Entity (other than NTTA) to locate or design the Facility or carry out the work in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of Developer of the design concept included in the NEPA Approval, (ii) means or methods used by any Developer-Related Entity (other than NTTA) for carrying out the Work, or (iii) decision or action by or on behalf of Developer to use or acquire Additional Property);

(r) (i) TxDOT's lack of good and sufficient title to any parcel in the Facility Right of Way after conclusion of TxDOT's purported acquisition of the parcel through negotiation or condemnation proceeding, to the extent it interferes with or adversely affects performance of Work or imposition of tolls, or (ii) the existence at any time following issuance of NTP2 of any title reservation, condition, easement or encumbrance on any parcel in the Facility Right of Way owned by TxDOT, of record or not of record, to the extent it interferes with or adversely affects performance of Work or imposition of tolls, except any title reservations, conditions, easements or encumbrances (A) concerning Utilities or (B) caused, permitted or suffered by a Developer-Related Entity (other than NTTA);

(s) Unreasonable and unjustified delay by a Utility Owner with whom Developer has been unable to enter into a Utility Agreement in connection with a Utility Adjustment, provided that all of the "conditions to assistance" described in Section 7.5.7.2 of the Agreement have been satisfied;

(t) The existence of any TxDOT Works Defects;

(u) The failure of TxDOT to complete the Punch List in accordance with Section 7.8.4.2 of the Agreement within 30 days after all other conditions to Final Acceptance have been achieved;

(v) During the period of construction of the Additional Ultimate Capacity Improvements, the failure by TxDOT to undertake any such construction in accordance with the manner contemplated in Part A, Section 2.2.3 of Exhibit 16 to the Agreement; or

(w) Construction of Capacity Improvements that directly affects performance of Segment 3A Facility Segment Design Work or Construction Work prior to the Service Commencement Date for the Segment 3A Facility Segment.

Relief Event Determination has the meaning set forth in Section 13.1.5 of the Agreement.

Relief Event Notice means the written notice required to be provided by Developer under Section 13.1.1 of the Agreement.

Relief Request has the meaning set forth in Section 13.1.2 of the Agreement.

Renewal Work means maintenance, repair, reconstruction, rehabilitation, restoration, renewal or replacement of any Element of a type that is not normally included as an annually

recurring cost in highway maintenance and repair budgets (excluding work required to be performed by TxDOT under Section 25.7.2 of the Agreement).

Renewal Work Schedule means the schedule for Renewal Work to be prepared and updated by Developer pursuant to Section 8.6 of the Agreement.

Replacement Housing Calculation means the opportunity to provide the displaced person with the financial assistance to purchase or rent and occupy a comparable replacement dwelling without involuntarily incurring additional financial means due to the displacement.

Replacement Utility Property Interest means any permanent right, title or interest in real property outside of the Facility ROW (e.g., a fee or an easement) which is acquired for a Utility being reinstalled in a new location as a part of the Utility Adjustment Work. The term specifically excludes any statutory right of occupancy or permit granted by a Governmental Entity for occupancy of its real property by a Utility.

Request for Change Proposal means a written notice issued by TxDOT to Developer setting forth a proposed TxDOT Change and requesting Developer's assessment of cost, Toll Revenue and schedule impacts thereof, as set forth in Section 14.1.2 of the Agreement.

Required Residual Life means for each Element the required number of years of Residual Life the Element must have at the end of the Term pursuant to Section 19.3 of the Technical Provisions.

Residual Life means, for an Element, the period remaining until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement. The Residual Life of an Element would be equal to its originally calculated Useful Life less its Age if (a) the Element has performed in service in the manner and with the levels of traffic and wear and tear originally expected by Developer and (b) Developer has performed the type of routine maintenance of the Element which is normally included as an annually recurring cost in highway maintenance and repair budgets, and as a result thereof the Element complies throughout its originally calculated Useful Life with each applicable Performance Requirement. The Residual Life of an Element would be different from its originally calculated Useful Life minus its Age if any of the foregoing conditions is not true.

Residual Life at Handback means the calculated duration that any Element of the Facility, subject to the type of routine maintenance of the Element which is normally included as an annually recurring cost in highway maintenance and repair budgets, will continue to comply with any applicable Performance Requirement or standard after the Termination Date, before Renewal Work is required, determined through the application of the Residual Life Methodology and Residual Life Inspections.

Residual Life Inspection means the inspection undertaken in accordance with Table 19-2 Residual Life Table of the Technical Provisions (including any testing undertaken by an independent testing organization) to determine the Residual Life of all Elements of the Facility.

(a) **Initial Inspection** means the first Residual Life Inspection as set forth in Section 19.3.1.1 of the Technical Provisions.

(b) **Intermediate Inspection** means the second Residual Life Inspection as set forth in Section 19.3.1.2 of the Technical Provisions.

(c) **Final Inspection** means the final Residual Life Inspection as set forth in Section 19.2.1.3 of the Technical Provisions.

Residual Life Methodology (RLM) is the evaluation and calculation methodology by which the Residual Life of any Element of the Facility will be calculated at the Termination Date and contains the method by which any necessary Renewal Work will be identified to ensure that each Element of the Facility meets its Required Residual Life at the Termination Date under Section 19 of the Technical Provisions meets such requirement.

Revenue Line 0 means Revenue Line 0 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that no portion of the GP Capacity Improvements is opened on the first Service Commencement Date.

Revenue Line 1 means Revenue Line 1 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that the 3A Ultimate Capacity Improvement is opened on the first Service Commencement Date.

Revenue Line 2 means Revenue Line 2 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that the 3B Ultimate Capacity Improvement is opened on the first Service Commencement Date.

Revenue Line 3 means Revenue Line 3 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement are opened on the first Service Commencement Date.

Revenue Line 4 means Revenue Line 4 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that the 3A Ultimate Capacity Improvement is opened on the first Service Commencement Date and there will be a partial termination under Section 19.14 of the Agreement on the Original Long Stop Date for TxDOT Substantial Completion.

Revenue Line 5 means Revenue Line 5 as provided in the Base Case Financial Model, which is applied in Section 1.6 of Part D of Exhibit 7 in calculations related to a forecast of Toll Revenues assuming that no portion of the 3A GP Capacity Improvement is opened on the first Service Commencement Date and there will be a partial termination under Section 19.14 of the Agreement on the Original Long Stop Date for TxDOT Substantial Completion.

Revenue Payment Amount has the meaning set forth in Part A, Section 1 of Exhibit 7 to the Agreement.

Revised Facility Baseline Schedule means the Facility Baseline Schedule revised from time to time with any changes to any schedule components (e.g., activity titles, durations, ties, dates, resources, costs) approved by TxDOT as revisions to the Facility Baseline Schedule and earlier Revised Facility Baseline Schedules.

RFP has the meaning set forth in Recital E of the Agreement.

Right of Entry Agreement has the meaning set forth in Section 7.3.5.1 of the Technical Provisions.

Right of Way Acquisition Plan or **ROW Acquisition Plan** means Developer's written plan for acquisition of all parcels of land necessary to construct, obtain access to and operate the Facility, prepared under the Facility Implementation Plan and approved by TxDOT (and prepared in consultation with TxDOT with respect to the Facility Right of Way where the TxDOT Works or the GP Capacity Improvements will be located or in which construction or operation thereof will be undertaken).

Roadway Component means Managed Lanes, General Purpose Lanes, ramp, direct connector, frontage road or cross street.

Right of Way Acquisition Manager, ROW Acquisition Manager or **ROW AM** means Developer's representative responsible for the preparation and quality review of all documents required for the acquisition of the Facility Right of Way by Developer.

ROW Administrator means TxDOT's representative responsible for the management of all matters pertaining to real property for the Facility.

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

Safety Compliance means any and all improvements, repair, reconstruction, rehabilitation, restoration, renewal, replacement and changes in configuration or procedures respecting the Facility to correct a specific safety condition or risk of the Facility that the Independent Engineer or TxDOT has reasonably determined to exist by investigation or analysis (including if the condition or risk exists despite prior compliance with Technical Documents and Safety Standards but excluding a condition or risk directly and primarily caused by compliance with Technical Documents and Safety Standards).

Safety Compliance Order means a written order or directive from TxDOT to Developer to implement Safety Compliance.

Safety Standards means those provisions of the Technical Provisions or Technical Documents that TxDOT indicates that it, FHWA or AASHTO considers to be important measures to protect public safety or worker safety. As a matter of clarification, provisions of Technical Provisions or Technical Documents primarily directed at durability of materials or equipment, where the durability is primarily a matter of life cycle cost rather than protecting public or worker safety, are not Safety Standards.

Schedule Activity means the smallest division of the Work at each WBS level to be tracked in the Facility Schedule. Schedule Activities are activities critical in ensuring the timely achievement of Service Commencement of each Facility Segment, Renewal Work and the Handback Requirements. Schedule Activities include quality assurance tasks, environmental tasks, fabrication of structural steel and precast and prestressed concrete structures, material and equipment procurement, Utility Adjustment Work and delivery to the site or storage locations and maintenance of traffic tasks, as well as O&M Work.

Schedule of Values means a listing of all Payment Activities in the format and to the detail as described in Part C, Section 2 of Exhibit 7 to the Agreement.

Section 408 Permit means the permit approved by the USACE pursuant to 33 U.S.C. 408.

Secured Work means (a) all Design Work, Construction Work and other obligations of Developer starting at the issuance of NTP2 through Final Acceptance of all Construction Work required under NTP2, but excluding all routine O&M Work during that period and all financing obligations (referred to as "original Secured Work"), and (b) all other Design Work and Construction Work, including Upgrades, new improvements and major reconstruction or rehabilitation, at any time during the balance of the Term, and all other obligations of Developer associated with performance, completion and acceptance of any of the same (referred to as "subsequent Secured Work"). Secured Work specifically includes acquisition of property rights, agreements with third parties (e.g. Utility Owners, Governmental Entities, railroads), making payments to third parties, obtaining and administering insurance required hereunder, and all related activities, in each case other than in respect of the TxDOT Works prior to the TxDOT Substantial Completion Date and any repairs required to be performed by TxDOT under Section 25.7.2 of the Agreement.

Security Document means any mortgage, deed of trust, pledge, lien, indenture, trust agreement, hypothecation, assignment, collateral assignment, financing statement under the Uniform Commercial Code of any jurisdiction, security instrument or other charge or encumbrance of any kind, including any lease in the nature of a security instrument, given to any Lender as security for Facility Debt or Developer's obligations pertaining to Facility Debt and encumbering the Developer's Interest.

Segment 1 NEPA Schematic means the schematic drawings for Segment 1 approved by FHWA on December 5, 2008 set forth in the Reference Information Documents.

Segment 3A Facility Segment means the portion of the Facility described in Section 1.2.1 of the Technical Provisions.

Segment 3A Schematic means the schematic drawings developed by Developer for the design and construction of the Segment 3A Facility Segment that, except for certain areas specifically described in Book 2, is consistent with the Approved NEPA Schematics.

Segment 3B Facility Segment means the portion of the Facility described in Section 1.2.2 of the Technical Provisions.

Senior Debt Termination Amount means:

(a) All amounts outstanding at the Early Termination Date, including accrued unpaid interest as of such date (but excluding any such interest on first subordinate lien debt that is part of the Initial Facility Debt at a rate in excess of LIBOR plus 350 basis points), on Facility Debt secured by Funding Agreements and Security Documents that (i) satisfy the terms and conditions set forth in Section 4.3 of the Agreement, (ii) are not equity bridge loans and (iii) in the absence of termination and in the absence of any bankruptcy, insolvency or liquidation of Developer, would constitute (A) the senior lien on and pledge of the Developer's Interest and (B) a first subordinate lien on and pledge of the Developer's Interest, but only

where (1) the non-default interest rate on such subordinate Facility Debt (before any swap or hedging) does not exceed a floating rate equal to LIBOR plus 350 basis points, provided that any first subordinate lien debt that is part of the Initial Facility Debt and that bears a higher interest rate is includable so long as it is treated as debt for federal income tax purposes, (2) the aggregate debt coverage ratio at the time of financial closing (i.e. considering the combined debt service for such subordinate Facility Debt and the senior Facility Debt) does not exceed 1.1 to 1, and (3) none of the Lenders (including participating Lenders) of such subordinate Facility Debt is an Affiliate or an equity investor in Developer and none directly or indirectly controls an equity investor in Developer, and (4) such subordinate Facility Debt does not constitute consideration paid for the sale of the economic rights in Developer or Developer's shareholders, partners, joint venture members or members. Aggregate debt coverage ratio shall be determined in accordance with the terms of the written loan commitment for such subordinate Facility Debt. For the avoidance of doubt, TIFIA financing that satisfies the terms and conditions set forth in Section 4.3 of the Agreement is expressly included and deemed to meet the terms set forth in clause (iii)(B) above. For purposes hereof, an equity bridge loan is a loan provided to Developer during the construction period of the Facility for an amount of equity to be contributed by Affiliates or other equity investors, typically (but not necessarily) supported by one or more of a parent guaranty, recourse to the parent or letter of credit from another lending institution; plus

(b) Without double counting in relation to such Facility Debt, all Breakage Costs payable by Developer as a result of prepayment of the outstanding amounts of such Facility Debt, subject to Developer and the Lenders mitigating all such costs to the extent reasonably possible and provided that the maximum interest rate for determining Breakage Costs for first subordinate lien debt that is part of the Initial Facility Debt shall be limited to LIBOR plus 350 basis points; minus

(c) To the extent it is a positive amount, the aggregate of:

(i) So much of the amounts under subsections (a) and (b) above that constitute or accumulate by reason of (A) accrued interest that Developer failed to pay when due, including any such interest that has been added to principal, or (B) default rates of interest, late charges and penalties, including any such items added to principal;

(ii) All amounts, including costs of early termination of interest rate hedging arrangements and other breakage costs, payable by the Lenders to Developer as a result of prepayment of outstanding amounts of such Facility Debt; and

(iii) All other amounts received by the Lenders of such Facility Debt on or after the Early Termination Date and before the date on which any compensation is payable by TxDOT to Developer as a result of enforcing any other rights they may have, to the extent such amounts reduce principal or accrued interest (or would have done so if not applied to default rates of interest, late charges or penalties).

The foregoing amount shall be determined without regard to any Refinancing that may occur between the date notice of termination is delivered and the Early Termination Date.

Service Commencement means, for (i) each Facility Segment (excluding Capacity Improvements), (ii) the 3A Ultimate Capacity Improvement, (iii) the 3B Ultimate Capacity Improvement, or (iv) the Additional Ultimate Capacity Improvements (as applicable), the opening of the Facility Segment or Capacity Improvement for normal and continuous operations and use by the traveling public, after occurrence of all the events and satisfaction of all the conditions therefor set forth in Section 7.8.3 of the Agreement.

Service Commencement Date means, for (i) each Facility Segment (excluding Capacity Improvements), (ii) the 3A Ultimate Capacity Improvement, (iii) the 3B Ultimate Capacity Improvement or (iv) the Additional Ultimate Capacity Improvements (as applicable), the date on which Service Commencement occurs.

Service Commencement Deadline means the deadline for achieving Service Commencement for (i) the Segment 3A Facility Segment (excluding Capacity Improvements), as set forth in Exhibit 9 to the Agreement, (ii) the Segment 3B Facility Segment (excluding Capacity Improvements), as set forth in Exhibit 9 to the Agreement, (iii) the 3A Ultimate Capacity Improvement or any portion thereof, the applicable date set forth in Part A, Section 1.2.4 of Exhibit 16 to the Agreement, (iv) the 3B Ultimate Capacity Improvement or any portion thereof, the applicable date set forth in Part A, Section 1.2.4 of Exhibit 16 to the Agreement, or (v) the Additional Ultimate Capacity Improvements if to be delivered pursuant to a Change Order, the applicable date set forth in the Change Order, as any such deadline may be extended for Relief Events or TxDOT Relief Events, as applicable, from time to time pursuant to the Agreement.

Service Line means a Utility line, the function of which is to directly connect the improvements on an individual property to another Utility line located off such property, which other Utility line connects more than one such individual line to a larger system. However, unless otherwise noted in the Technical Provisions, the term "Service Line" excludes any line that supplies an active feed from a Utility Owner's facilities to supply, activate or energize TxDOT's or a Governmental Entity's Highway Service System. Such line, including its actual connection to the Utility facility, shall instead be considered to be part of the applicable Highway Service System.

Site means Facility Right of Way and any temporary rights or interests that Developer may acquire in connection with the Facility or the Utility Adjustments included in the Construction Work, including Facility Specific Locations.

Site Investigation Report (SIR) means the report summarizing Developer's Hazardous Materials investigative work as described in Section 4.3.5.1 of the Technical Provisions.

Small Claims has the meaning set forth in the Disputes Board Agreement.

Source Code and **Source Code Documentation** mean software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling, and accompanied by documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and

commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the software without undue experimentation. Source Code and Source Code Documentation also include all modifications, additions, substitutions, updates, upgrades and corrections made to the foregoing items.

Specialist Inspection means an inspection requiring specialist qualifications or equipment as specified in Section 19 of the Technical Provisions.

Special Vehicles has the meaning set forth in Section A of Exhibit 4 to the Agreement.

Specifications for the TxDOT Works means the following publications and associated versions as the same exist as of the Effective Date: TxDOT Project Development Process Manual, June 2009; TxDOT Roadway Design Manual, May 2010; TxDOT Landscape and Aesthetics Design Manual, November 2009; TxDOT Environmental Manual, August 2004; TxDOT Hydraulic Design Manual, October 2011; Texas Secondary Evaluation and Analysis for Scour, 1993; TxDOT Bridge Project Development Manual, April 2008; Texas Manual on Uniform Traffic Control Devices, 2011; TxDOT Traffic Operations Manual, Signs and Markings Volume, March 2006; TxDOT Procedures for Establishing Speed Zones Manual, April 2012; TxDOT PS&E Preparation Manual, May 2012; AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Edition; TxDOT ROW Utility Manual, February 2011; AASHTO LRFD Bridge Design Specifications, 5th Edition with 2010 Interim Revisions as supplemented by the TxDOT Bridge Design Manual - LRFD, December 2011; AASHTO Guide for the Development of Bicycle Facilities, 1999; TxDOT Pavement Design Guide, January 2011; Texas Accessibility Standards, March 15, 2012; Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, July 2004; TxDOT Geotechnical Manual, August 2006; Highway Capacity Manual by Transportation Research Board, 2010; TxDOT Access Management Manual, July 2011; TxDOT Highway Illumination Manual, November 2003; TxDOT Storm Water Management Guidelines for Construction Activities, July 2002; TxDOT Survey Manual, April 2011; AASHTO Roadside Design Guide, 2011; TxDOT Sign Crew Field Book, October 2009; TxDOT Pavement Marking Handbook, August 2004; TxDOT Bridge Detailing Manual, August 2001; TxDOT Bridge Railing Manual, April 2012; Texas Commission on Environmental Quality Description of Best Management Practices, December 2005; Statewide and Fort Worth District Standard Sheets effective as of September 1, 2011; National Electrical Code, 2011; TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004; TxDOT Special Specifications effective for the September 2012 lettings; and TxDOT Special Provisions to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004, as may be modified by Exhibit 26 to the Agreement.

Standard & Poor's means Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc.

State means the State of Texas.

State Highway means a highway designated as part of the state highway system under Transportation Code, Section 201.103.

Submittal means any document, work product or other written or electronic end product or item required under the FA Documents to be delivered or submitted to TxDOT.

Subordinate Debt means the outstanding principal balance of Facility Debt secured by Subordinated Security Documents, excluding Breakage Costs. Subordinate Debt does not include any Facility Debt included within the definition of Senior Debt Termination Amount.

Subordinated Security Documents means any Security Documents inferior in priority to the most senior Security Documents and to first tier subordinate Security Documents securing mezzanine financing, and generally includes any sub-debt held by Affiliates or other equity investors in Developer.

Substantial Completion means (i) for each Facility Segment (other than the Segment 3B Facility Segment), satisfaction of the criteria for completion of construction of the Facility Segment set forth in Section 7.8.1 of the Agreement, as and when confirmed by the issuance by TxDOT of a certificate in accordance with the procedures and within the time frame established in Section 7.8.1 of the Agreement, (ii) for the Segment 3B Facility Segment, TxDOT Substantial Completion, and (iii) for each Capacity Improvement, satisfaction of the criteria for completion of construction of such Capacity Improvement similar to the criteria set forth in Section 7.8.1 of the Agreement as mutually agreed by Developer and TxDOT.

Substituted Entity means any person or entity selected by Lenders and approved by TxDOT in accordance with Section 20.6 of the Agreement to perform Developer's obligations and succeed to Developer's rights hereunder after any such Lender has acquired the Developer's Interest by foreclosure or other lawful means or has otherwise assumed possession and control of the Facility.

Subsurface Utility Engineering (SUE) means an engineering process for accurately identifying the quality of subsurface utility information needed for highway plans, and for acquiring and managing that level of information during the development of a highway project, as more particularly described at the FHWA website http://www.fhwa.dot.gov/programadmin/sueindex.htm.

Supplemental Utility Assembly means the collection of agreements, plans and other information and materials which Developer is required to submit to TxDOT in connection with each Utility Adjustment being added to an existing MUAA by means of a UAAA, as more particularly described in Section 6.3 of the Technical Provisions.

Supplier means any Person not performing work at or on the Site which supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Facility to Developer or to any Contractor in connection with the performance of the Work. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.

Surety means each properly licensed surety company, insurance company or other Person approved by TxDOT, which has issued any of the Payment and Performance Bonds.

T&R Disputes Board Subcommittee has the meaning set forth in Section 3.1.5 of Exhibit 19 to the Agreement.

Target means, for each Element of the Facility, the target during the Operating Period for the measurement record set forth in the column headed "Target" in the Performance and Measurement Table Baseline.

Taxes means federal, State, local or foreign income, margin, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Internal Revenue Code of 1986, as amended), customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Facility, the performance of the Work, Toll Revenues or act, business, status or transaction of Developer, including any interest, penalty or addition thereto, and including utility rates or rents, in all cases whether disputed or undisputed.

Technical Documents means all the standards, criteria, requirements, conditions, procedures, specifications and other provisions set forth in the manuals and documents identified in Book 2 or Book 3, as such provisions may (a) have been generally revised from time to time up to the Effective Date (or, where applicable, other date specifically set forth in the Agreement) or (b) be changed, added to or replaced pursuant to the Agreement.

Technical Provisions means Book 2 and Book 3, as such documents may be revised or amended pursuant to the Agreement.

Technology Enhancements means modifications, additions, refinements, substitutions, revisions, replacements and upgrades made to or in place of electronic toll collection and enforcement systems deployed on or for the Facility or to any other computer systems or other technology used for the operation of the Facility, or to any related documentation, that accomplish incidental, performance, structural, or functional improvements. The term specifically includes modifications, updates, revisions, replacements and upgrades made to or in place of software or any related documentation that correct errors or safety hazards or support new models of computer hardware with which the software is designed to operate. Technology Enhancements also include such new models of computer hardware.

Term has the meaning set forth in Section 2.2.1 of the Agreement.

Termination by Court Ruling has the meaning set forth in Section 19.12 of the Agreement.

Termination Compensation means each of the measure of compensation owing from TxDOT to Developer upon termination of the Agreement and Lease prior to the stated expiration of the Term, as set forth in Exhibit 20 to the Agreement.

Termination Date means (a) the date of expiration of the Term or (b) if applicable, the Early Termination Date.

Termination for Convenience has the meaning set forth in Section 19.1.1 of the Agreement.

Third Party Claims means, subject to Section 16.5.6 of the Agreement, any and all claims, disputes, disagreements, causes of action, demands, suits, actions, investigations, or legal or administrative proceedings asserted, initiated or brought by a Person that is not an Indemnified Party or Developer with respect to any Third Party Loss.

Third Party Loss means, subject to Section 16.5.6 of the Agreement, any actual or alleged Loss sustained or incurred by a Person that is not an Indemnified Party or Developer.

Threatened or Endangered Species means any species listed by the USFWS as threatened or endangered pursuant to the Endangered Species Act, as amended, 16 U.S.C. §§ 1531, *et seq.* or any species listed as threatened or endangered pursuant to the State endangered species act.

Toll Factor has the meaning set forth in Part F, Section 2 of Exhibit 4 to the Agreement.

Tolling Zone means the zone within which a toll transaction takes place.

Toll Operator Dispute Account means the trust account of that name established under the Facility Trust Agreement.

Toll Revenue Account means the trust account of that name established under the Facility Trust Agreement.

Toll Revenues means all revenues actually received by or on behalf of Developer, either directly or when deposited into the Toll Revenue Account, in connection with the Facility or the tolling thereof, including:

(a) Gross toll revenues received;

(b) Other revenues received by Developer from the Facility or the Users thereof the disposition of which is not specifically addressed by an agreement regarding Business Opportunities;

(c) Video Transaction Toll Premiums, if any, imposed and received by Developer (but not by TxDOT);

(d) Incidental Charges, if any, imposed and received by Developer (but not by TxDOT);

(e) Proceeds of business interruption or similar insurance against loss of revenues from operation of the Facility;

(f) Payments from TxDOT or any Contractor retained to provide back office toll collection and enforcement services of any of the foregoing revenues it collects or of any toll revenues or other amounts it owes in respect of User trips on the Facility;

(g) Payments from TxDOT of Compensation Amounts in replacement of or substitution for any of the foregoing revenues;

(h) Amounts received pursuant to any collection or enforcement action, judgment or settlement with respect to any of the foregoing revenues; and

(i) Amounts received as liquidated or other damages under contracts to which Developer is a party with respect to any of the foregoing revenues.

Toll Revenues exclude (i) capital contributions to Developer, (ii) proceeds of Facility Debt, (iii) proceeds of capital asset dispositions, (iv) interest earned by Developer on Toll Revenues, and (v) insurance proceeds, judgments, awards, and payments from TxDOT, to the extent they do not replace, reimburse, compensate or substitute for any of the items listed in clauses (a) through (i) above.

Toll Segments has the meaning set forth in Section B.1 of Exhibit 4 to the Agreement.

Traffic Management Center is a center for the management and distribution of information to Users on a regional or statewide basis.

Traffic Management Plan means Developer's plan for traffic management throughout the Term, as more particularly described in Section 9.2 of the Agreement and Section 18.2.1 of the Technical Provisions.

Transaction means (only where capitalized) either a Transponder Transaction or a Video Transaction; and **Transactions** means all Transponder Transactions and Video Transactions.

Transponder Issuer means any Person, including TxDOT, Developer and NTTA, who or which (a) issues transponders for mounting in vehicles and transacting Transponder Transactions on any tolled roadway in the State, (b) participates with TxDOT in interoperability protocols, agreements and arrangements, and (c) under such interoperability protocols, agreements and arrangements covenants to remit payments to the other participants no less frequently than monthly (60 days in the case of the Harris County Toll Road Authority) of all toll transactions that meet the terms for transmission, debiting and payment, and are required to be included in the current payment cycle, as set forth in such protocols, agreements and arrangements.

Transponder Transaction means each electronic record of a toll and related set of contemporaneous video images that are properly transmitted to a CSC Host respecting a vehicle, including an Exempt Vehicle, that (a) passes through a toll lane on the Facility, (b) is equipped with a transponder issued by a Transponder Issuer and associated with an account that is not closed at the time of transmission, and (c) has a sufficient account balance at the time of debit or re-debit as provided in Section H.4(c) of Exhibit 4 to the Agreement to pay in full the applicable toll rate. A Transponder Transaction excludes, however, each electronic record of a toll and set of contemporaneous video images as set forth in Section H.6 of Exhibit 4 to the Agreement.

Transportation Code means the Texas Transportation Code.

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

TxDOT-Caused Delays means any of the following events, to the extent they result in a material delay or interruption in performance of any material obligation under the Agreement, and provided such events are beyond Developer's control and are not due to any act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any of the Developer-Related Entities (other than NTTA), and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Developer:

(a) Failure of TxDOT to issue NTP1 or NTP2 within 60 days after the anticipated issuance date set forth in Section 7.7 of the Agreement;

(b) TxDOT Changes;

(c) Failure or inability of TxDOT to make available to Developer a Facility Right of Way parcel or an Additional Property for the Segment 3A Facility Segment that TxDOT is to condemn, within 345 Days after TxDOT's approval of a complete condemnation packet submitted by Developer for the Right of Way parcel or the Additional Property as required by Section 7.4.4(6) of the Technical Provisions, provided that the Right of Way parcel or the Additional Property is identified as a Schedule Activity included on Developer's approved Facility Baseline Schedule and that such Schedule Activity is identified as being on the Critical Path on or before 345 Days after TxDOT's approval of the completed condemnation packet for the parcel or Additional Property. For the purpose of this clause (c) "make available" means that Developer shall have the right to take and maintain possession of the parcel for all purposes for the remainder of the Term in accordance with the FA Documents, including commencement of construction, as the result of TxDOT's having secured a special commissioners' award through the eminent domain process or otherwise; or

(d) Failure of TxDOT to provide responses to proposed schedules, plans, Design Documents, condemnation and acquisition packages, and other Submittals and matters submitted to TxDOT after the Effective Date for which response is required under the FA Documents as an express prerequisite to Developer's right to proceed or act, within the time periods (if any) indicated in the FA Documents, or if no time period is indicated, within a reasonable time, taking into consideration the nature, importance and complexity of the submittal or matter, following delivery of written notice from Developer requesting such action in accordance with the terms and requirements of the FA Documents.

Any proper suspension of Work pursuant to Section 17.3.8 of the Agreement shall not be considered a TxDOT-Caused Delay.

TxDOT Change means any of the following events that increases Developer's costs or adversely impacts Toll Revenues or both, by more than $50,000 (except as provided in clause (c) below:

(a) Any change in the scope of the Work or terms and conditions of the Technical Provisions or Technical Documents (including changes in the standards applicable to the Work) that TxDOT has directed Developer to perform through a Change Order as described in Section 14.1 of the Agreement or a Directive Letter pursuant to Section 14.3 of the Agreement;

(b) A change or deviation from any of the following: (i) the Specifications for the TxDOT Works other than the final design set forth in Attachment A to Exhibit 26 to the Agreement; (ii) the Basic Configuration of the Segment B Facility Segment as delineated in the final design of the TxDOT Works set forth in Attachment A to Exhibit 26 to the Agreement, or (iii) the Specifications for the TxDOT Works pertaining to the pavement, vehicular structures, drainage structures or retaining

wall structures or ITS and tolling infrastructure set forth in Attachment A to Exhibit 26 to the Agreement;

(c) Changes or deviations from the final design set forth in Attachment A to Exhibit 26 to the Agreement that are other than those described in clause (b) above, but only to the extent that the same result in a net cumulative increase in Developer's costs and/or decrease in Toll Revenues (for all such changes or deviations) by more than $10 million net present value as at the Effective Date, using a discount rate equal to the weighted average cost of capital incorporated into the Base Case Financial Model Update (or, if there has been no Base Case Financial Model Update, into the Base Case Financial Model); and

(d) Any other event that the FA Documents expressly state shall be treated as a TxDOT Change.

TxDOT Claims Account means the trust account of that name established and maintained under the Facility Trust Agreement.

TxDOT Default has the meaning set forth in Section 17.5.1 of the Agreement.

TxDOT-Provided Approvals means the Governmental Approvals for the Facility obtained or to be obtained by TxDOT, as specifically listed in Section 4.2 of Book 2, including the NEPA Approval.

TxDOT Release(s) of Hazardous Material means, except as provided below, the introduction in, on or under Facility Right of Way of Hazardous Material directly by TxDOT, or by its contractors, subcontractors, agents or employees acting in such capacity (other than any Developer-Related Entity), including any such introduction in the course of TxDOT's operation and maintenance pursuant to Section 8.3 of the Agreement. TxDOT Release(s) of Hazardous Material excludes, however, (i) any Hazardous Materials so introduced that are in or part of construction materials and equipment incorporated into the Facility and (ii) any Hazardous Materials identified in the phase 1 investigation and report described in clause (a) of the definition of Pre-Existing Hazardous Materials or in any further investigation and report undertaken in accordance with Section 7.9.2 of the Agreement.

TxDOT Relief Event means any of the following events, to the extent they result in a delay or interruption in performance of any obligation of TxDOT under the Agreement relating to the TxDOT Works, and provided such events are beyond TxDOT'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 TxDOT or any contractor or consultant of TxDOT (other than Developer), and further provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TxDOT:

(a) The occurrence of any of the following events that materially and adversely affects performance of TxDOT's obligations, provided that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TxDOT: (i) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, military or armed blockade, or military or armed takeover of the Facility, in each case occurring within the State; (ii) any act of terrorism or sabotage that causes direct physical damage to the Facility; (iii) nuclear explosion or contamination, in each

case occurring within the State; and (iv) riot and civil commotion on or in the immediate vicinity of the Facility;

(b) (i) Fire, explosion, flood, earthquake, hurricane, or tornado, in each case that causes direct physical damage to the Facility or to the TxDOT Works, or (ii) national or statewide (i.e. State of Texas) strike that has a direct adverse impact on TxDOT's ability to obtain materials, equipment or labor for the TxDOT Works;

(c) Change in Law;

(d) Developer failure to perform or observe any of its covenants or obligations under the Agreement or other FA Documents, including failure to satisfy conditions precedent to Service Commencement in respect of the Segment 3B Facility Segment;

(e) Change Requests approved by TxDOT, as more particularly set forth in Section 14.2.3 of the Agreement;

(f) Developer-Caused Delay;

(g) Discovery at, near or on the Facility Right of Way related to the TxDOT Works of any Hazardous Materials (including Developer Release(s) of Hazardous Material) or archeological, paleontological or cultural resources, excluding any such substances or resources known to TxDOT prior to the Effective Date or that would have become known to TxDOT by undertaking reasonable investigation prior to the Effective Date (provided that the phase 1 investigation and report described in clause (i) of the definition of Pre-Existing Hazardous Materials is deemed to be a reasonable investigation of Hazardous Materials prior to the Effective Date);

(h) Discovery within the Facility Right of Way related to the TxDOT Works of physical conditions of an unusual nature, differing materially from those ordinarily encountered in the area and generally recognized as inherent in the type of work provided for in the Agreement, excluding any such conditions known to TxDOT prior to the Effective Date or that would become known to TxDOT by undertaking reasonable investigation prior to the Effective Date;

(i) Discovery at, near or on the Facility Right of Way related to the TxDOT Works of any Threatened or Endangered Species (regardless of whether the species is listed as threatened or endangered as of the Effective Date), excluding any such presence of species known to TxDOT prior to the Effective Date or that would become known to TxDOT by undertaking reasonable investigation prior to the Effective Date;

(j) Any spill of Hazardous Material by a third party who is not acting in the capacity of a contractor or consultant to TxDOT which (i) as to the TxDOT Works occurs after the Effective Date, (ii) is required to be reported to a Governmental Entity and (iii) renders use of the roadway or construction area of the TxDOT Works unsafe or potentially unsafe absent assessment, containment and/or remediation;

(k) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of any portion of the design or construction of the TxDOT Works;

(l) Suspension, termination or interruption of a NEPA Approval relating to the TxDOT Works, except to the extent that such suspension, termination or interruption results from failure by TxDOT or any of its contractors or consultants (other than Developer) to locate or design the TxDOT Works or carry out the design and construction of the TxDOT Works in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of TxDOT of the design concept or location of the TxDOT Works included in the NEPA Approval, or (ii) means or methods used by TxDOT or any of its contractors or consultants for carrying out the TxDOT Works);

(m) Performance of works in the vicinity of the Facility Right of Way for the TxDOT Works carried out by Developer or a Governmental Entity, excluding any Utility Adjustment Work by a Utility Owner, that disrupts TxDOT's onsite activities to carryout the TxDOT Works;

(n) Any change in the design concept of the TxDOT Works or any portion thereof resulting from judicial or administrative action taken with respect to a legal challenge to any TxDOT–Provided Approval obtained by TxDOT as of the Effective Date as compared to the design concept indicated in the alternative that was the subject of the TxDOT-Provided Approval;

(o) Failure to obtain, or unreasonable and unjustified delay in obtaining, a Governmental Approval relating to the TxDOT Works from any Governmental Entity, except to the extent that such failure or delay in obtaining a Governmental Approval results from failure by TxDOT or any of its contractors or consultants (other than Developer) to locate or design the TxDOT Works or carry out the design and construction of the TxDOT Works in accordance with the NEPA Approval or other Governmental Approval (which failure may include (i) modification by or on behalf of TxDOT of the design concept or location of the TxDOT Works included in the NEPA Approval, or (ii) means or methods used by TxDOT or any of its contractors or consultants for carrying out the TxDOT Works); or

(p) Unreasonable and unjustified delay by a Utility Owner with whom TxDOT has been unable to enter into a Utility Agreement in connection with a Utility Adjustment for the TxDOT Works.

TxDOT Relief Event Notice means the written notice required to be provided by TxDOT under Section 13.4.1 of the Agreement.

TxDOT Relief Request has the meaning set forth in Section 13.4.2 of the Agreement.

TxDOT's Recoverable Costs means:

(a) The costs of any assistance, action, activity or Work undertaken by TxDOT which Developer is liable for or is to reimburse under the terms of the FA

Documents, including the charges of third party contractors, and reasonably allocated wages, salaries, compensation and overhead of TxDOT staff and employees, performing such action, activity or Work; plus

(b) Third-party costs TxDOT incurs to publicly procure any such third party contractors; plus

(c) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of TxDOT's Office of General Counsel or the Texas Attorney General's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, traffic and revenue consultants, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Work, including in connection with defending claims by and resolving disputes with third party contractors; plus

(d) Interest on all the foregoing sums at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the date due under the applicable terms of the FA Documents and continuing until paid.

TxDOT Substantial Completion has the meaning set forth in Section 25.3.6.1 of the Agreement.

TxDOT Substantial Completion Date means the date on which each of the conditions set forth for TxDOT Substantial Completion shall have occurred.

TxDOT Tolling Services Agreement means any Tolling Services Agreement for the Facility entered into between TxDOT and Developer pursuant to Section 8.2.2.1, 8.7.5 or 8.7.6 of the Agreement, in substantially the form attached as Exhibit 23-B to the Agreement as it may be modified pursuant to Section 8.7.5.1 of the Agreement.

TxDOT Warranty Period means with respect to TxDOT Works Defects the period commencing on the TxDOT Substantial Completion Date and expiring on the date set forth in Section 25.7.2.4 of the Agreement.

TxDOT Warranty Revenue Notice has the meaning set forth in Section 25.7.3 of the Agreement.

TxDOT Works means the work required to be furnished and provided by TxDOT in connection with the design, development and construction of the Segment 3B Facility Segment, consisting, among other things, in the design, development and construction of those components set forth in Section 1.1.2 of Book 2 setting forth the technical specifications for the TxDOT Works, including, without limitation, all related administrative, design, engineering, real property acquisition and occupant relocation, construction, Utility Adjustment, utility accommodation and support services, and landscaping and vegetative ground cover installation. TxDOT Works does not include design, development and installation of the ITS and tolling systems for the Segment 3B Facility Segment.

TxDOT Works Defect has the meaning set forth in Section 25.7.2.2 of the Agreement.

TxDOT Works Design means the final design developed by TxDOT for the construction of the TxDOT Works that is consistent with the Approved NEPA Schematics.

Ultimate Configuration (UC) means the ultimate footprint of the Facility with corresponding roadways (including Frontage Roads), interchanges and toll plazas as planned for and presented in the final environmental impact documents and NEPA Approval.

Uncured Noncompliance Points means Noncompliance Points assessed on account of breaches or failures that remain uncured.

Undertaking means a project, activity or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, or requiring a federal permit, license or approval.

Uniform Act means the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, P.L. 91-646, as amended.

Unplanned Revenue Impacting Facilities means any newly constructed, limited access main lane of a highway, which TxDOT or a private entity pursuant to a contract with TxDOT builds within the Airspace and opens to traffic during the Term, excluding, however, the following:

(a) The GP Capacity Improvements;

(b) The Additional Ultimate Capacity Improvements;

(c) All those limited access highway projects excluded by statutes in effect on the Effective Date;

(d) The Managed Lanes and the General Purpose Lanes that are part of the Facility;

(e) A Capacity Improvement that Developer builds;

(f) A Capacity Improvement for which TxDOT grants to Developer the exclusive right to operate, toll and maintain during the balance of the Term under the terms and conditions of the FA Documents;

(g) All work and improvements on highway projects necessary for improved safety, maintenance or operational purposes;

(h) All high occupancy vehicle exclusive lane additions, or other work, on any highway project required by environmental regulatory agencies;

(i) Any work and improvements undertaken to increase traffic capacity by modifying already-constituted highway projects through the installation of traffic sensors, metering devices, Intelligent Vehicle Highway System equipment or other intelligent transportation system, through new or improved frontage roads, crossing streets or cross street by-pass lanes, through intersection grade separations, or localized operational improvements through the restriping of traffic lanes, medians and shoulders, including restriping that adds lanes;

(j) All transportation projects and facilities that are not specifically newly constructed limited access main lanes of a highway, including passenger and freight rail facilities and other modes of transportation not included in the Facility; and

(k) All projects included in the Ultimate Configuration or in any of the following long range transportation plans and programs:

1. 2011-2014 Statewide Transportation Improvement Program (STIP)

2. 2013 Unified Transportation Program (UTP)

3. Mobility 2035 Plan, adopted March 10, 2011 by the Regional Transportation Council, the transportation policy body for the North Central Texas Council of Governments, the MPO for the Dallas Fort Worth Metropolitan region

(All as in existence or in effect at the Effective Date).

Upgrades means alterations, improvements, modifications or changes that Developer makes to the Facility, as originally designed and constructed, at any time after the Service Commencement Date for the Facility (excluding repairs in respect of TxDOT Works Defects required to be performed by TxDOT pursuant to Section 25.7.2 of the Agreement), except as part of ordinary maintenance or Renewal Work. Upgrades include Capacity Improvements and Facility Extensions (if any). Upgrades may include alterations, improvements, modifications or changes that require an amendment or supplement to the final environmental impact documents for the Facility or that are to be located outside the boundaries of the original Facility Right of Way. Upgrades exclude Technology Enhancements and any alterations, improvements, modifications or changes undertaken in the use or development of a Business Opportunity.

Useful Life means, for an Element, the period following its first installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.

User(s) means the registered owner of, or any other Person responsible under the Transportation Code for payment of a toll for, a vehicle traveling on the Facility or any portion thereof.

User Classification means each established category of vehicles or persons using the Facility under like conditions. For this purpose "like conditions" may take into consideration type, weight, size and occupancy of the vehicle (e.g. overweight, oversize or obstructing vehicles), number of axles, time-of-day and/or day-of-week travel, traffic congestion, and other traffic conditions. The User Classifications are set forth in Part A of Exhibit 4 to the Agreement. User Classifications are subject to change only as provided in Section 3.2 of the Agreement.

Utility or **utility** means any of the following:

(a) a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, and similar commodities, that directly or indirectly serves the public;

(b) a line, facility or system which (i) carries or transmits a commodity referenced in clause (a) above but does not directly or indirectly serve the public, and (ii) is designated in Book 1 or Book 2 to be treated, for purposes of the FA Documents only, in the same manner as a line, facility or system that qualifies as a Utility under clause (a) above; and

(c) a radio tower or transmission tower (including cellular) that directly or indirectly serve the public.

Notwithstanding the foregoing, the term "Utility" or "utility" excludes:

(a) all storm water lines, facilities, and systems that are part of the drainage system for the Facility ROW or connect to that system; and

(b) TxDOT's or a Governmental Entity's Highway Service Systems.

The necessary appurtenances to each Utility facility shall be considered part of such Utility. Any Service Line connecting directly to a Utility shall be considered an appurtenance to that Utility, regardless of the ownership of such Service Line.

Utility Accommodation Rules (UAR) means the Utility Accommodation Rules issued by TxDOT, at 43 Tex. Admin. Code, Part 1, Chapter 21, Subchapter C, as the same may be amended, supplemented or replaced by TxDOT from time to time.

Utility Adjustment means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Facility; provided, however, that the term "Utility Adjustment" shall not refer to any of the work associated with facilities owned by any railroad. For any Utility crossing the Facility Right of Way, the Utility Adjustment Work for each crossing of the Facility Right of Way by that Utility shall be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Facility Right of Way, the Utility Adjustment Work for each continuous segment of that Utility located within the Facility Right of Way shall be considered a separate Utility Adjustment.

Utility Adjustment Agreement Amendment (UAAA) means an agreement between Developer and a Utility Owner that amends a MUAA, as more particularly described in Section 6.1.4.2 of the Technical Provisions.

Utility Adjustment Concept Plan means a conceptual design document for Utility Adjustments for the entire Facility or for a segment thereof, which shows all of the approximate existing locations, and Developer's recommendation for all of the Adjusted locations, of each Utility impacted by the Facility or segment, as more particularly described in Section 6.3.3 of the Technical Provisions.

Utility Adjustment Field Modification means any horizontal or vertical design change to a Utility Adjustment required by Developer or proposed by a Utility Owner due either to roadway design or to conditions not accurately reflected in the corresponding Utility Assembly for which the review and comment/approval process has been completed, that alters the design included in the approved Utility Assembly. An example would be shifting the alignment of an 8" water line to miss a roadway drainage structure. A minor change (e.g., an additional water

valve, an added Utility marker at ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification, but shall be shown in the Record Drawings.

Utility Adjustment Plans means the plans, specifications, and cost estimates furnished for a particular Utility Adjustment, as more particularly described in Section 6.3.4 of the Technical Provisions.

Utility Adjustment Work means all efforts and costs necessary to accomplish the required Utility Adjustments, including all coordination, design, design review, permitting, construction, inspection, maintenance of records, relinquishment of Existing Utility Property Interests, preparation of Utility Joint Use Acknowledgements, and acquisition of Replacement Utility Property Interests, whether provided by Developer, TxDOT or by the Utility Owners. The term also includes any reimbursement of Utility Owners which is Developer's responsibility pursuant to Section 7.5 of the Agreement or TxDOT's responsibility pursuant to Section 25.6 of the Agreement. Any Utility Adjustment Work furnished or performed by Developer is part of the Work (other than any Utility Adjustment Work undertaken by Developer at the request of TxDOT which constitutes part of the TxDOT Works); any Utility Adjustment Work furnished or performed by a Utility Owner is not part of the Work.

Utility Agreement means a MUAA and/or UAAA, as the context may require.

Utility Appurtenance Adjustment means the adjustment of Utility appurtenances (e.g. manholes, valve boxes, and vaults) for line and grade upon completion of roadway work.

Utility Assembly means the collection of agreements, plans and other information and materials which Developer is required to submit to TxDOT in connection with each Utility Adjustment (or group of Utility Adjustments subject to the same original Master Utility Adjustment Agreement), as more particularly described in Section 6.3.4.5 of the Technical Provisions. Depending on the context, the term also refers to Supplemental Utility Assemblies and Abbreviated Utility Assemblies (both also described in Section 6.3.4.5 of the Technical Provisions).

Utility Assembly Checklist means a checklist listing the required components of a Utility Assembly, as referenced in Section 6.3.4.5 of the Technical Provisions.

Utility Assembly Number means the unique number given by Developer to each Utility Assembly, using the form "YYY-U-XXXX." The "YYY" shall refer to the assigned number of the highway and the "XXXX" shall refer to the 4-digit number assigned to each Utility Assembly (beginning with 0500 and numbered consecutively thereafter). The Utility Assembly Number shall be referenced on each corresponding MUAA, and UAAA.

Utility Design Coordinator (UDC) means the Registered Professional Engineer designated by Developer to be responsible to coordinate the Utility Adjustment design with the overall highway design features during the planning, design, and construction phases of the Work, as more particularly described in Section 6.2.3 of the Technical Provisions.

Utility Enhancement means a Betterment or a Utility Owner Project, as referenced in Section 7.5.6 of the Agreement.

Utility Joint Use Acknowledgment or **Utility Joint Use Agreement** means an agreement between TxDOT and a Utility Owner that establishes the rights and obligations of

TxDOT and the Utility Owner with respect to occupancy of the Facility ROW by such Utility Owner's Utility.

Utility Manager (UM) means the senior staff person designated by Developer to be responsible for coordination and oversight of Utility Adjustment operations during the planning, design, and construction phases of the Work, as more particularly described in Section 6.2.3 of the Technical Provisions.

Utility Owner means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Utility Owner Project means the design and construction by or at the direction of a Utility Owner (or by Developer) of a new Utility other than (a) as part of a Utility Adjustment or (b) to provide service to the Facility. Betterments are not Utility Owner Projects. Utility Owner Projects are entirely the financial obligation of the Utility Owner.

Utility Strip Map means a SUE map depicting existing Utilities potentially impacted by the Facility.

Utility Tracking Report means the report regarding Utilities likely to be impacted by the Facility, which the Developer shall maintain on a current basis, as more particularly described in Section 6.5.2 of the Technical Provisions.

Valuation Date means the date notice of election to terminate is delivered by one or the other Party.

Vehicle Speed has the meaning set forth in Part G, Section 1.a of Exhibit 4 to the Agreement.

Video Transaction means each electronic record of a toll and set of contemporaneous video images that are properly transmitted to a CSC Host respecting a vehicle, including an Exempt Vehicle, that passes through a toll lane on the Facility and (a) is not equipped with a transponder issued by a Transponder Issuer, or (b) is equipped with such a transponder but the account associated with the transponder either (i) is closed at the time of transmission or (ii) has an insufficient balance at the times of debit and re-debits as provided in Section H.4(c) of Exhibit 4 to the Agreement to pay in full the applicable Transponder Transaction toll rate, or (c) is equipped with a transponder that is issued by a Transponder Issuer (other than a Transponder Issuer acting as the Developer's tolling services contractor at the time of processing the Transaction for payment) but the Transponder Issuer for any reason fails to transmit to Developer or its tolling services contractor the full toll for the Transaction by the deadline by which it is obligated to do so under its statewide interoperability protocols and agreements. A Video Transaction also means each electronic record of a toll and set of contemporaneous video images as set forth in Section H.6 of Exhibit 4 to the Agreement.

Video Transaction Toll Premium means the charges described in Section H of Exhibit 4 to the Agreement.

Video Transaction User means a User who makes a Video Transaction.

Warning Notice means a written notice that TxDOT delivers to Developer pursuant to Section 17.2.1 of the Agreement.

Water Quality Specialist has the meaning set forth in Section 4.4.6 of the Technical Provisions.

Weekday AM Peak Hours mean:

(a) As to the Segment 3A Facility Segment before its Service Commencement: Date: the period Monday through Friday 5:00 a.m. – 9:00 a.m.

(b) As to the Segment 3A Facility Segment after its Service Commencement Date, and as to the Segment 3B Facility Segment after TxDOT Substantial Completion: for the AM period, the set of consecutive hours, that will be among the eight highest average hourly volumes per day. Peak Periods for weekdays and weekends shall be identified separately.

Weekday PM Peak Hours mean:

(a) As to the Segment 3A Facility Segment before its Service Commencement Date: the period Monday through Friday 3:00 p.m. – 9:00 p.m. each day

(b) As to the Segment 3A Facility Segment after its Service Commencement Date, and as to the Segment 3B Facility Segment after TxDOT Substantial Completion: for the PM period, the set of consecutive hours that will be among the eight highest average hourly volumes per day. Peak Periods for weekdays and weekends shall be identified separately.

Weekday Off-Peak Hours mean:

(a) As to the Segment 3A Facility Segment before its Service Commencement Date: the period Monday through Friday 9:00 a.m. – 3:00 p.m. each day.

(b) As to the Segment 3A Facility Segment after its Service Commencement Date, and as to the Segment 3B Facility Segment after TxDOT Substantial Completion: the mid-day period between the Weekday AM Peak Hours and the Weekday PM Peak Hours.

Weekend Peak Hours mean:

(a) As to the Segment 3A Facility Segment before its Service Commencement Date: the period Saturday through Sunday 10:00 a.m. – 9:00 p.m. each day.

(b) As to the Segment 3A Facility Segment after its Service Commencement Date, and as to the Segment 3B Facility Segment after TxDOT Substantial Completion: for the weekend period, the two sets of consecutive hours that will be among the ten highest average hourly volumes per day. Peak Periods for weekdays and weekends shall be identified separately.

Work means all of the work required to be furnished and provided by Developer under the FA Documents, including all administrative, design, engineering, real property acquisition and occupant relocation, construction, Utility Adjustment, utility accommodation, support services, operations, maintenance and management services, except for those efforts which

such FA Documents expressly specify will be performed by Persons other than Developer-Related Entities.

Work Breakdown Structure means a deliverable-oriented hierarchical structure that breaks the Work into elements that have distinct identification and that contain specific scope characteristics. Each descending WBS level represents an increasingly detailed delineation of elements of the total Facility scope. The WBS will contain elements of Design Work, Construction Work and O&M Work. There shall be clearly identifiable linkage between the WBS and Schedule Activities. The WBS numbering convention shall be compatible with Facility Schedule coding and may be compatible with document control coding.

EXHIBIT 2

DEVELOPER'S SCHEMATIC PLAN OF FACILITY, KEY PERSONNEL AND COMMITMENTS AND INDEPENDENT MODEL AUDITOR

A - Mandatory Scope Schematic

[Attached]

B - Identified Key Personnel

Developer commits to provide, and TxDOT hereby approves, the following individuals to initially serve as the following Key Personnel:

Names of Key Personnel	Titles	Facility Key Personnel Positions
Belen Marcos	Facility Manager	Person responsible for overall management of the Facility
John Hagan	Facility Deputy Project Manager	Person responsible for overall management of the Facility
Segundo de los Heros	Chief Financial Officer (Developer)	Person responsible for overall management and/or control of the Facility's finances
Robert Hinkle	Public Information Coordinator	Person responsible for public relations and community outreach
Pablo Del Monte	Design Manager	Person responsible for design of the Facility
Alvaro Gomez-Muro	Construction Manager	Person responsible for construction, coordination of subcontractors, and scheduling
Dennis Sedlachek	ROW Acquisition Manager	Person responsible for right of way
Scott Stockburger	Utility Manager (Contractor)	Person responsible for utility adjustment
Sherrie Robinson	QA/QC Operations Manager (Developer)	Person responsible for the control of quality, and the implementation and operation of the Facility's quality systems

NORTH TARRANT EXPRESS - OPTIMIZED
IH820 / IH35W INTERCHANGE
PRELIMINARY MANDATORY SCHEMATIC

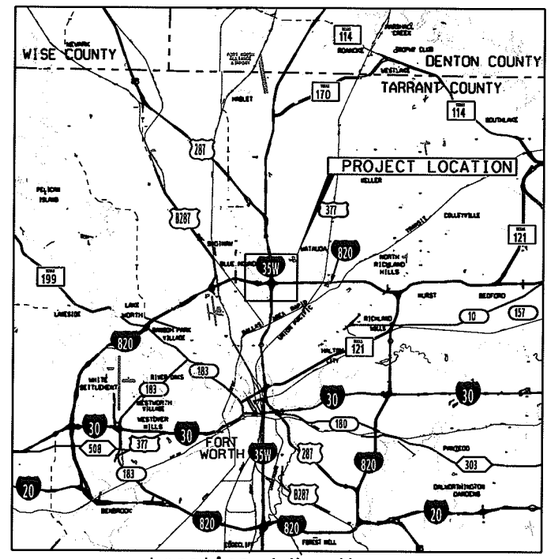
September 12, 2012

ROADWAY	DESIGN SPEED
GENERAL PURPOSE	60 MPH
MANAGED LANES	60 MPH
FRONTAGE ROADS	40 MPH
RAMPS/COLLECTORS	50 MPH
CROSS (CITY) STREET	30 MPH
COLLECTOR DISTRIBUTOR	40 MPH
LOOP RAMP	25 MPH

ALL DESIGN VALUES HAVE BEEN MET PER THE REQUIREMENTS OF THE NORTH TARRANT EXPRESS SEGMENT 3A & 3B BOOK 2 GEOMETRIC DESIGN CRITERIA INCLUDING THE NOTES OF GEOMETRIC DEVIATIONS WITHIN THE SAME DOCUMENT, ALONG WITH ALL THE RFI'S SUBMITTED TO TxDOT DURING THE MASTER DEVELOPMENT AGREEMENT FOR THIS SEGMENT.

NOTES:

1. THE PROPOSAL SCHEMATICS ARE PRELIMINARY AND SUBJECT TO CHANGE. THE LOCATION OF ALL BRIDGE BENTS AND ABUTMENTS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE. ALL MODIFICATIONS WILL BE WITHIN THE STRUCTURAL REQUIREMENTS STATED ON CDA FOR SEGMENTS 3A & 3B BOOK 2. THE LOCATION OF ALL RETAINING WALLS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE.
2. DC RAMP CONNECTING IH35W-NB TO IH820-WB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH35W-NB TO IH820-EB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH35W-SB TO IH820-WB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH35W-SB TO IH820-EB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH820-WB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH820-WB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH820-EB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH820-EB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 305'
   MANAGED TOLL LANE DC RAMP CONNECTING IH820-WB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 305'
   MANAGED TOLL LANE DC RAMP CONNECTING IH820-WB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 360'



Location / Key Map

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
ROADWAY	
2-9	IH35 / IH820 PLAN

north tarrant express

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SCALE: 1' = 200'

N

LEGEND

- PROPOSED STRUCTURE
- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- CONSTRUCTION BY OTHERS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
- PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
- PROPOSED CONTROL-OF-ACCESS
- TRAFFIC DIRECTION

LITTLE FOSSIL CR

MARK IV PKWY.

EXISTING RAMP TO REMAIN

BEGIN BRIDGE
℄ DC35N820WO
PROFILE DC35N820WY
STA. 18+84.31

END WIDENING AS NEEDED
BEGIN CONSTRUCTION
℄ GP820WO STA 646+00.00

BEGIN WIDENING AS NEEDED
℄ GP820WO STA 637+90.32

620+00 625+00 630+00 635+00 640+00 645+00

CL820

820

N 89° 27' 53" E

5+00 10+00

BEGIN DECLARATION AREA
℄ GP820EO STA 620+61.36

END DECLARATION AREA
℄ GP820EO STA 635+60.57

℄ CL820 STA. 636+91.62
℄ CLMARK4 STA. 15+86.85

BEGIN WIDENING AS NEEDED
℄ GP820EO STA 637+80.09

END WIDENING AS NEEDED
℄ GP820EO STA 641+69.67

EBRW-1T
EBRW-1L
EBRW-2T
EBRW-2L
DC35N820WO
14

BEGIN CONSTRUCTION
℄ GP820EO STA 647+75.00

BEGIN BRIDGE
℄ DC820E35SO
PROFILE DC820E35SY
STA. 22+00.00

EXISTING RAMP TO REMAIN

SUPERIOR PKWY.

LITTLE FOSSIL CR.

MARK IV PKWY.

Match Line - Sta. 648+00

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IH 820
PLAN
STA. 618+00 - STA. 648+00

SHEET 1 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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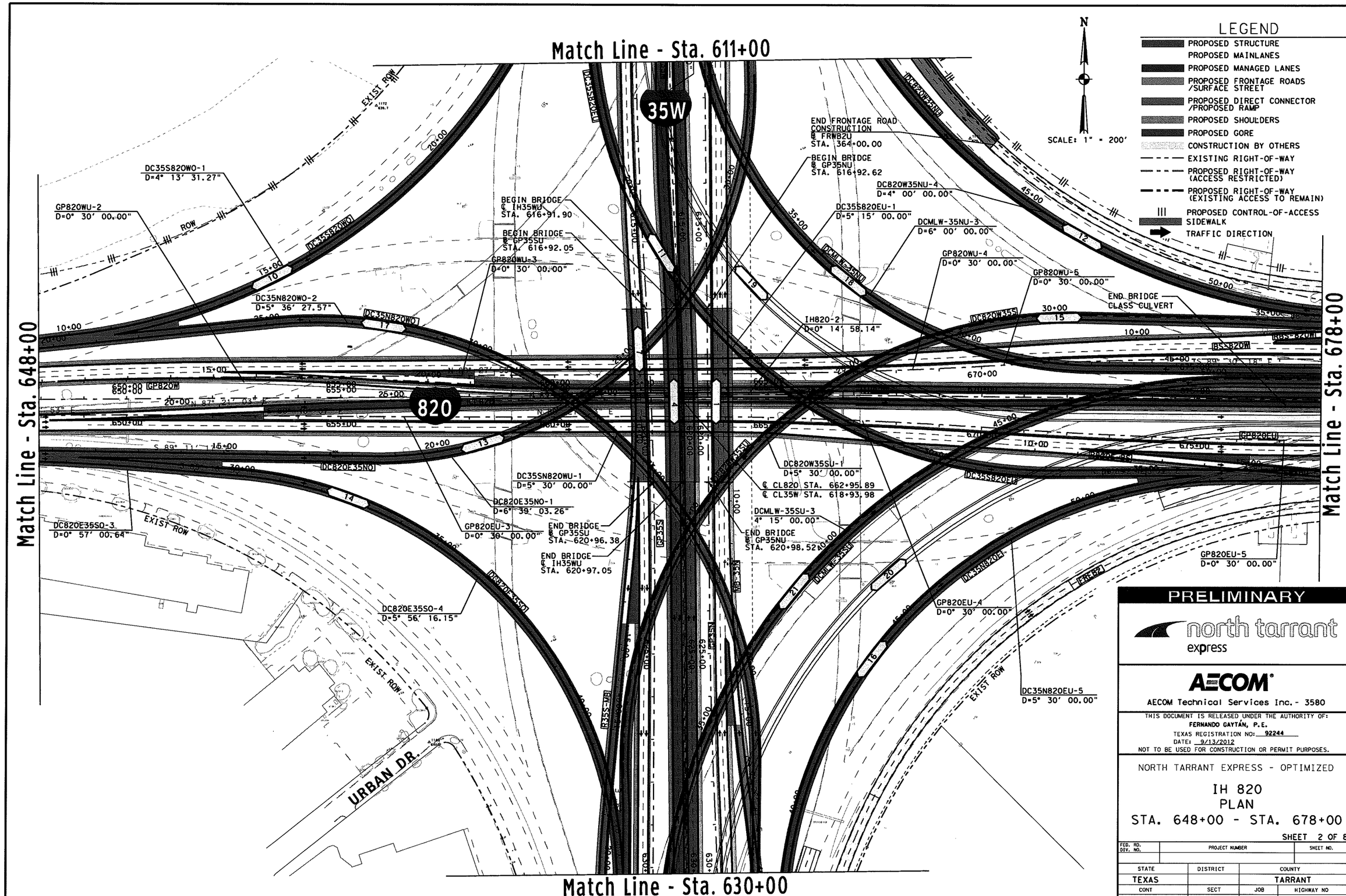

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IH 820
PLAN
STA. 648+00 - STA. 678+00

SHEET 2 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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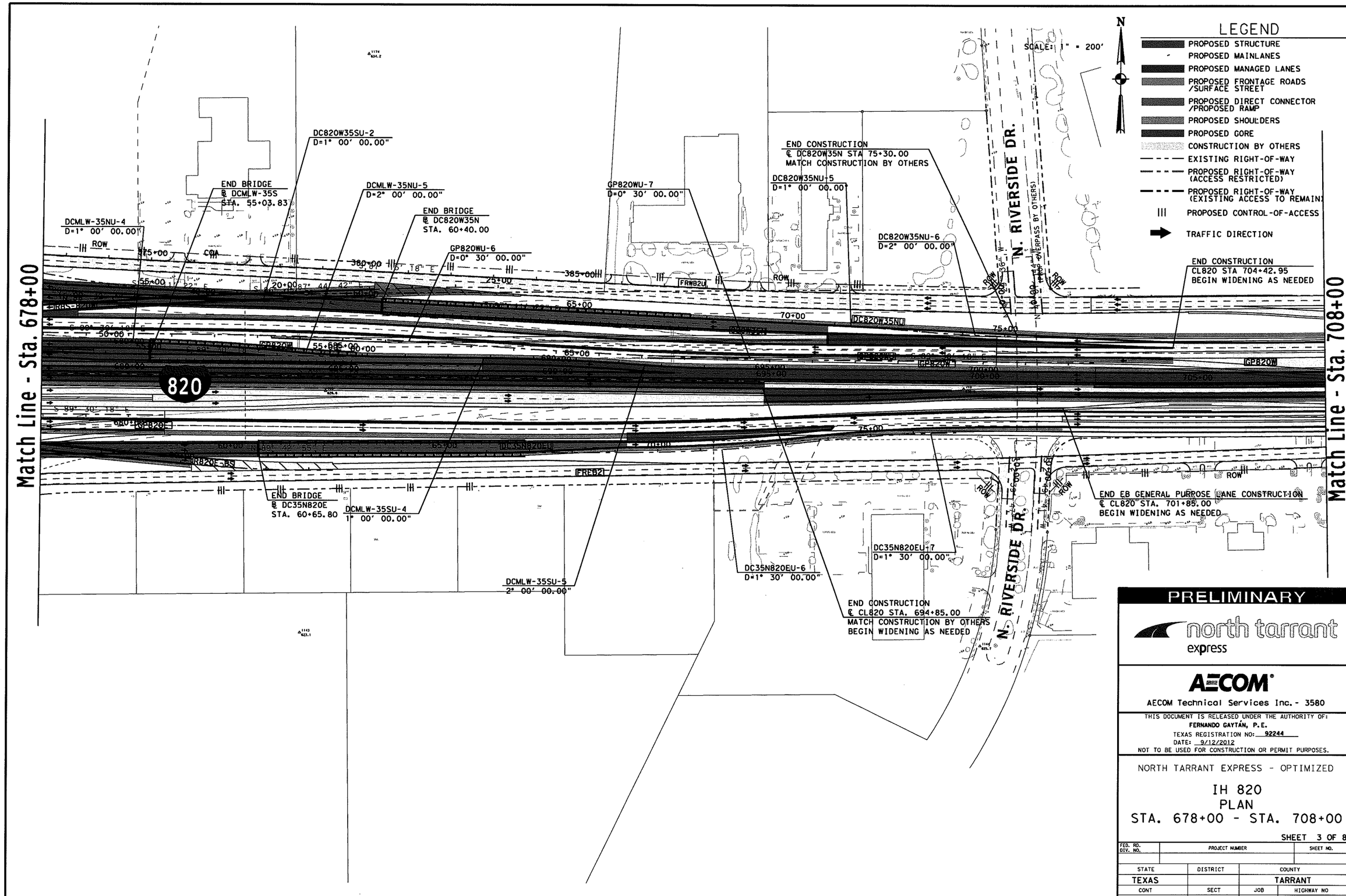

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IH 820
PLAN
STA. 678+00 - STA. 708+00

SHEET 3 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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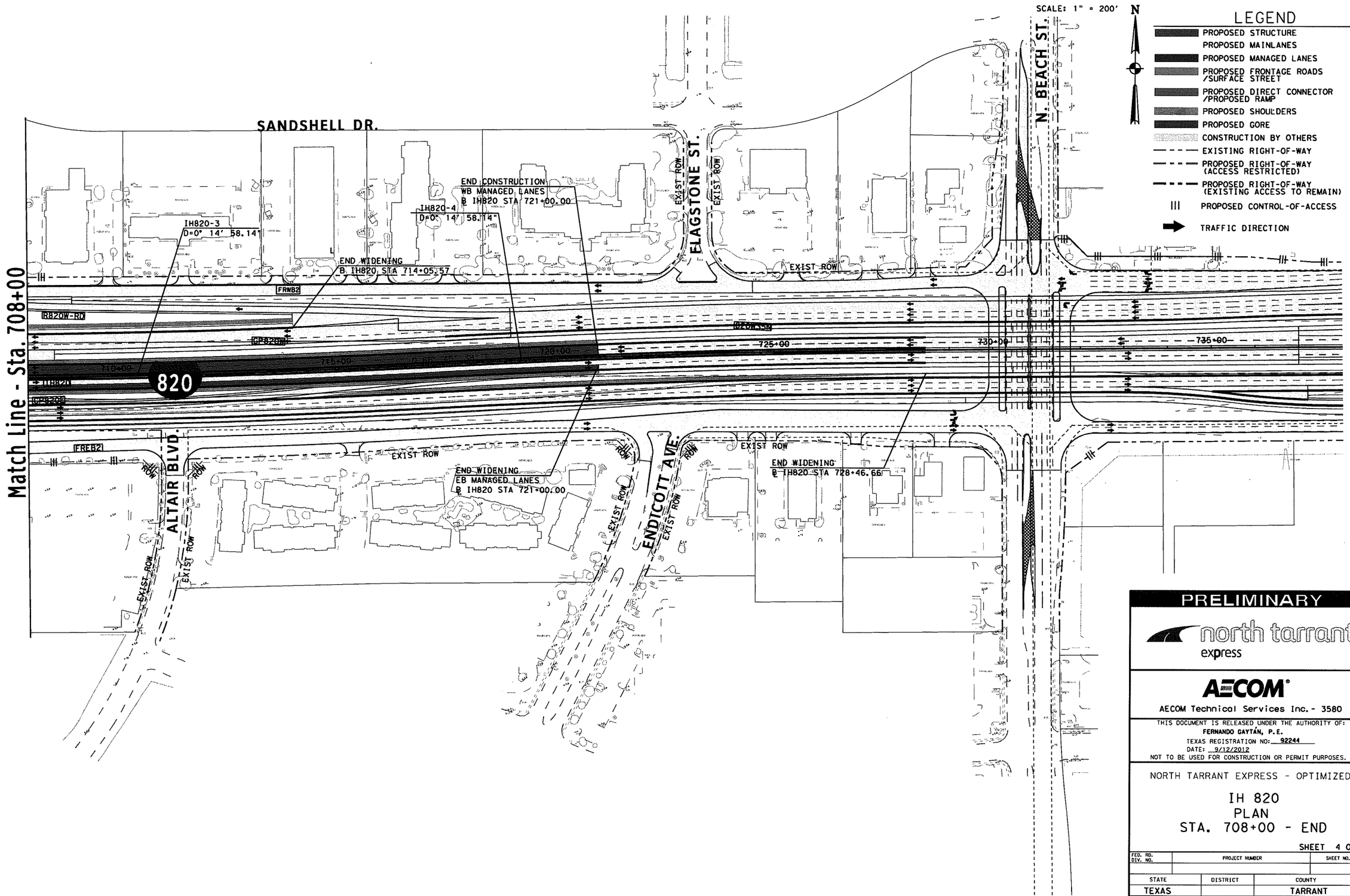

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IH 820
PLAN
STA. 708+00 - END

SHEET 4 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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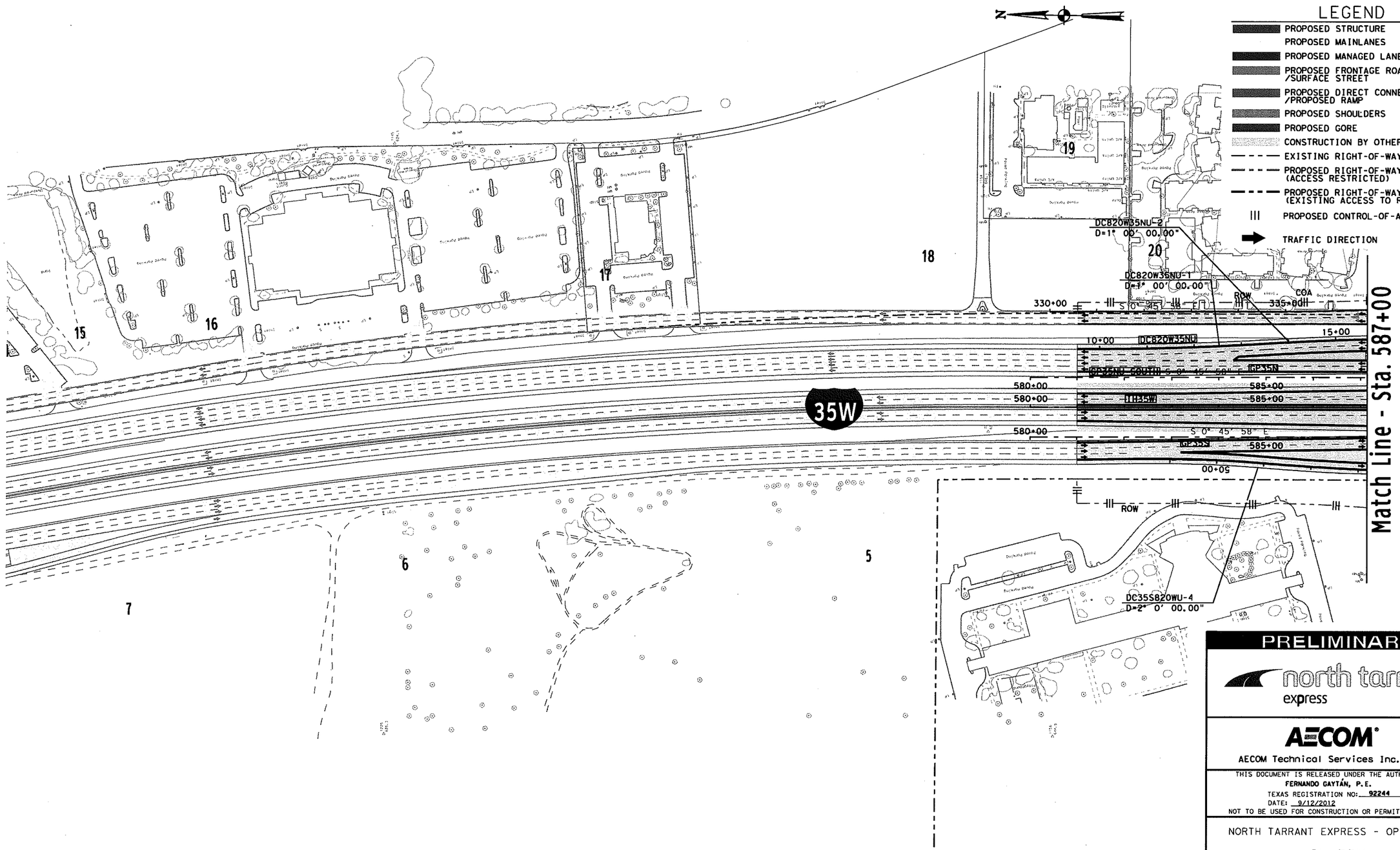

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IH 35W
PLAN
BEGIN - STA. 587+00

SHEET 5 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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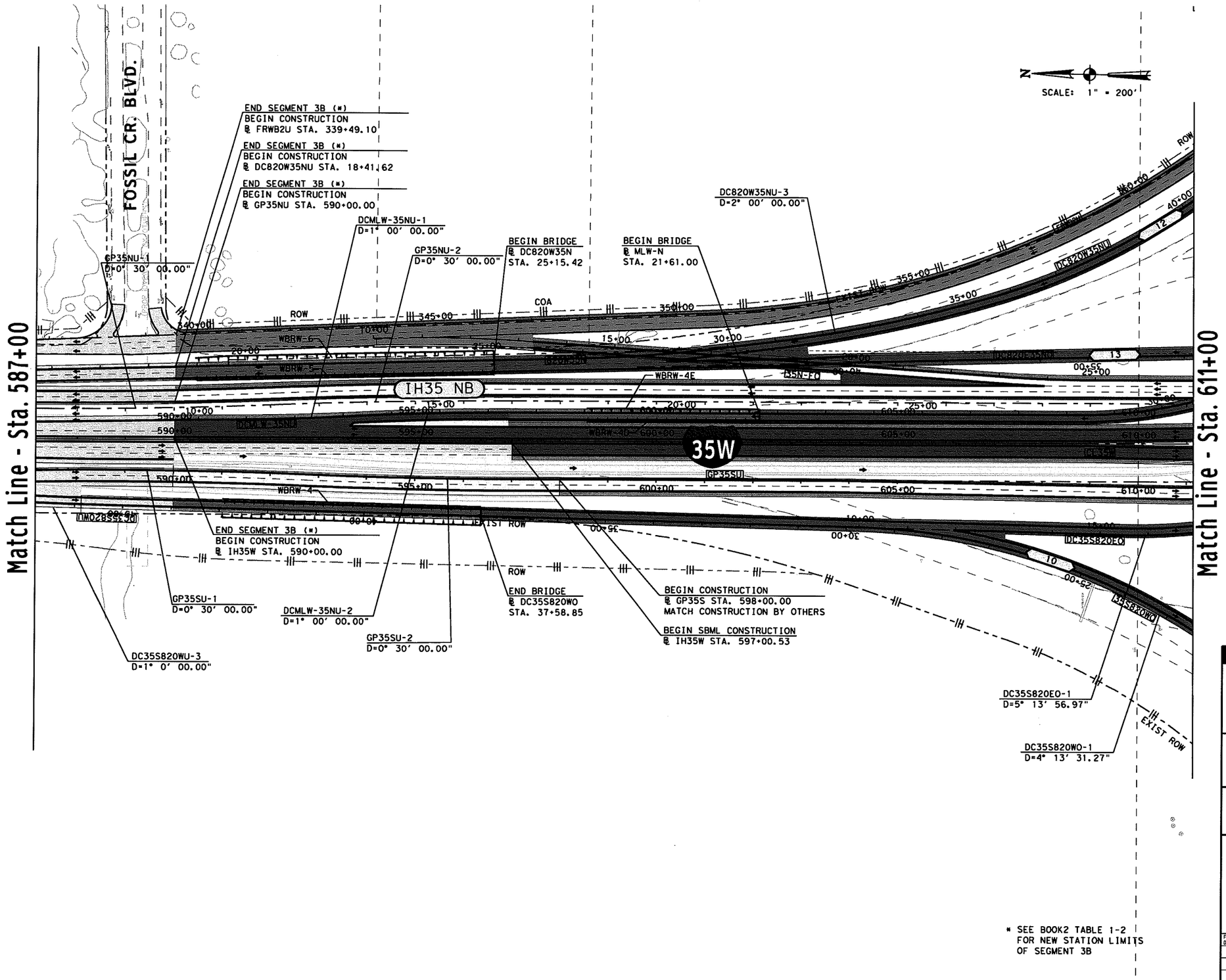

LEGEND

- PROPOSED STRUCTURE
- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- CONSTRUCTION BY OTHERS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
- PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
- PROPOSED CONTROL-OF-ACCESS
- TRAFFIC DIRECTION
- SIDEWALK

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IH 35W
PLAN
STA. 587+00 - STA. 611+00

SHEET 6 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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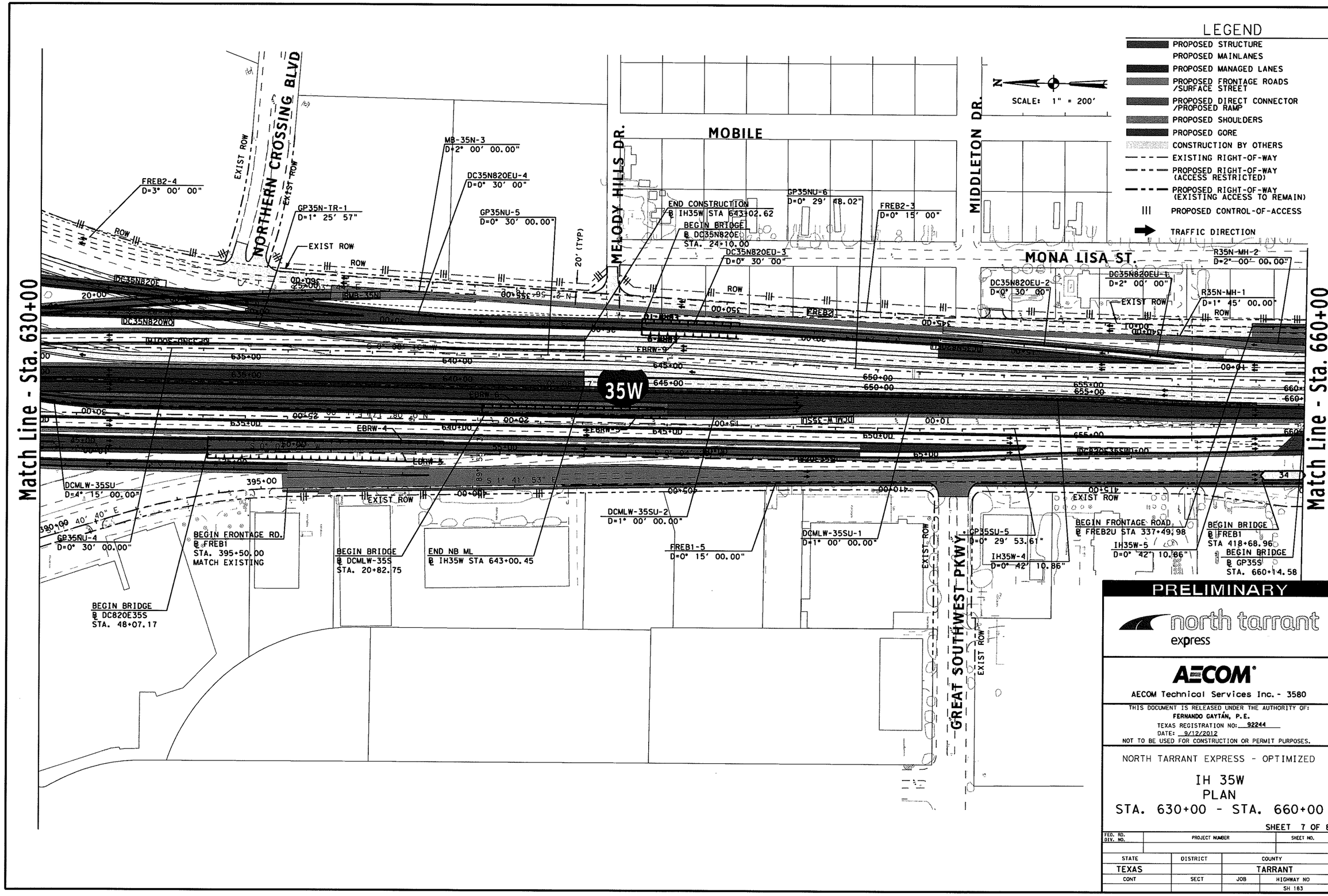
LEGEND
PROPOSED STRUCTURE
PROPOSED MAINLANES
PROPOSED MANAGED LANES
PROPOSED FRONTAGE ROADS /SURFACE STREET
PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
PROPOSED SHOULDERS
PROPOSED GORE
CONSTRUCTION BY OTHERS
EXISTING RIGHT-OF-WAY
PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
PROPOSED CONTROL-OF-ACCESS
TRAFFIC DIRECTION
SCALE: 1" = 200'
Match Line - Sta. 630+00
Match Line - Sta. 660+00
NORTHERN CROSSING BLVD
MELODY HILLS DR.
MIDDLETON DR.
MONA LISA ST.
GREAT SOUTHWEST PKWY.
MOBILE
35W
FREB2-4 D=3° 00' 00"
GP35N-TR-1 D=1° 25' 57"
MB-35N-3 D=2° 00' 00.00"
DC35N820EU-4 D=0° 30' 00"
GP35NU-5 D=0° 30' 00.00"
END CONSTRUCTION @ IH35W STA 643+02.62
BEGIN BRIDGE @ DC35N820E STA. 24+10.00
DC35N820EU-3 D=0° 30' 00"
GP35NU-6 D=0° 29' 48.02"
FREB2-3 D=0° 15' 00"
DC35N820EU-2 D=0° 30' 00"
DC35N820EU-1 D=2° 00' 00"
R35N-MH-2 D=2° 00' 00.00"
R35N-MH-1 D=1° 45' 00.00"
DCMLW-35SU D=4° 15' 00.00"
GP35NU-4 D=0° 30' 00.00"
BEGIN FRONTAGE RD. @ FREB1 STA. 395+50.00 MATCH EXISTING
BEGIN BRIDGE @ DC820E35S STA. 48+07.17
BEGIN BRIDGE @ DCMLW-35S STA. 20+82.75
END NB ML @ IH35W STA 643+00.45
DCMLW-35SU-2 D=1° 00' 00.00"
FREB1-5 D=0° 15' 00.00"
DCMLW-35SU-1 D=1° 00' 00.00"
GP35SU-5 D=0° 29' 53.61"
IH35W-4 D=0° 42' 10.86"
IH35W-5 D=0° 42' 10.86"
BEGIN FRONTAGE ROAD. @ FREB2U STA 337+49.98
BEGIN BRIDGE @ FREB1 STA 418+68.96
BEGIN BRIDGE @ GP35S STA. 660+14.58
EXIST ROW
ROW
20' (TYP)
S 1° 41' 53" E
N 1° 41' 53" W
S 0° 02' 00" W
N 0° 02' 00" E
S 0° 00' 00" E
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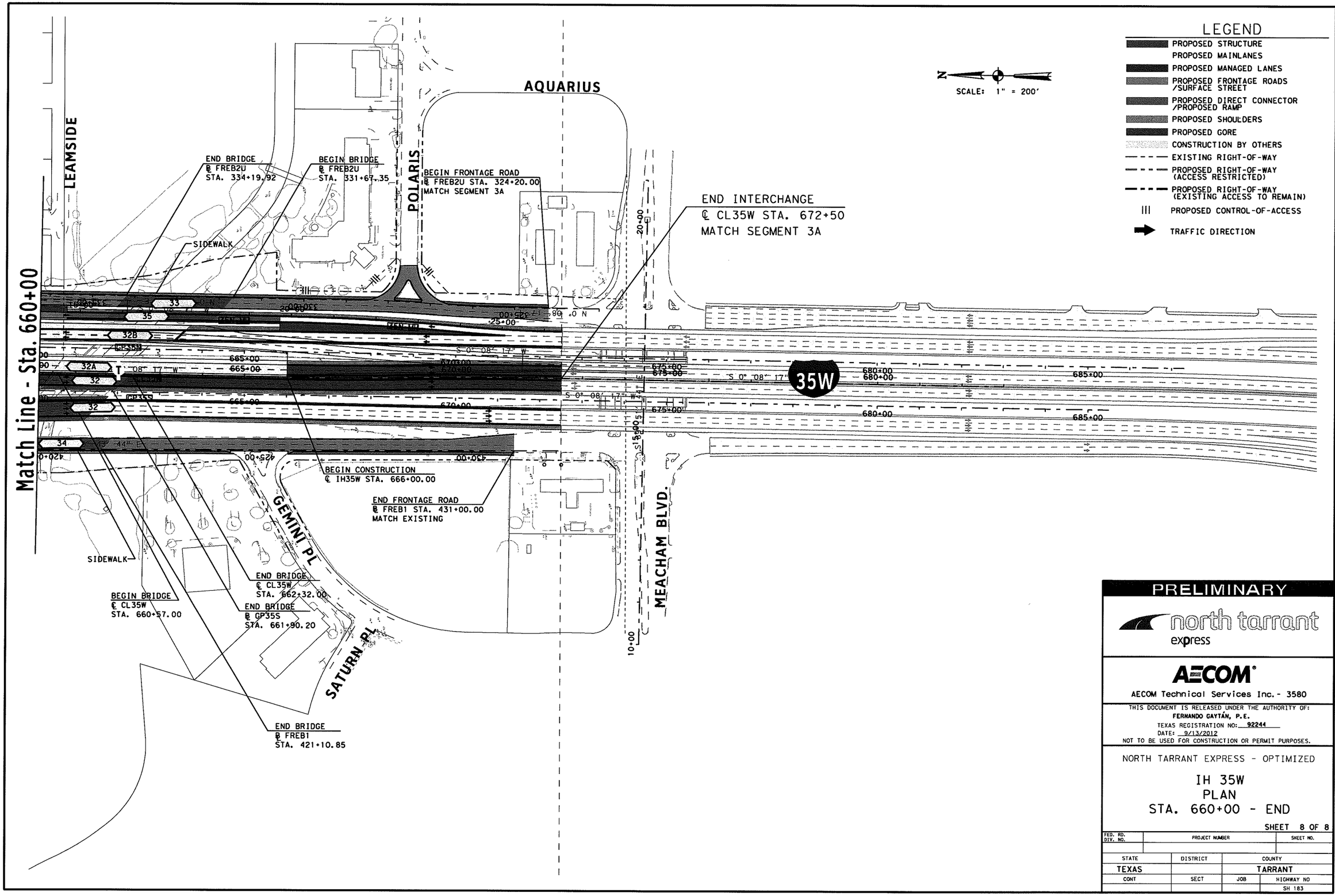

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 35W
PLAN
STA. 660+00 - END

SHEET 8 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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NORTH TARRANT EXPRESS - OPTIMIZED
IH820 / IH35W INTERCHANGE
PRELIMINARY MANDATORY SCHEMATIC

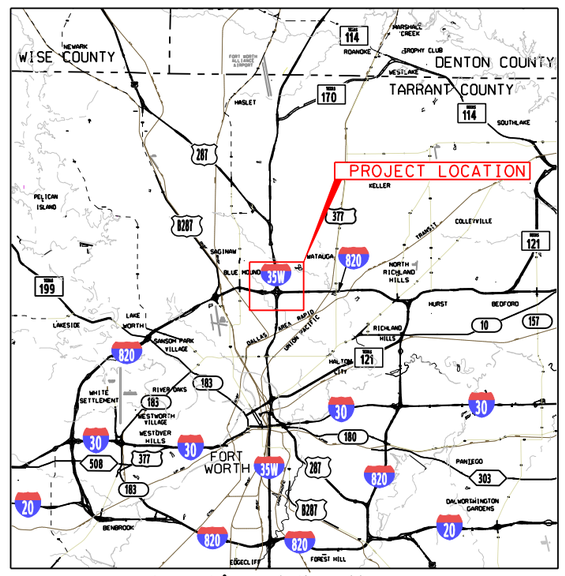
September 12, 2012

ROADWAY	DESIGN SPEED
GENERAL PURPOSE	60 MPH
MANAGED LANES	60 MPH
FRONTAGE ROADS	40 MPH
RAMPS/COLLECTORS	50 MPH
CROSS (CITY) STREET	30 MPH
COLLECTOR DISTRIBUTOR	40 MPH
LOOP RAMP	25 MPH

ALL DESIGN VALUES HAVE BEEN MET PER THE REQUIREMENTS OF THE NORTH TARRANT EXPRESS SEGMENT 3A & 3B BOOK 2 GEOMETRIC DESIGN CRITERIA INCLUDING THE NOTES OF GEOMETRIC DEVIATIONS WITHIN THE SAME DOCUMENT, ALONG WITH ALL THE RFI'S SUBMITTED TO TxDOT DURING THE MASTER DEVELOPMENT AGREEMENT FOR THIS SEGMENT.

NOTES:

1. THE PROPOSAL SCHEMATICS ARE PRELIMINARY AND SUBJECT TO CHANGE. THE LOCATION OF ALL BRIDGE BENTS AND ABUTMENTS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE. ALL MODIFICATIONS WILL BE WITHIN THE STRUCTURAL REQUIREMENTS STATED ON CDA FOR SEGMENTS 3A & 3B BOOK 2. THE LOCATION OF ALL RETAINING WALLS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE.
2. DC RAMP CONNECTING IH35W-NB TO IH820-WB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH35W-NB TO IH820-EB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH35W-SB TO IH820-WB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH35W-SB TO IH820-EB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH820-WB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 360'
   DC RAMP CONNECTING IH820-WB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH820-EB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 305'
   DC RAMP CONNECTING IH820-EB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 305'
   MANAGED TOLL LANE DC RAMP CONNECTING IH820-WB TO IH35W-NB SHALL HAVE A MINIMUM SSD OF 305'
   MANAGED TOLL LANE DC RAMP CONNECTING IH820-WB TO IH35W-SB SHALL HAVE A MINIMUM SSD OF 360'



Location / Key Map

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
ROADWAY	
2-9	IH35 / IH820 PLAN

north tarrant express

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SCALE: 1' = 200'

N

LEGEND

- PROPOSED STRUCTURE
- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- CONSTRUCTION BY OTHERS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
- PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
- PROPOSED CONTROL-OF-ACCESS
- TRAFFIC DIRECTION

LITTLE FOSSIL CR

MARK IV PKWY.

EXISTING RAMP TO REMAIN

BEGIN BRIDGE
℄ DC35N820WO
PROFILE DC35N820WY
STA. 18+84.31

END WIDENING AS NEEDED
BEGIN CONSTRUCTION
℄ GP820WO STA 646+00.00

BEGIN WIDENING AS NEEDED
℄ GP820WO STA 637+90.32

620+00
625+00
630+00
635+00
640+00
645+00
CL820
820
N 89° 27' 53" E
5+00
10+00
15+00
WBRW-N
WBRW-21
DC35N820WO
EBRW-11
EBRW-21
S 89°
14
17

BEGIN DECLARATION AREA
℄ GP820EO STA 620+61.36

END DECLARATION AREA
℄ GP820EO STA 635+60.57

BEGIN WIDENING AS NEEDED
℄ GP820EO STA 637+80.09

END WIDENING AS NEEDED
℄ GP820EO STA 641+69.67

℄ CL820 STA. 636+91.62
℄ CLMARK4 STA. 15+86.85

BEGIN CONSTRUCTION
℄ GP820EO STA 647+75.00

BEGIN BRIDGE
℄ DC820E35SO
PROFILE DC820E35SY
STA. 22+00.00

EXISTING RAMP TO REMAIN

SUPERIOR PKWY.

LITTLE FOSSIL CR.

MARK IV PKWY.

Match Line - Sta. 648+00

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 820
PLAN
STA. 618+00 - STA. 648+00

SHEET 1 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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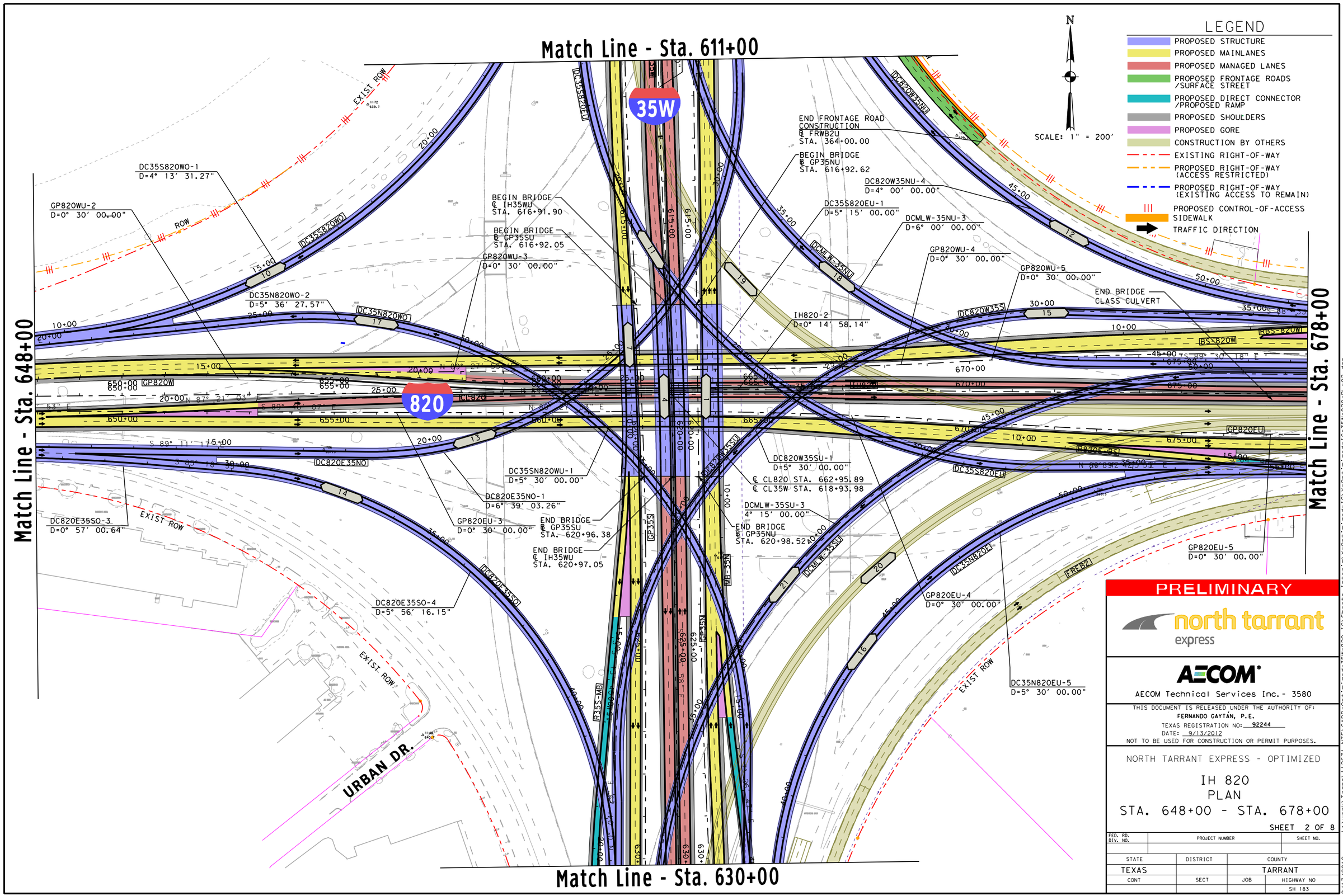

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IH 820
PLAN
STA. 648+00 - STA. 678+00

SHEET 2 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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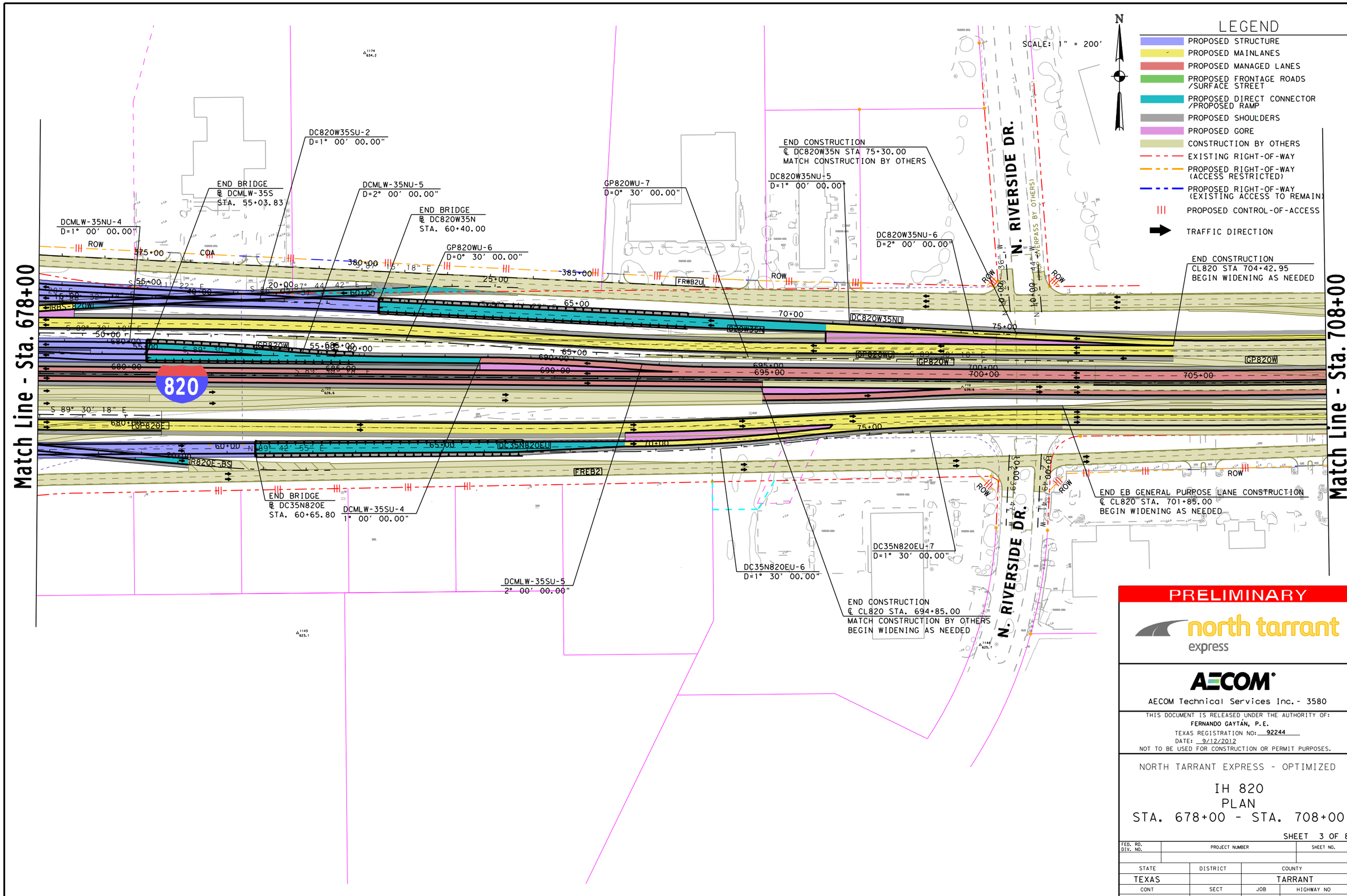

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 820
PLAN
STA. 678+00 - STA. 708+00

SHEET 3 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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SCALE: 1" = 200'

N

LEGEND

- PROPOSED STRUCTURE
- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- CONSTRUCTION BY OTHERS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
- PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
- PROPOSED CONTROL-OF-ACCESS
- TRAFFIC DIRECTION

Match Line - Sta. 708+00

SANDSHELL DR.

FLAGSTONE ST.

N. BEACH ST.

ALTAIR BLVD.

ENDICOTT AVE.

820

IH820-3
D=0° 14' 58.14"

IH820-4
D=0° 14' 58.14"

END CONSTRUCTION
WB MANAGED LANES
℄ IH820 STA 721+00.00

END WIDENING
℄ IH820 STA 714+05.57

END WIDENING
EB MANAGED LANES
℄ IH820 STA 721+00.00

END WIDENING
℄ IH820 STA 728+46.66

N 86° 45' 38" E

710+00 715+00 720+00 725+00 730+00 735+00

EXIST ROW

ROW

FRWB2 R820W-RD GP820W IH820 GP820E FREB2 R820W-SN

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IH 820
PLAN
STA. 708+00 - END

SHEET 4 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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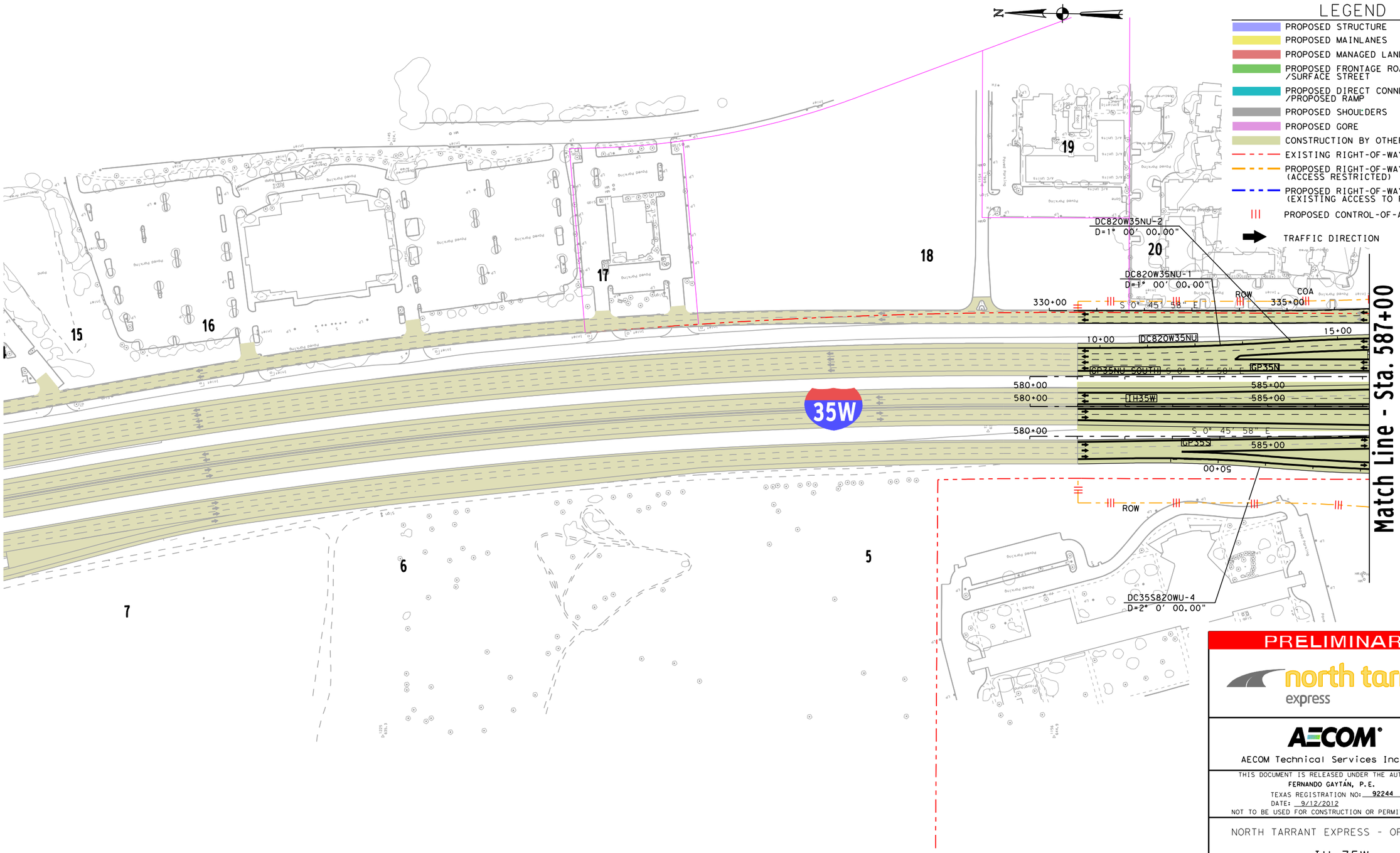

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IH 35W
PLAN
BEGIN - STA. 587+00

SHEET 5 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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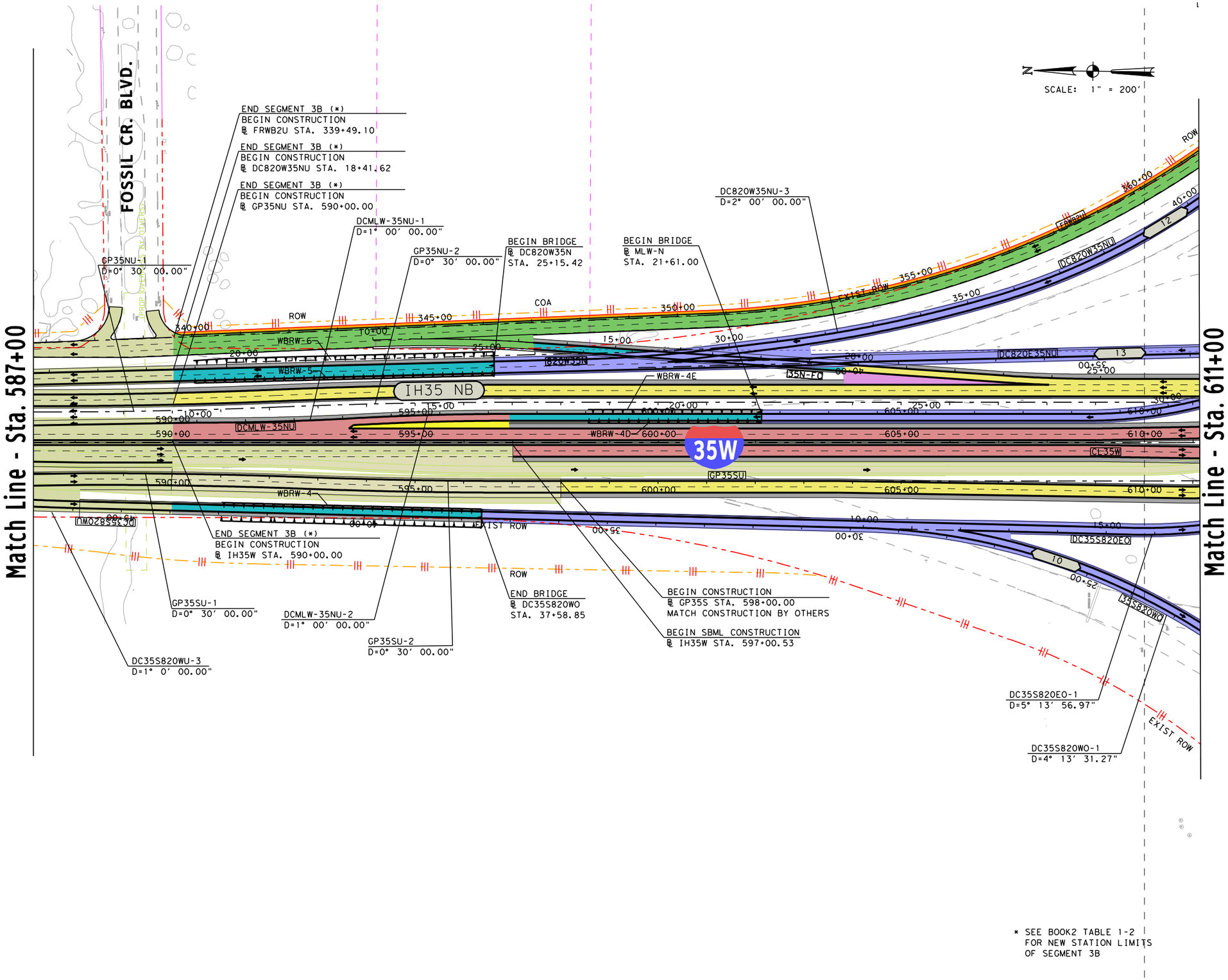

LEGEND

- PROPOSED STRUCTURE
- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- CONSTRUCTION BY OTHERS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY (ACCESS RESTRICTED)
- PROPOSED RIGHT-OF-WAY (EXISTING ACCESS TO REMAIN)
- PROPOSED CONTROL-OF-ACCESS
- TRAFFIC DIRECTION
- SIDEWALK

* SEE BOOK2 TABLE 1-2 FOR NEW STATION LIMITS OF SEGMENT 3B

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 35W
PLAN
STA. 587+00 - STA. 611+00

SHEET 6 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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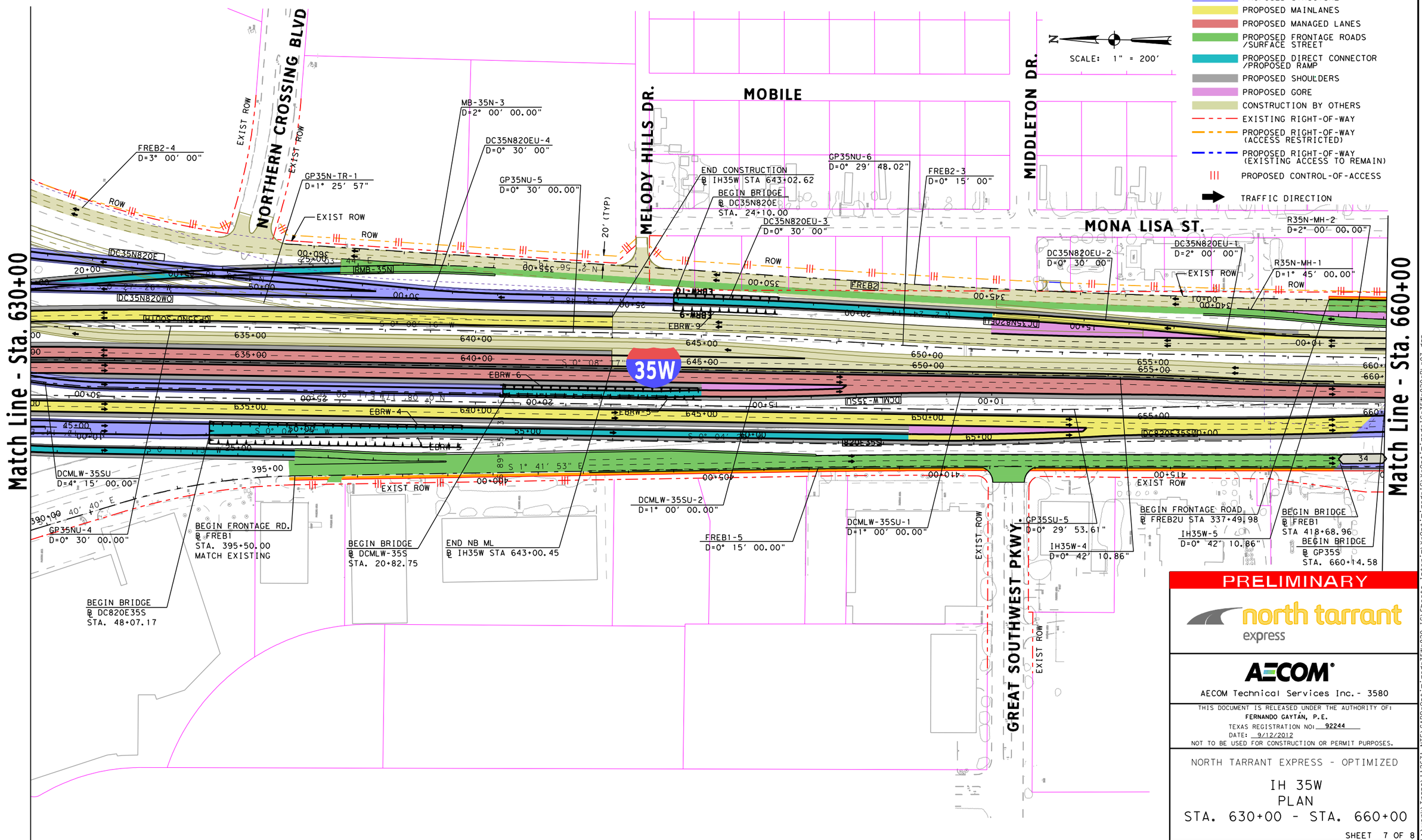

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 35W
PLAN
STA. 630+00 - STA. 660+00

SHEET 7 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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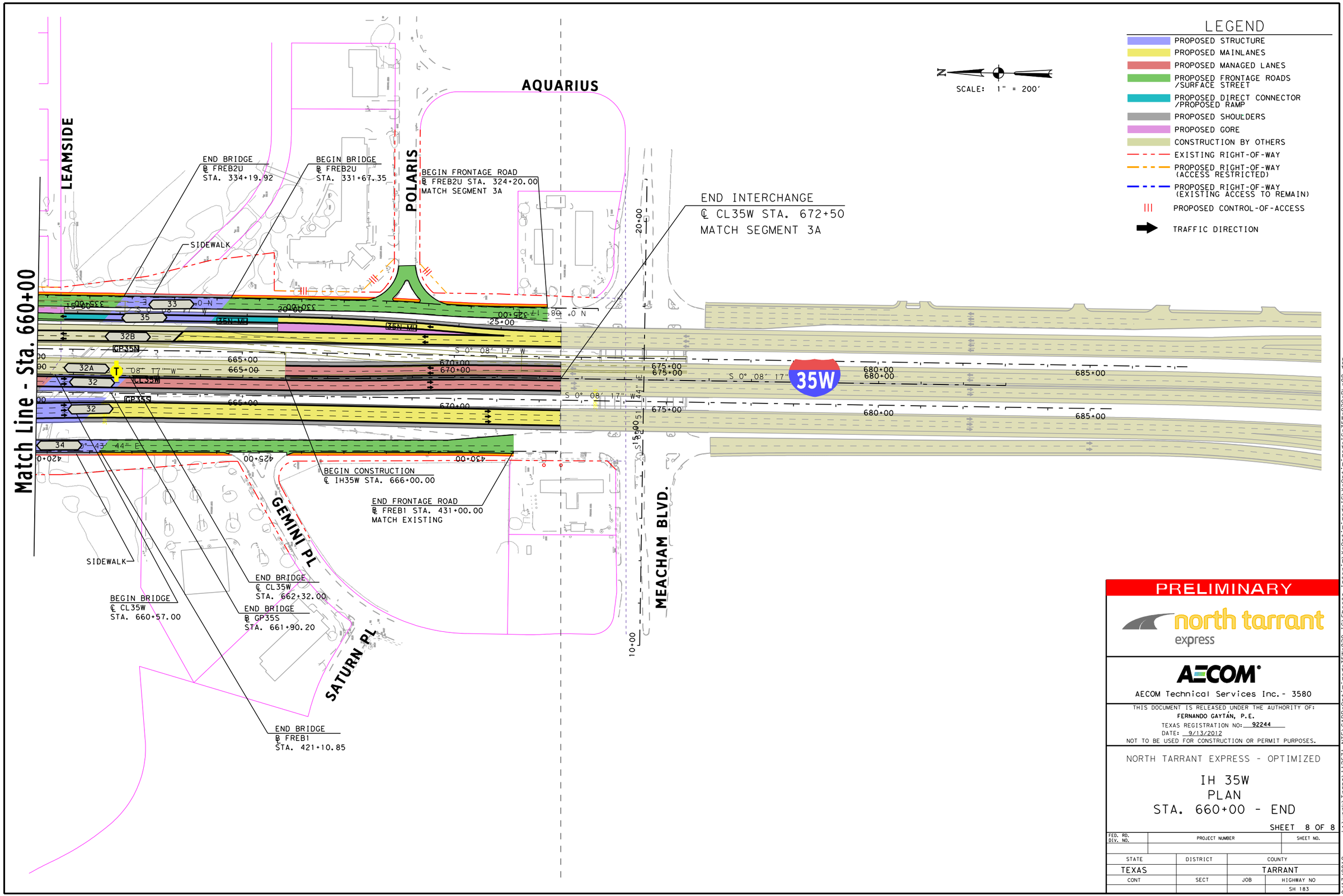

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NORTH TARRANT EXPRESS - OPTIMIZED

IH 35W
PLAN
STA. 660+00 - END

SHEET 8 OF 8

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			SH 183

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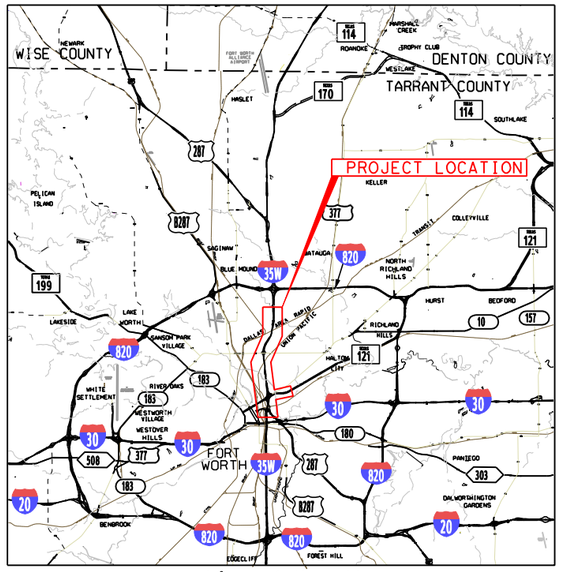
NORTH TARRANT EXPRESS
SEGMENT 3A
PRELIMINARY MANDATORY SCHEMATIC

September 20, 2012



Location / Key Map

ROADWAY	DESIGN SPEED
GENERAL PURPOSE (BEG. UNTIL STA. 932+00).....	70 MPH
GENERAL PURPOSE (STA. 932+00 TO SOUTHERNMOST CONSTRUCTION LIMIT).....	55 MPH
MANAGED LANES (BEG. UNTIL STA. 932+00).....	70 MPH
MANAGED LANES (STA. 932+00 TO SOUTHERNMOST CONSTRUCTION LIMIT).....	55 MPH
FRONTAGE ROADS.....	40 MPH
RAMPS/COLLECTORS.....	50 MPH
CROSS (CITY) STREET (INCLUDING SPUR 280).....	35 MPH *
COLLECTOR DISTRIBUTOR.....	40 MPH
LOOP RAMP.....	25 MPH

* AS PER THE NORTH TARRANT EXPRESS SEGMENT 3A AND 3B BOOK 2 TABLE 11-1, NOTE 17.

ALL DESIGN VALUES HAVE BEEN MET PER THE REQUIREMENTS OF THE NORTH TARRANT EXPRESS MDP CDA GEOMETRIC DESIGN CRITERIA INCLUDING THE NOTES OF GEOMETRIC DEVIATIONS WITHIN THE SAME DOCUMENT, ALONG WITH ALL THE RFI'S SUBMITTED TO TxDOT DURING THE MASTER DEVELOPMENT AGREEMENT FOR THIS SEGMENT, FACILITY AGREEMENT BOOK 2

NOTES:

1. THE PROPOSAL SCHEMATICS ARE PRELIMINARY AND SUBJECT TO CHANGE. THE LOCATION OF ALL BRIDGE BENTS AND ABUTMENTS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE. ALL MODIFICATIONS WILL BE WITHIN THE STRUCTURAL REQUIREMENTS STATED ON CDA FOR BOOK 2. THE LOCATION OF ALL RETAINING WALLS IS PRELIMINARY AND SUBJECT TO MODIFICATION DURING DETAIL DESIGN PHASE.

2. IN ORDER TO REDUCE CONSTRUCTION COSTS AT THE INTERSECTION OF SH 121 AND IH35W ON SEGMENT 3A, THE INTERIM GENERAL PURPOSE LANES ON IH-35 SOUTH OF STA. 898+00 WILL MAINTAIN THE EXISTING VERTICAL ALIGNMENT. THE INTERIM GENERAL PURPOSE LANES SOUTH OF STA. 862+20, INCLUDING STRUCTURES, WILL HAVE TO BE DEMOLISHED IN ORDER TO BUILD THE ULTIMATE GENERAL PURPOSE LANES COMPATIBLE WITH THE TxDOT SCHEMATICS FOR ENVIRONMENTAL APPROVAL.

3. ALL TAPER/MERGE LENGTHS MEET BOOK 2 DESIGN REQUIREMENTS

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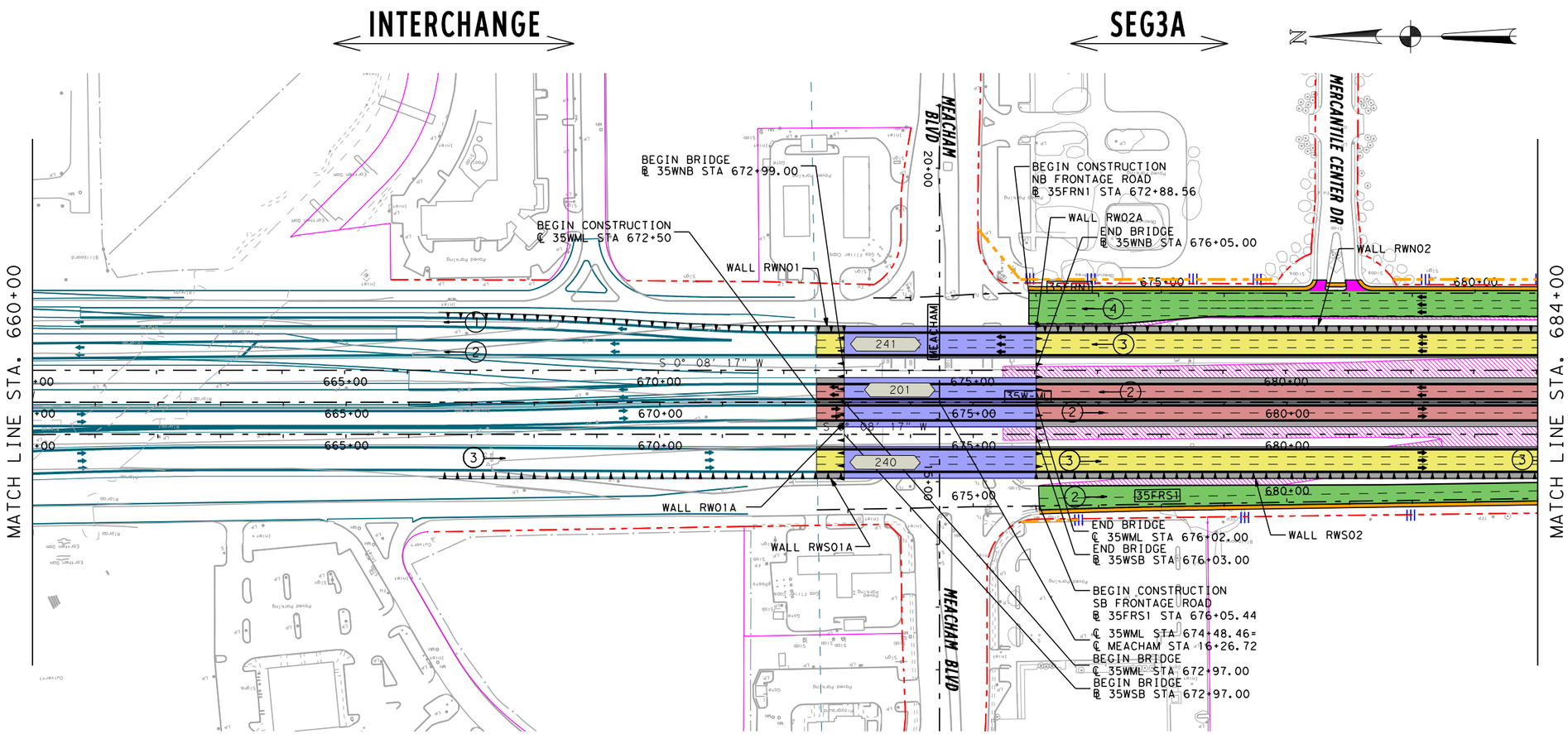
INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
ROADWAY	
2-13	IH 35W PLAN
14	SPUR 280 PLAN

REV	DATE	BY	DESCRIPTION



LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
- EXISTING PAVEMENT REMOVAL
- PREVIOUS CONSTRUCTION BY OTHERS
- PROPOSED RETAINING WALL
- PROPOSED NOISE WALL
- PROPOSED CONTROL-OF-ACCESS
- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
- ADDITIONAL ROW REQUIRED
- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- (3) NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

PRELIMINARY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200'

SHEET 1 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		2

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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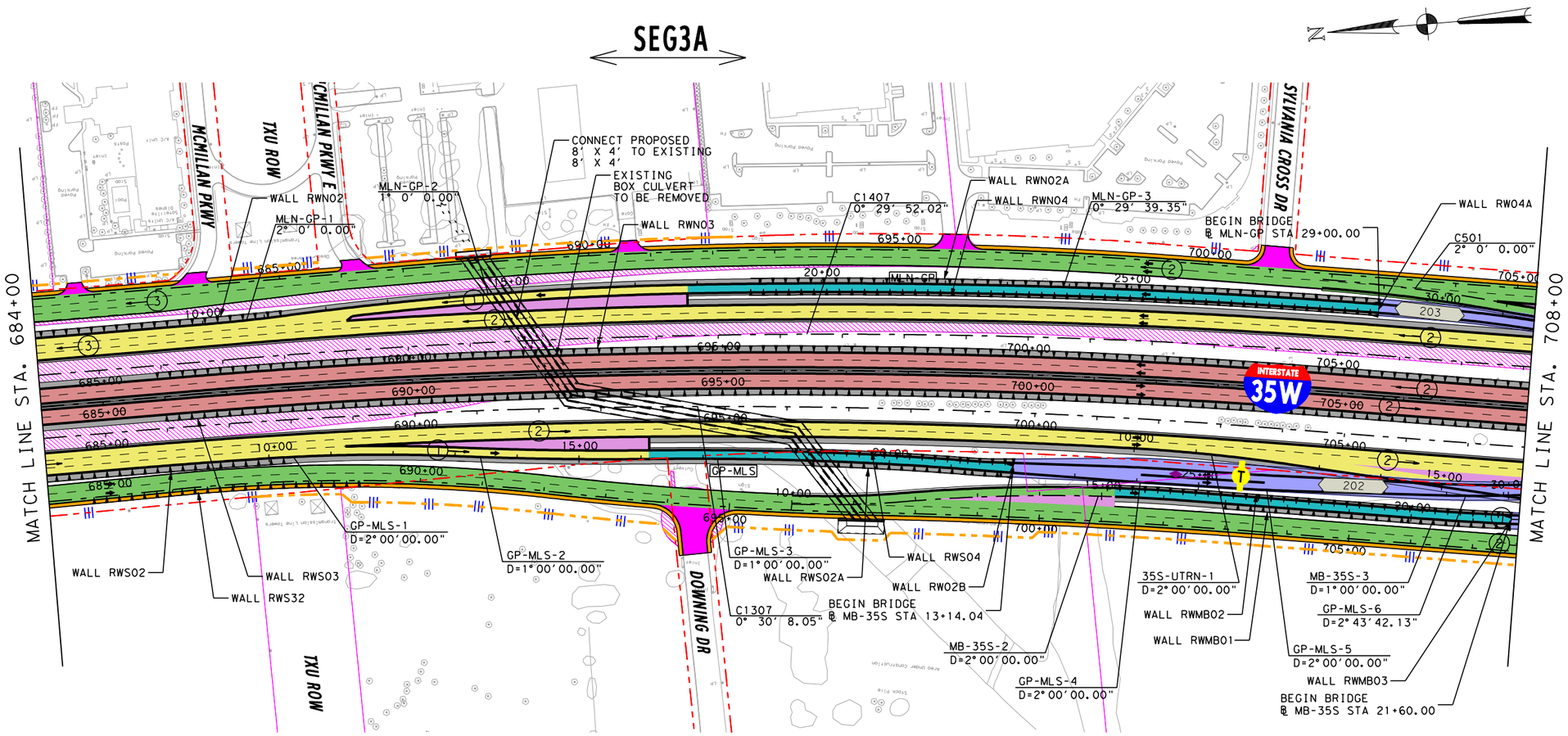

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
- EXISTING PAVEMENT REMOVAL
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- PROPOSED RETAINING WALL
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- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- (3) NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200' SHEET 2 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			3
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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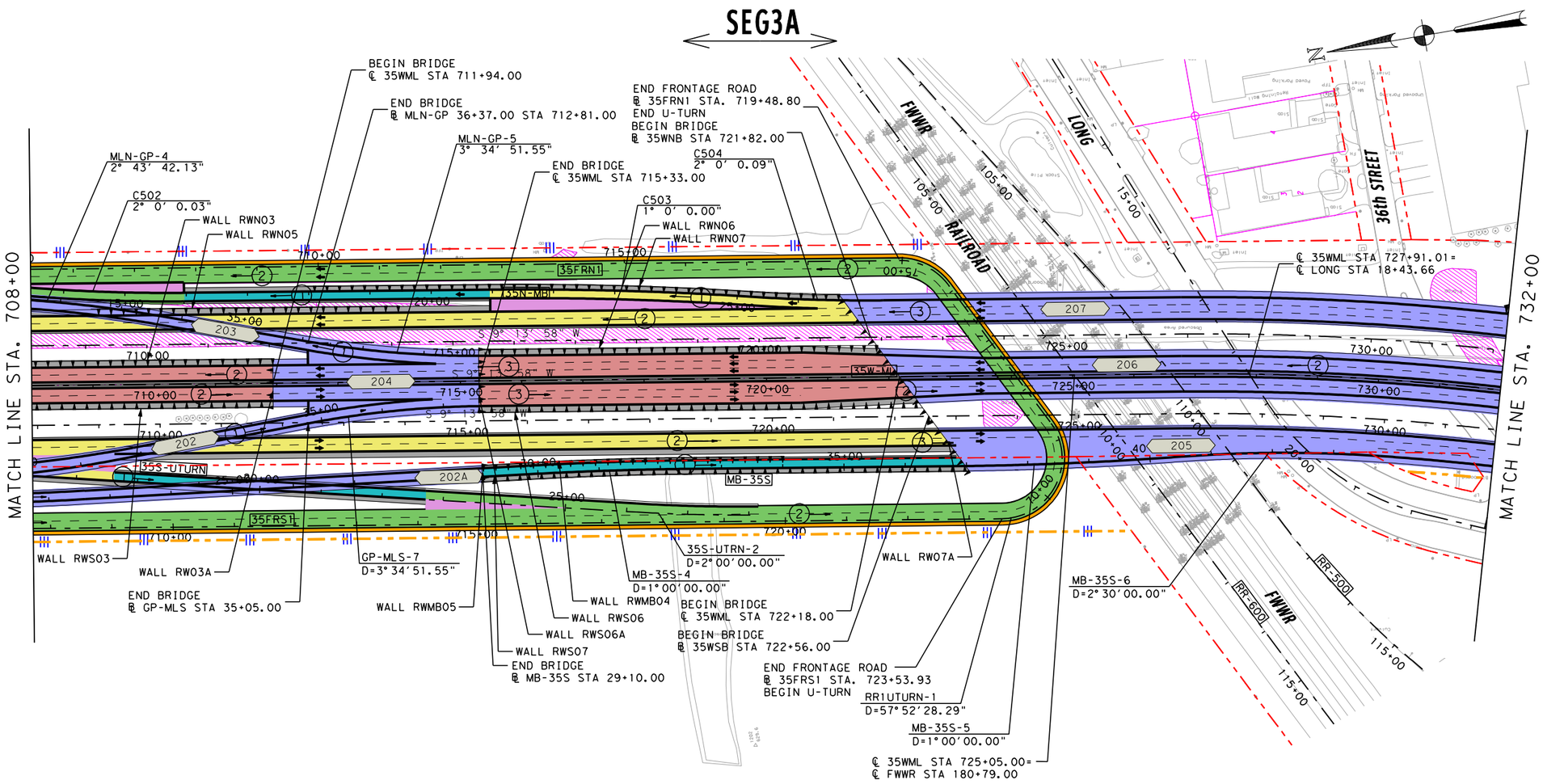

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
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- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
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- (3) NUMBER OF TRAFFIC LANES
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- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

PRELIMINARY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200' SHEET 3 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			4
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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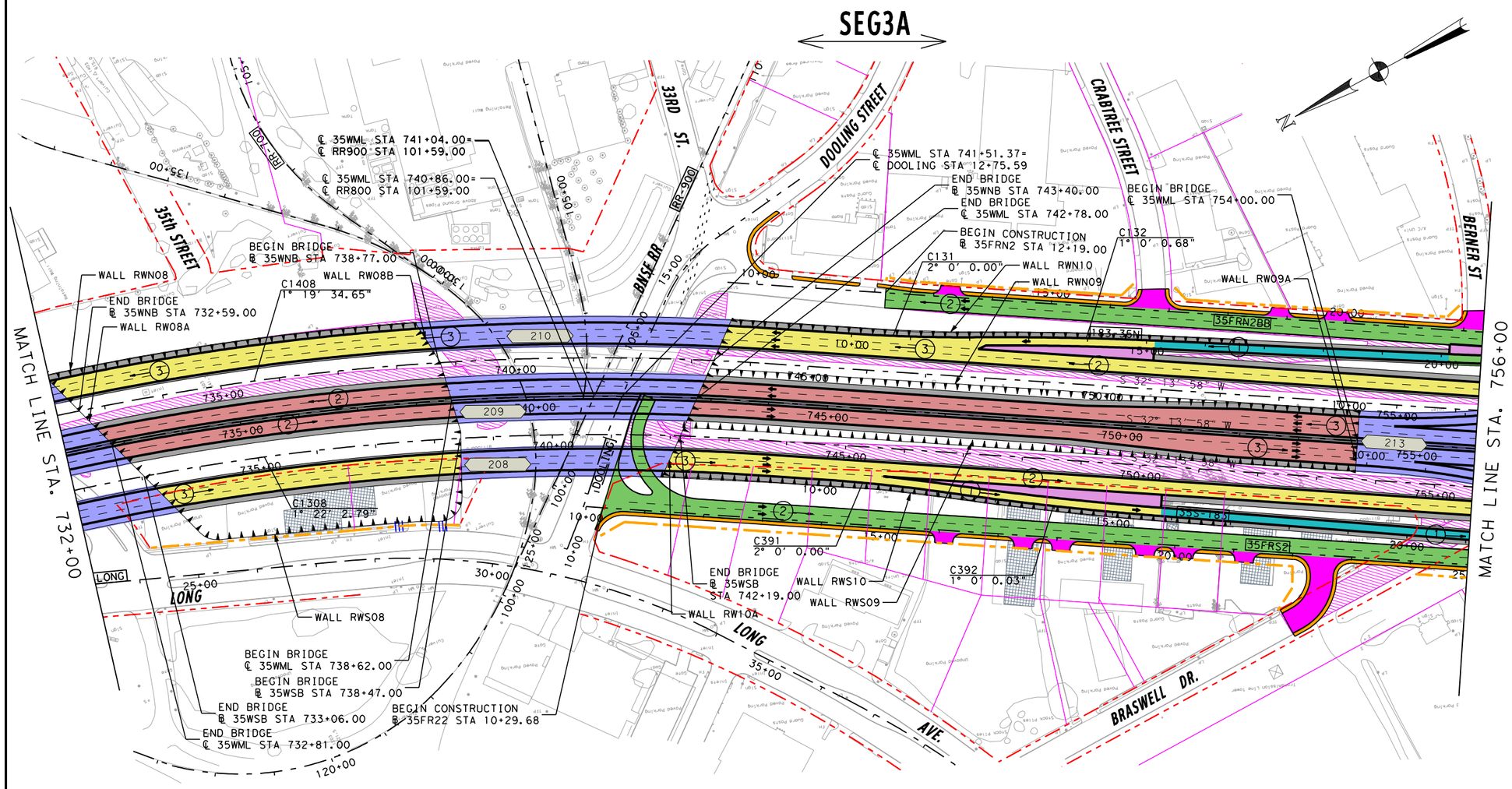

NOTE: CURVE 35WML-4 SHALL COMPLY WITH AN SSD OF 60 MPH AS REQUIRED BY THE NORTH TARRANT EXPRESS MDP CDA GEOMETRIC DESIGN CRITERIA NOTE 12.

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
- EXISTING PAVEMENT REMOVAL
- PREVIOUS CONSTRUCTION BY OTHERS
- PROPOSED RETAINING WALL
- PROPOSED NOISE WALL
- PROPOSED CONTROL-OF-ACCESS
- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
- ADDITIONAL ROW REQUIRED
- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- (3) NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

PRELIMINARY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200'

SHEET 4 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		5

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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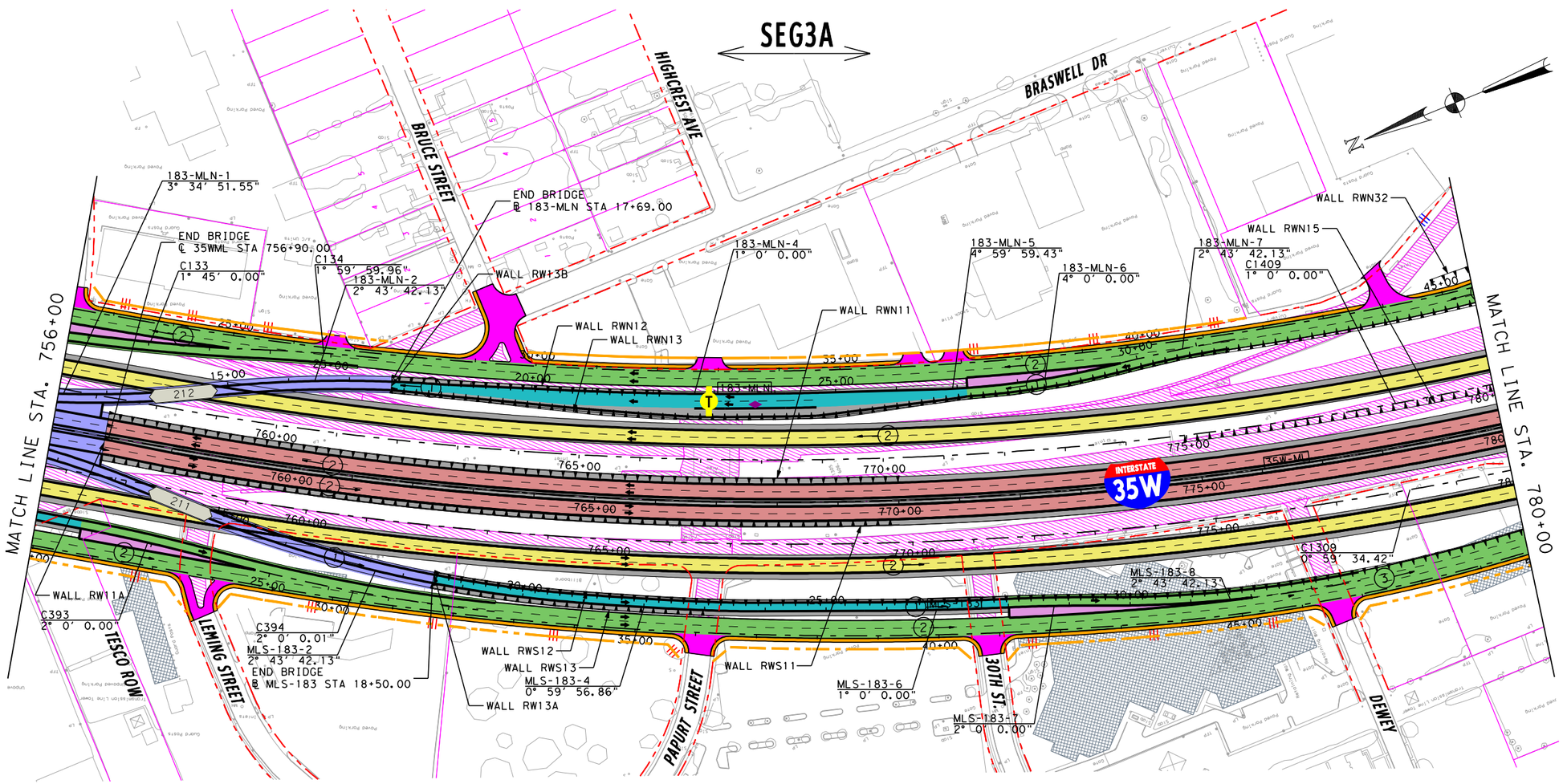

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
- EXISTING PAVEMENT REMOVAL
- PREVIOUS CONSTRUCTION BY OTHERS
- PROPOSED RETAINING WALL
- PROPOSED NOISE WALL
- PROPOSED CONTROL-OF-ACCESS
- EXISTING CONTROL-OF-ACCESS
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- PROPOSED RIGHT-OF-WAY
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- ADDITIONAL ROW REQUIRED
- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- (3) NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

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IH 35W PLAN

HORZ.: 1" = 200' SHEET 5 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			6
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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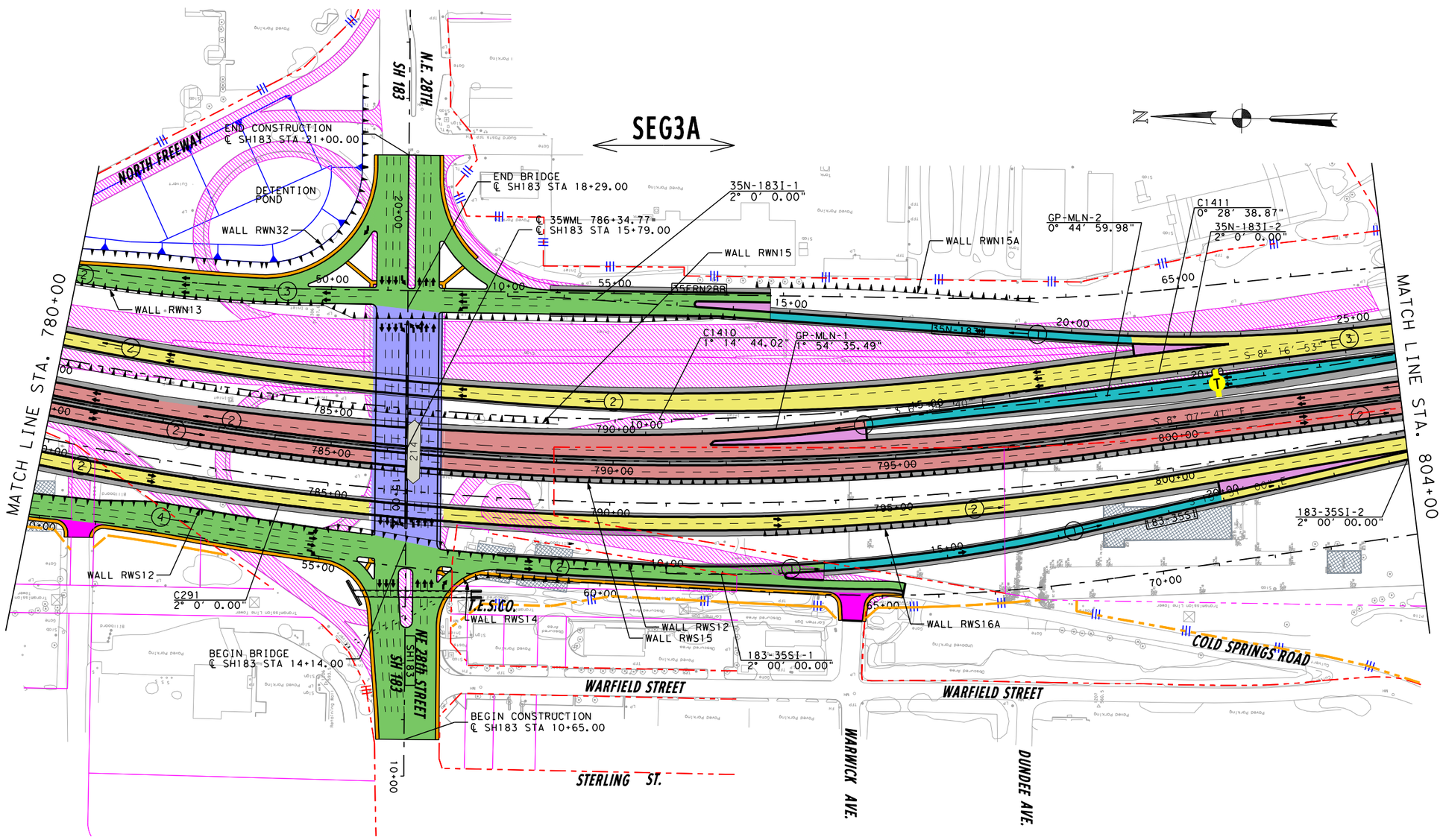

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
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- PROPOSED NOISE WALL
- PROPOSED CONTROL-OF-ACCESS
- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
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- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- NUMBER OF TRAFFIC LANES
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- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200'

SHEET 6 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		7

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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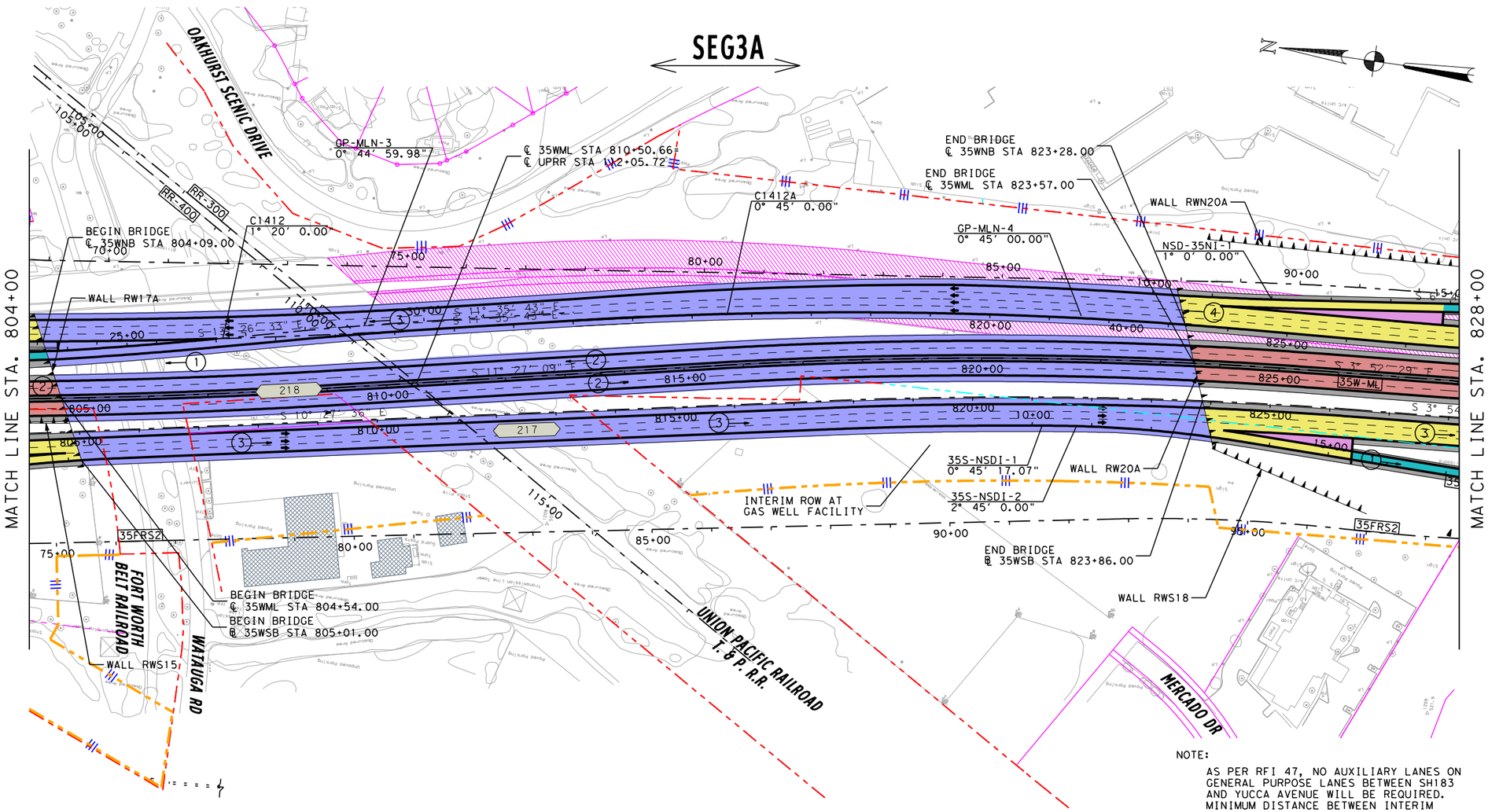

NOTE:

AS PER RFI 47, NO AUXILIARY LANES ON GENERAL PURPOSE LANES BETWEEN SH183 AND YUCCA AVENUE WILL BE REQUIRED. MINIMUM DISTANCE BETWEEN INTERIM RAMPS IS GREATER THAN 2000'.

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
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- SIDEWALK
- NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200'

SHEET 7 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			8
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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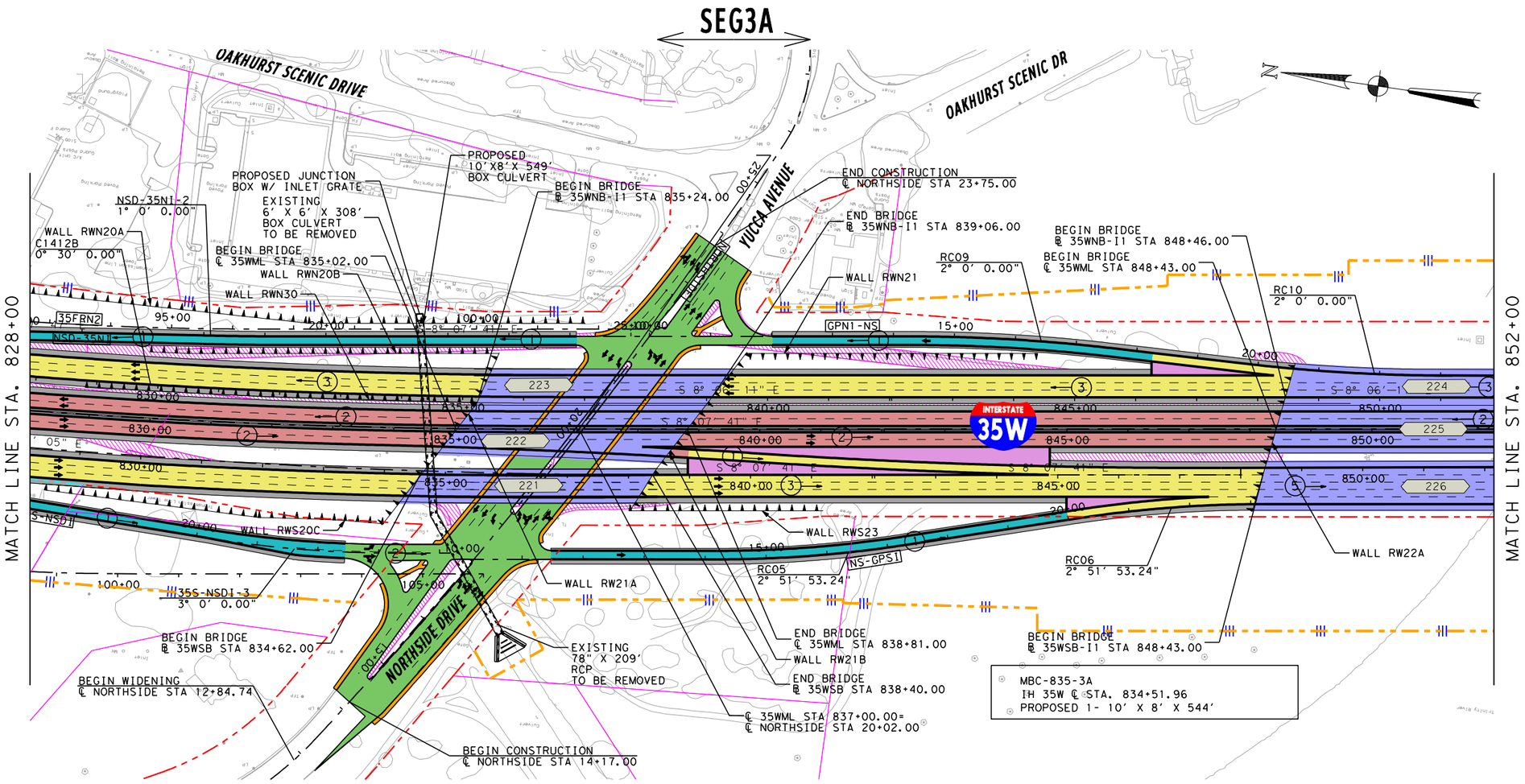

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
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- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
- ADDITIONAL ROW REQUIRED
- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN & PROFILE

HORZ.: 1" = 200'

SHEET 8 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		9

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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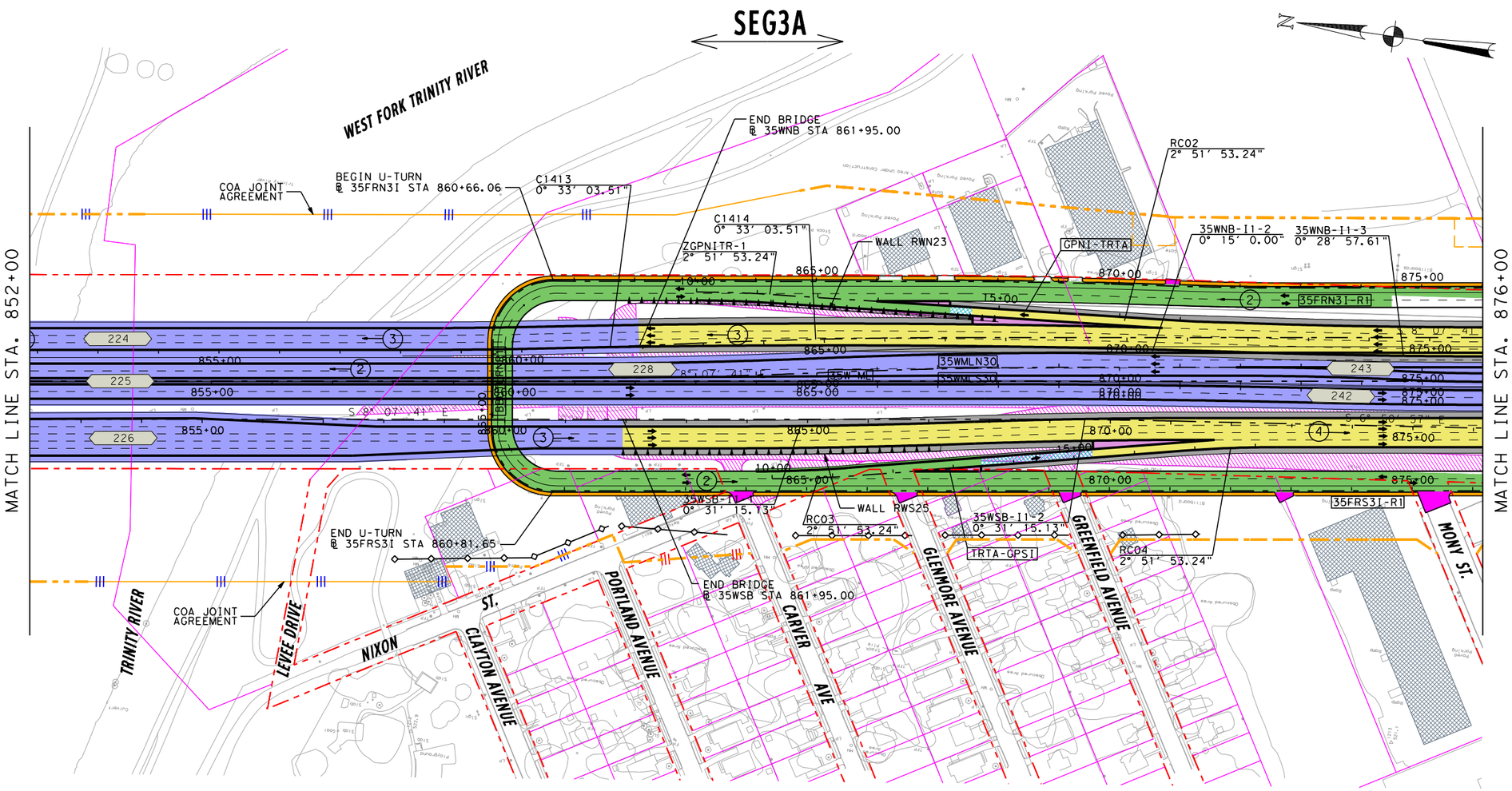

NOTE: DISTANCE BETWEEN RAMPS TRTA-GPSI & GPSI-121 IS LESS THAN 1500'. DESIGN OF THE INTERIM RAMPS IS ALLOWED AS PER RFI 31. DISTANCE BETWEEN RAMPS BELK-GPNI & GPNI-TRTA IS LESS THAN 1500'. DESIGN OF THE INTERIM RAMPS IS ALLOWED AS PER RFI 31.

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
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- RAMP TOLL GANTRY
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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200' SHEET 9 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		10

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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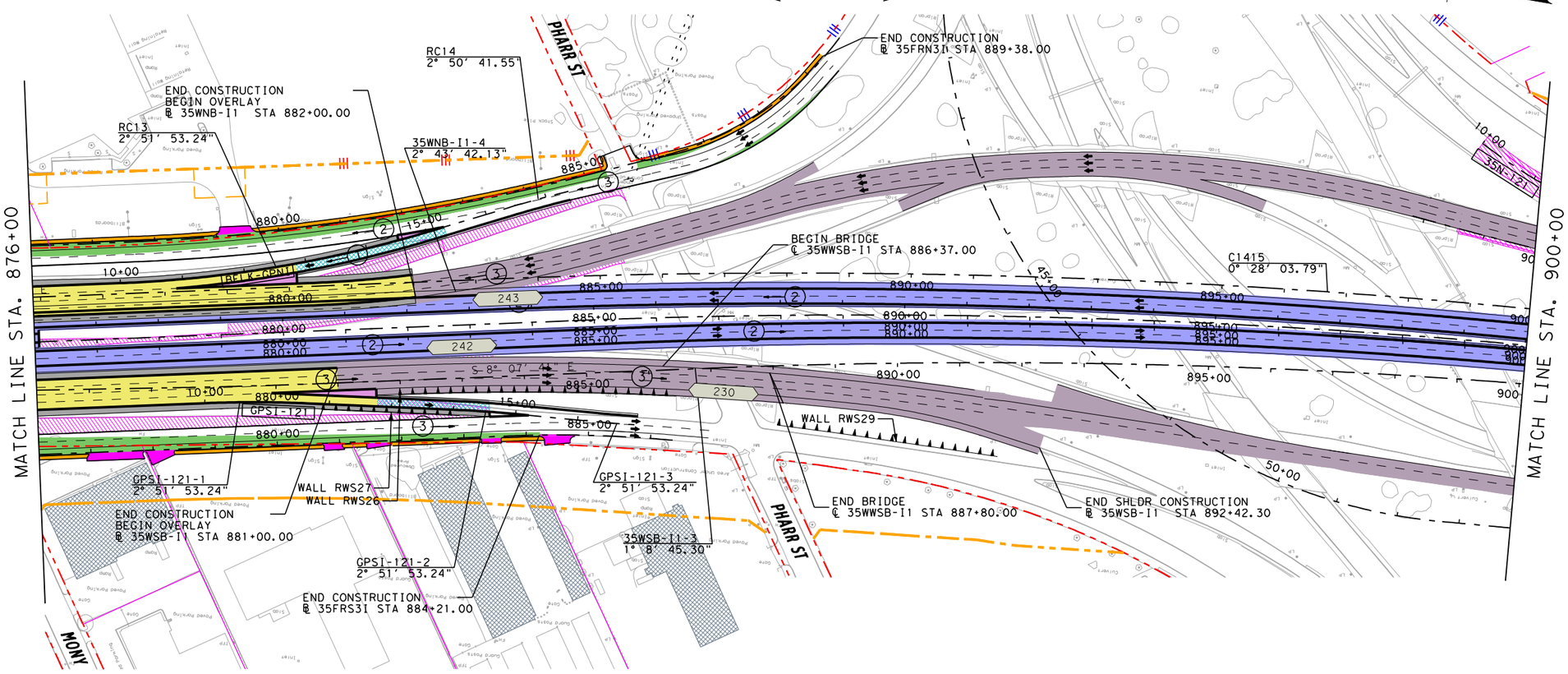

NOTE: DISTANCE BETWEEN RAMPS TRTA-GPSI & GPSI-121 IS LESS THAN 1500'. DESIGN OF THE INTERIM RAMPS IS ALLOWED AS PER RFI 31. DISTANCE BETWEEN RAMPS BELK-GPNI & GPNI-TRTA IS LESS THAN 1500'. DESIGN OF THE INTERIM RAMPS IS ALLOWED AS PER RFI 31.

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
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- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W
PLAN

HORZ.: 1" = 200' SHEET 10 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			11
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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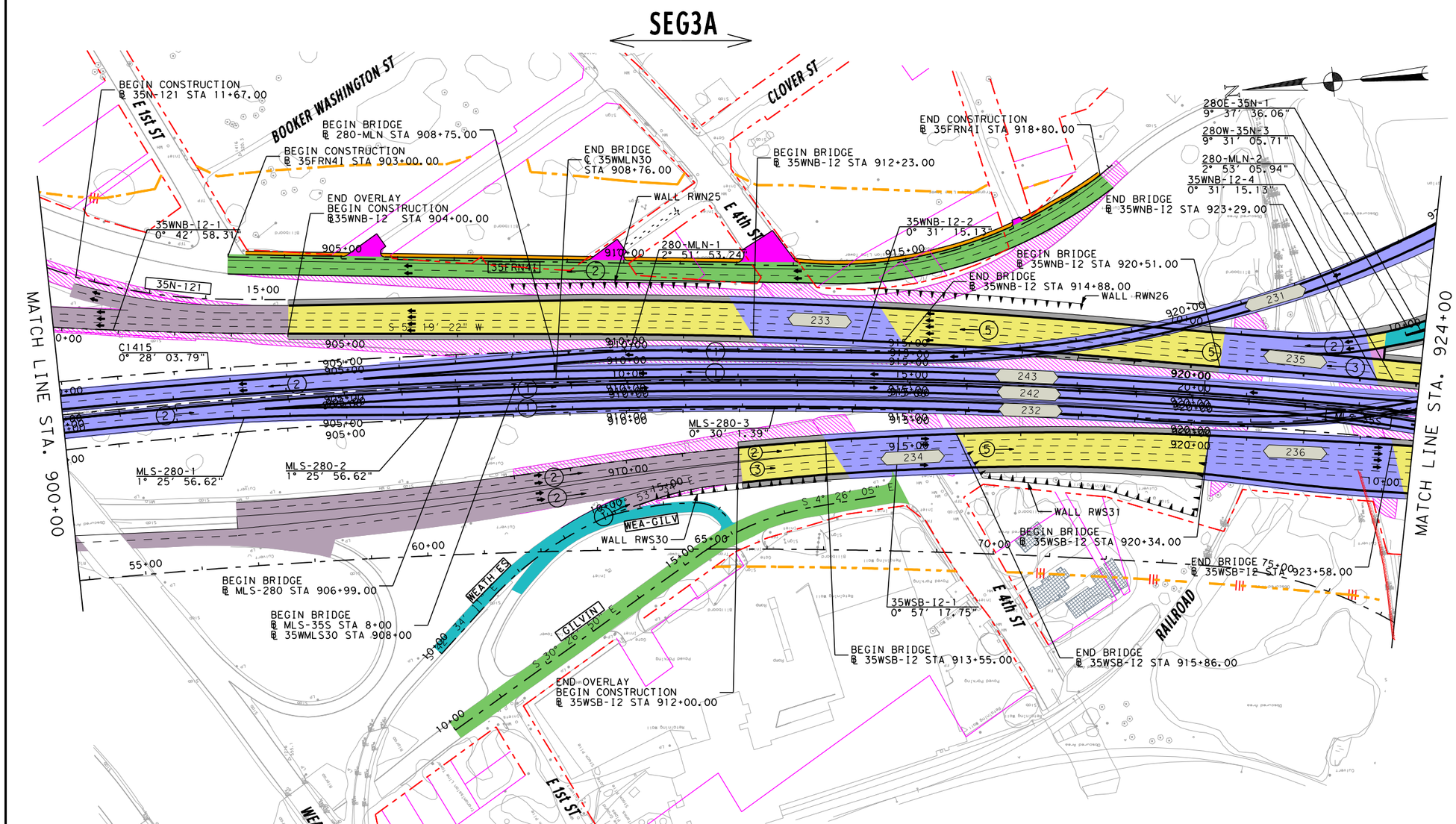

NOTE: DESIGN OF THE INTERIM IH35W GPL SOUTH OF ℄ STATION 898+50 SHALL MEET 55 MPH AS PER RFI 30.

NOTE: ALIGNMENT MLS-280 SHALL BE CLASSIFIED AS CONNECTOR/RAMP. ALIGNMENT 280-MLNI SHALL BE CLASSIFIED AS CONNECTOR/RAMP.

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
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- PROPOSED SHOULDERS
- PROPOSED GORE
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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200' SHEET 11 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			12
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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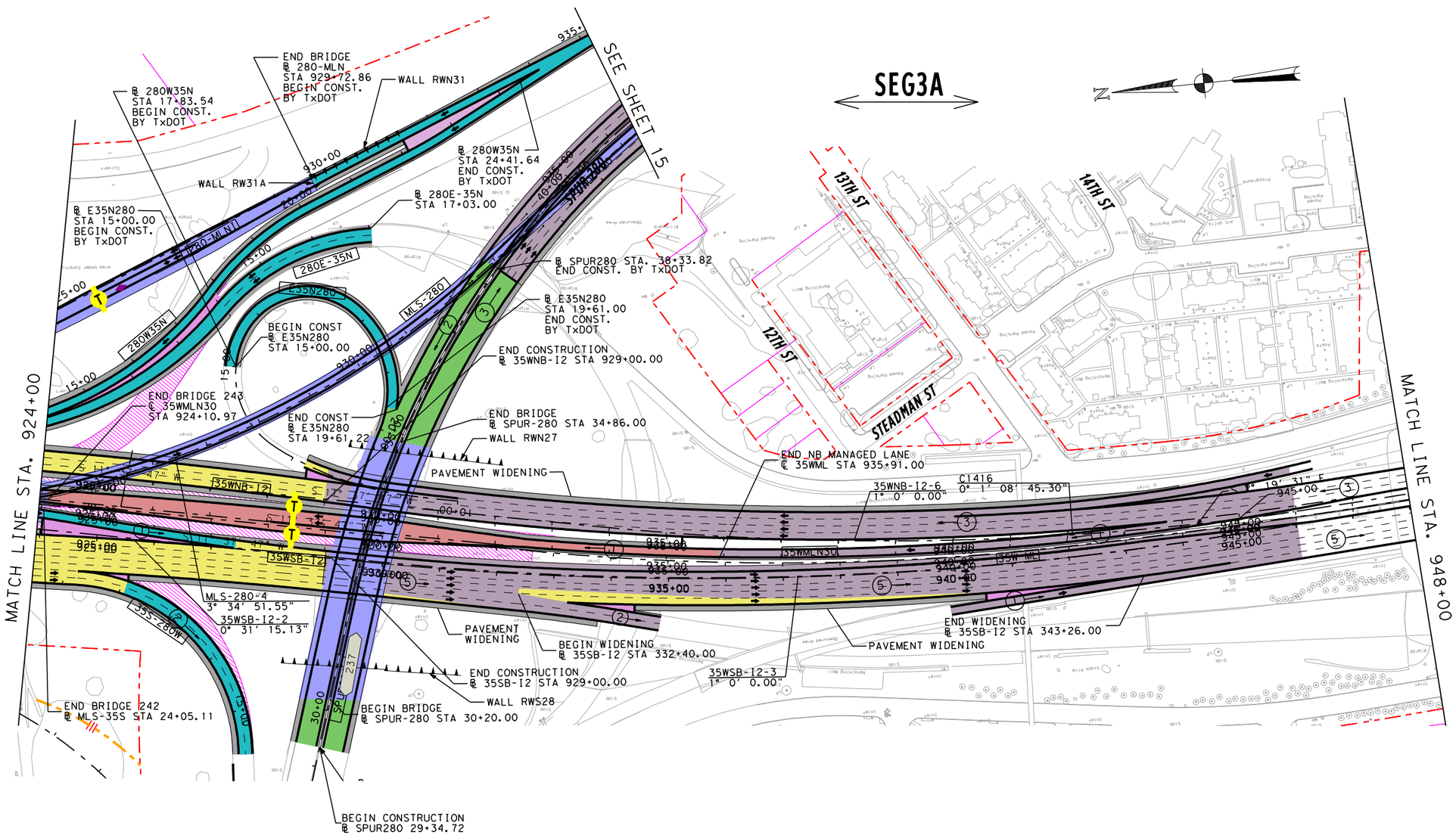

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W
PLAN & PROFILE

HORZ.: 1" = 200' SHEET 12 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			13
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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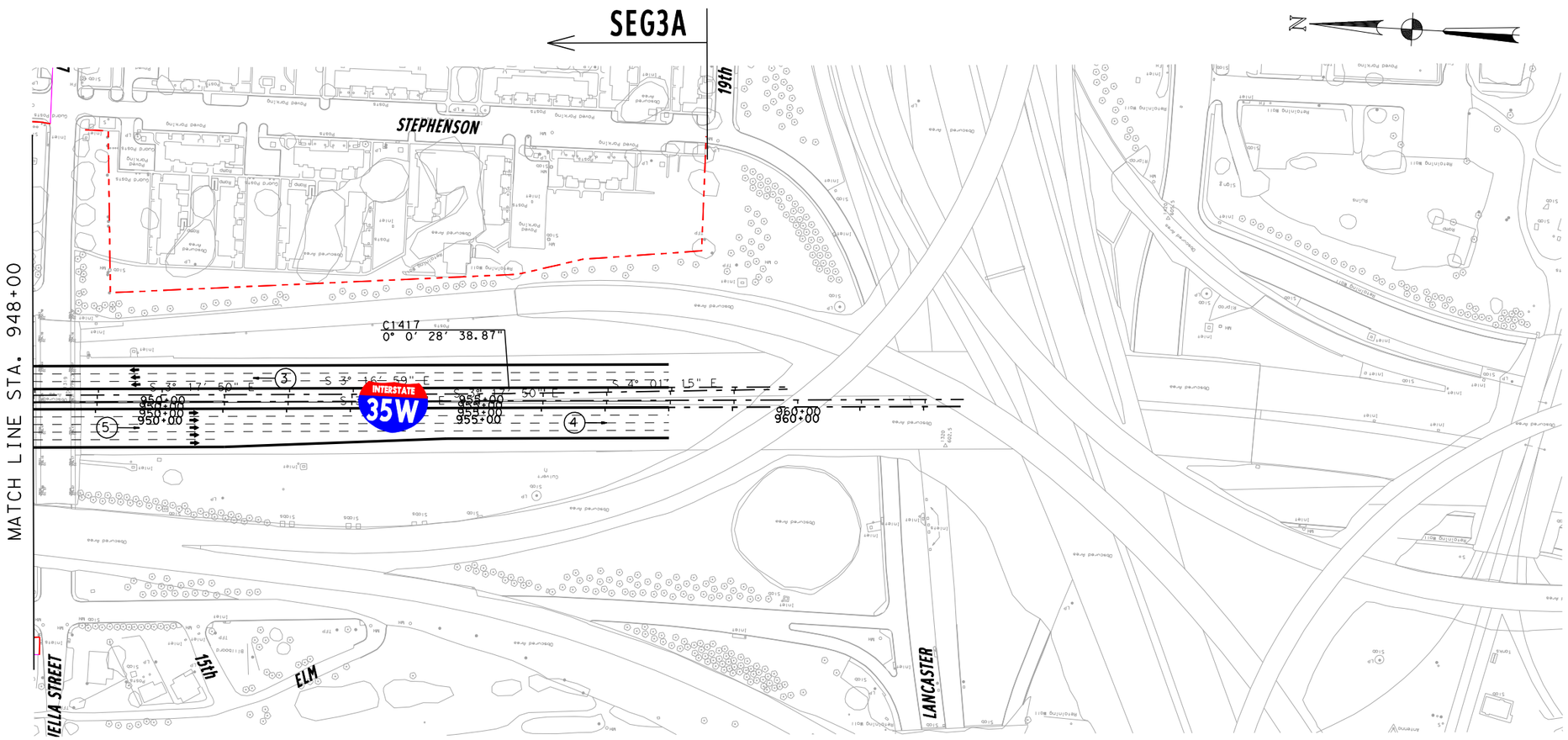

LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
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- EXISTING CONTROL-OF-ACCESS
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- PROPOSED RIGHT-OF-WAY
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NORTH TARRANT EXPRESS - SEGMENT 3A

IH 35W PLAN

HORZ.: 1" = 200' SHEET 13 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
		14

STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

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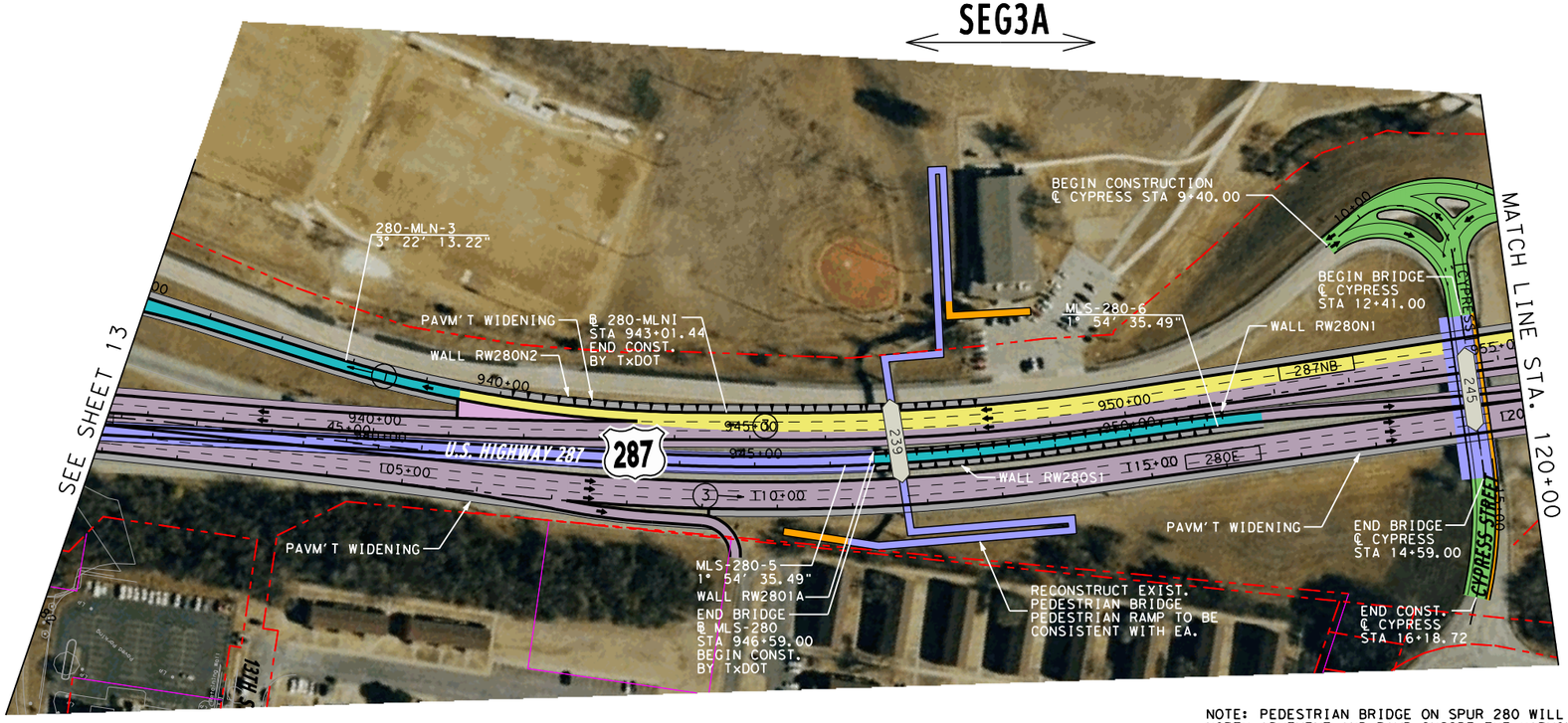
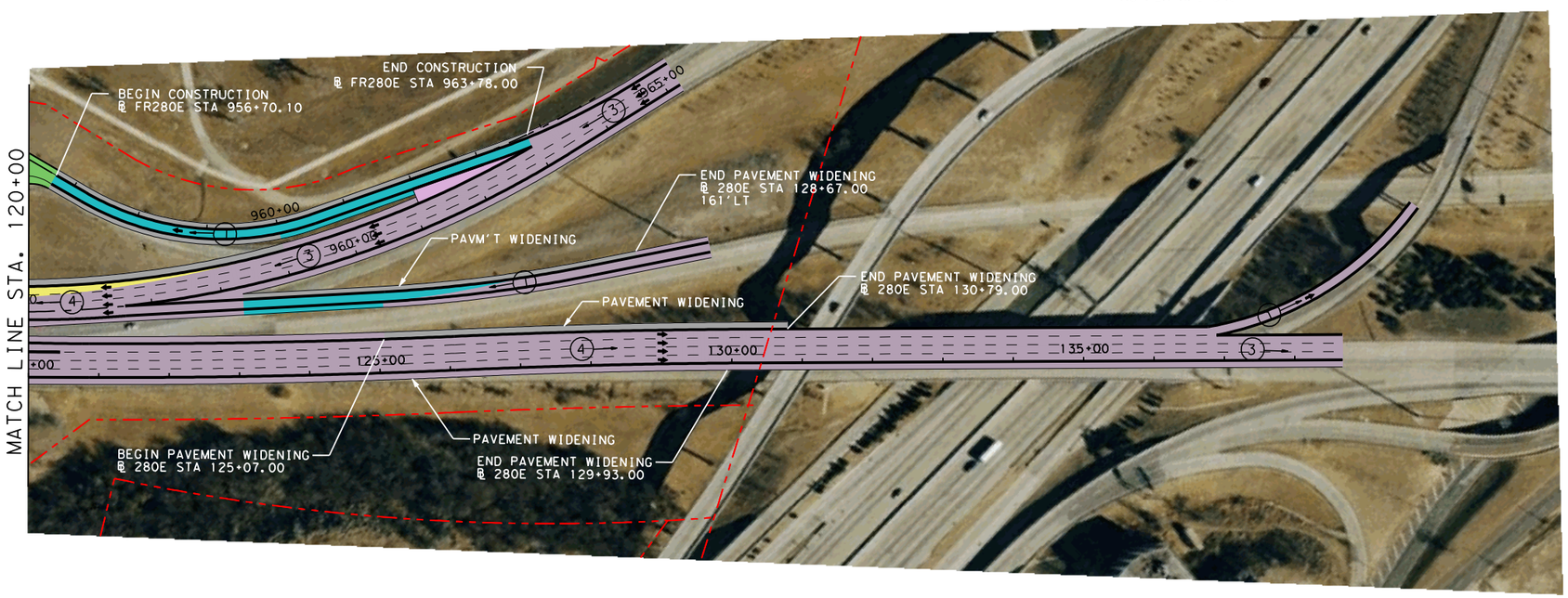
REV	DATE	BY	DESCRIPTION

SEG3A



NOTE: PEDESTRIAN BRIDGE ON SPUR 280 WILL HAVE THE NORTH ABUTMENT AND RAMP INSIDE THE HARMOND PARK PROPERTY. SEGMENT 3A PROPOSAL IS BASED ON THE ASSUMPTION THAT THE DEVELOPER WILL BE ALLOWED TO PLACE THE ABOVE STRUCTURAL CONPONENTS INSIDE THE HARMOND PARK PROPERTY AS THE CURRENT PEDESTRIAN BRIDGE DOES.

CURVE CYPRESS-1 SHALL MEET A DESIGN SPEED OF 15 MPH AS PER RFI 34.



LEGEND

- PROPOSED MAINLANES
- PROPOSED MANAGED LANES
- PROPOSED FRONTAGE ROADS /SURFACE STREET
- PROPOSED DIRECT CONNECTOR /PROPOSED RAMP
- PROPOSED SHOULDERS
- PROPOSED GORE
- PROPOSED SIDE STREET
- TEMPORARY RAMP
- POTENTIAL DISPLACEMENTS
- EXISTING PAVEMENT REMOVAL
- PREVIOUS CONSTRUCTION BY OTHERS
- PROPOSED RETAINING WALL
- PROPOSED NOISE WALL
- PROPOSED CONTROL-OF-ACCESS
- EXISTING CONTROL-OF-ACCESS
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- PROPOSED DRAINAGE EASEMENT
- ADDITIONAL ROW REQUIRED
- STRUCTURE LIMITS AND BENTS / COLUMNS PROPOSED STRUCTURE
- SIDEWALK
- (3)→ NUMBER OF TRAFFIC LANES
- TRAFFIC DIRECTION
- MANAGED LANE TOLL GANTRY
- RAMP TOLL GANTRY
- HOV DECLARATION AREA
- 170W35S ALIGNMENT NAME
- BRIDGE IDENTIFIER
- OVERLAY

PRELIMINARY

north tarrant express

AECOM

AECOM Technical Services Inc. - 3580

THIS DOCUMENT IS RELEASED UNDER THE AUTHORITY OF:
Fernando Gaytán, P.E.
TEXAS REGISTRATION NO: 92244
DATE: 9/21/2012
NOT TO BE USED FOR CONSTRUCTION, OR PERMIT PURPOSES.

NORTH TARRANT EXPRESS - SEGMENT 3A

SPUR 280/US 287 PLAN

HORZ.: 1" = 200' SHEET 14 OF 14

FED. RD. DIV. NO.	PROJECT NUMBER		SHEET NO.
			15
STATE	DISTRICT	COUNTY	
TEXAS		TARRANT	
CONT	SECT	JOB	HIGHWAY NO
			IH 35W

L:\work\Trans\12671 NTE\CADD (Segment 3A and 3B)\Seg3A\Sheets Interim\SEG 3A1 - PLAN VIEW ONLY SHEETS FOR 09.12.12 SUBMITTAL\SEG3A1*SCHEM*PLAN*14.dgn

9/21/2012 11:11:52 AM

EXHIBIT 3

FORM OF LEASE
AND AMENDMENT TO LEASE

FACILITY LEASE

NORTH TARRANT EXPRESS – SEGMENTS 3A AND 3B FACILITY

by and between

TEXAS DEPARTMENT OF TRANSPORTATION

("TxDOT")

and

NTE Mobility Partners Segments 3 LLC

a Delaware limited liability company ("Developer")

Dated _____, 20__

FACILITY LEASE

NORTH TARRANT EXPRESS – SEGMENTS 3A AND 3B FACILITY

This lease (the "Lease") is made and entered into as of _____, 20__, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Texas ("TxDOT"), and **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability Company ("Developer").

RECITALS

A. TxDOT and Developer have entered into that Facility Agreement (North Tarrant Express Segments 3A & 3B Facility) dated as of _____, 20__ (the "Agreement"). In the Agreement, to which a form of this lease constitutes Exhibit 3, TxDOT confers upon Developer certain rights to finance, develop, design, acquire, construct, use, toll, operate and maintain the Facility described therein.

B. Pursuant to the Agreement, Developer has the obligation to operate and maintain the General Purpose Lanes and all other Elements of the Segment 3A Facility Segment other than the Managed Lanes, and has the obligation to design, construct , operate and maintain the Managed Lanes of the Segment 3A Facility Segment, all on the Facility Right of Way described below.

C. TxDOT intends to lease the Segment 3A Facility Segment and the related Facility Right of Way, subject to restrictions in Section 1.2, to Developer, and Developer desires to lease the Segment 3A Facility Segment and the related Facility Right of Way from TxDOT, on the terms and conditions provided herein.

D. Pursuant to the Agreement, TxDOT is obligated to construct the Segment 3B Facility Segment, and Developer is obligated to operate and maintain it after TxDOT Substantial Completion. TxDOT and Developer intend to amend this Lease to add the Segment 3B Facility Segment and the related Facility Right of Way to this Lease upon the Operating Commencement Date for the Segment 3B Facility Segment.

E. This Lease, together with all exhibits hereto, as originally executed or as it may from time to time be supplemented, modified or amended, is hereinafter referred to as the "Lease".

ARTICLE I

LEASE, PREMISES, TITLE AND TERM

Section 1.1 Lease of Premises. TxDOT hereby leases, lets, demises and rents to Developer, and Developer hereby leases and rents from TxDOT, all the real property owned by the State described in Exhibit A attached hereto, together with all the improvements now or hereafter located thereon owned by TxDOT, including the portion of the Facility thereon, subject to the exclusions and reservations set forth in Section 1.2 (the "Premises"), in accordance with the terms described herein.

Section 1.2 Exclusions and Reservations.

(a) The Premises, and Developer's leasehold estate hereunder, specifically exclude any and all Airspace. There are hereby reserved to TxDOT all rights to own, lease, sell, assign, transfer, utilize, develop or exploit the Airspace for purposes of pursuing Business Opportunities to the extent permitted under, and subject to the terms of, Section 11.2 of the Agreement; and Developer shall not engage in any activity respecting or infringing upon the Airspace. TxDOT hereby reserves a non-exclusive easement over the Premises for access to and from the Airspace for development, maintenance, repair, replacement, operation, use and enjoyment of the Airspace for such purpose. ("Airspace" shall have the meaning provided in the Agreement.)

(b) TxDOT reserves the right to enter upon, possess, control and utilize the Premises with or without payment of compensation to Developer to the extent and only to the extent specifically permitted in the FA Documents.

(c) TxDOT reserves the right to grant to other parties utility and other permits and easements and modifications thereto and rights of use to the extent and only to the extent provided in Sections 7.5.8, 8.1.5 and 8.1.6 of the Agreement.

Section 1.3. Title. Fee title to the Premises is and at all times shall remain vested in TxDOT, subject to Developer's leasehold estate under this Lease.

Section 1.4. Term.

(a) The term of this Lease shall commence upon the Operating Commencement Date and shall continue until June 22, 2061.

(b) The term of this Lease is subject to earlier termination in accordance with the Agreement. Termination of the Agreement in accordance with its terms shall automatically result in termination of this Lease, as provided in Section 19.6 of the Agreement.

(c) The term of this Lease may be extended only as provided in the Agreement.

(d) Developer agrees and acknowledges that neither the signing of this Lease nor its expiration or earlier termination for any reason shall entitle Developer to assistance under Texas Property Code, Section 21.046, Texas Administrative Code, Section 43, Chapter 21, subchapter G, Texas Transportation Commission Minute Orders 65168 and 78183, and any amendments thereto, or under the Uniform Relocation and Assistance and Real Property Acquisition Policies Act, as amended, 42 U.S.C. Sections 4651 et seq. and any amendments thereto.

ARTICLE II

RENT, TAXES, OTHER CHARGES

Section 2.1. Rent. As rent for the Premises, Developer shall pay to TxDOT the Revenue Payment Amount, as set forth in Section 5.1 of the Agreement and Part A of Exhibit 7 to the Agreement. Developer's payment obligations are subject to the terms of the Agreement.

Section 2.2. Taxes. TxDOT shall have no liability with respect to any real property or possessory interest tax imposed on Developer's interest in the Premises or any part thereof by

any Governmental Entity, except to the extent specifically provided otherwise in the Agreement or resulting from TxDOT's exercise of its rights with respect to Business Opportunities.

Section 2.3. Other Charges. TxDOT shall have no liability with respect to any water, electric, gas, and other lighting, heating, power and utility charges accruing or payable in connection with Developer's use of the Premises during the term of this Lease, other than as paid in connection with a Compensation Event under the Agreement.

ARTICLE III

USE

Section 3.1. Use. During the term of this Lease, Developer shall use the Premises only for the purposes of performing the Work, holding the Facility open for public use as a highway project, and tolling the Facility in accordance with the Agreement. Developer's right to perform the Work, hold the Facility open for public use and toll the Facility during the term of this Lease is hereby specifically permitted, authorized and granted by TxDOT. Such use shall be in accordance with and subject to the terms, provisions, conditions and limitations set forth in the FA Documents.

Section 3.2. Mechanic's Liens.

(a) Developer acknowledges and agrees that neither TxDOT nor TxDOT's right, title and interest in and to the Facility and Facility Right of Way may or shall be subject to claims or liens for labor or materials in any way arising out of or relative to Developer's activities, including Design Work and Construction Work.

(b) In the event any lien for labor or materials is recorded upon TxDOT's interest in the Premises, Developer shall, within 60 days after obtaining knowledge thereof:

(i) Record a valid release of lien;

(ii) Procure and record a bond in such form and amount and issued by such surety as is required by applicable Laws to release TxDOT's interest in the Premises from the lien and from any action brought to foreclose the lien; or

(iii) Deposit with a third party escrow agent reasonably acceptable to TxDOT sufficient cash to cover the amount of the subject lien claim, including interest and costs; under irrevocable, binding authorization and instructions for the escrow agent to pay out of such deposit to any subsequent judgment holder the amount of any judgment arising from litigation with regard to the subject lien. The giving of any contrary instructions by Developer shall be strictly prohibited and constitute a default by Developer hereunder.

ARTICLE IV

ASSIGNMENT, SUBLETTING AND CHANGE OF CONTROL

Section 4.1. Assignment by Developer.

(a) Developer shall not voluntarily or involuntarily sell, assign, convey, transfer, pledge, mortgage or otherwise encumber its interests in this Lease or the Premises except to the extent specifically permitted under Article 21 of the Agreement.

(b) Developer shall not sublease or grant any other special occupancy or use of the Premises to any other Person except to the extent specifically permitted under Article 21 of the Agreement.

(c) Developer shall not voluntarily or involuntarily cause, permit or suffer any Change of Control except to the extent specifically permitted under Article 21 of the Agreement.

Section 4.2. Assignment by TxDOT. TxDOT may transfer and assign its rights, title and interests in the Agreement, this Lease and other FA Documents as provided in Section 21.4 of the Agreement.

Section 4.3. Notice and Assumption. Assignments and transfers permitted under Section 4.1 shall be effective only upon TxDOT's receipt of written notice of the assignment or transfer and a written recordable assumption by the transferee (except as otherwise provided in Section 21 of the Agreement) in form and substance set forth in Section 21.5 of the Agreement.

ARTICLE V

ENCUMBRANCE AND LENDER RIGHTS

Section 5.1. Funding Agreements and Security Documents. The rights of Developer to mortgage, pledge, hypothecate, deed in trust or assign to any Lender Developer's interest in the leasehold estate created by this Lease, are set forth in, and subject to the terms and conditions of Article 4 of the Agreement.

Section 5.2. Lenders' Rights. Any Lender that holds a Funding Agreement and Security Document and satisfies the conditions and limitations set forth in Section 20.1 of the Agreement shall have and retain the rights specified in Article 20 of the Agreement, which rights, including Lender third party beneficiary rights, are, without duplication, applicable to this Lease.

ARTICLE VI

QUIET ENJOYMENT

Section 6.1. Quiet Enjoyment. Except as expressly provided otherwise by, and subject to all the terms and conditions of, this Lease and the other FA Documents, TxDOT covenants that (a) Developer may quietly and peaceably hold, occupy, use and enjoy the Premises for the Term without ejection or interference by TxDOT or any Person claiming by, through or under TxDOT, and (b) TxDOT will protect and defend Developer's right to possession, control and operation of the Premises as provided in this Lease and FA Documents

against the claims of any Person claiming by, through or under TxDOT.

Section 6.2. Right of Entry. Developer shall permit TxDOT, the Independent Engineer and their respective authorized agents, employees, representatives, contractors and subcontractors to enter upon the Premises for any purpose relating to TxDOT's or the Independent Engineer's rights or obligations under the FA Documents or Independent Engineer Joint Work Authorization or under any other circumstances specified in this Lease and/or the other FA Documents, including but not limited to the following:

(a) Entry upon the Premises to monitor, inspect and audit the same and Developer's activities as provided in the FA Documents; and

(b) TxDOT's right to enter upon the Premises in the exercise of any of its remedies under Section 17.3 of the Agreement or upon effective termination of the Agreement.

No such exercise of the right of entry or loss of use of the Premises by reason thereof shall be compensable, except to the extent of any Compensation Amount or Termination Compensation that may be owing pursuant to the Agreement.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The events constituting a default of Developer under this Lease shall consist of:

(a) Failure by Developer to timely pay to TxDOT monies due and payable to TxDOT hereunder;

(b) Failure by Developer to observe and perform any covenant, term or condition required to be observed or performed by Developer under this Lease; and

(c) Each and every other Developer Default set forth in Section 17.1.1 of the Agreement.

For each of the above events constituting a default of Developer under this Lease, Developer shall be entitled to notice of default and opportunity thereafter to cure to the extent provided in the Agreement.

Section 7.2. Remedies of TxDOT. TxDOT's rights and remedies with respect to any default by Developer under this Lease shall be exclusively governed by the Agreement. In no event shall TxDOT have the right to terminate this Lease prior to termination of the Agreement in accordance with its terms.

Section 7.3. No Double Recovery. The double counting of a remedy because a default is simultaneously a default under this Lease and the Agreement is contrary to the intent of the Parties.

ARTICLE VIII

SURRENDER ON TERMINATION

On the Termination Date, this Lease shall terminate and Developer shall surrender possession and control of the Premises to TxDOT in accordance with all provisions of the FA Documents, including but not limited to Sections 8.10 and 8.11 and Article 19 of the Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Relationship of Parties. The relationship of Developer to TxDOT under this Lease shall be one of lessee to lessor, and not of agent, partner, joint venturer or employee; and TxDOT shall have no rights to direct or control the activities of Developer or any Developer-Related Entity. Officials, employees and agents of TxDOT, including its Authorized Representative, shall in no event be considered employees, agents, partners or representatives of Developer or any Lender.

Section 9.2. Waiver. All the provisions respecting waiver of rights, obligations and remedies set forth in Section 24.4 of the Agreement are hereby incorporated herein by reference and made a part hereof.

Section 9.3. Third Parties. Nothing in the provisions of this Lease is intended to create duties or obligations to or rights in third parties not a party to this Lease, except for Lenders to the extent provided herein and in the Agreement, or to affect the legal liability of either Party by imposing any standard of care respecting duties and obligation different from the standard of care imposed by Law.

Section 9.4. Notices. All notices, authorizations and other communications required under this Lease between TxDOT and Developer shall be given as provided in Section 24.12 of the Agreement.

Section 9.5. Agreement Controls. The provisions of the Agreement shall apply to this Lease in the same manner as to the Agreement and are incorporated herein by reference. All capitalized terms used but not defined herein shall have the respective meanings given them in the Agreement.

Section 9.6. Successors and Assigns. This Lease shall be binding upon and shall inure to the benefit of TxDOT and Developer and their permitted successors, assigns and legal representatives.

Section 9.7. No Brokers. Each Party represents and warrants that it has not dealt with any real estate broker or agent or any finder in connection with this Lease.

Section 9.8. Disputes and Governing Law and Venue. All Claims and Disputes arising under this Lease shall be resolved according to Sections 17.7 and 17.8 of the Agreement. This Lease shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts executed and to be performed within such State.

Section 9.9 Counterparts. This instrument may be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 9.10. Severability. If any term or provision of this Lease, the deletion of which would not adversely affect the receipt of any material benefit by either Party hereunder, shall be held to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each other term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law. The Parties intend and agree that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, the dispute resolution body shall supply as a part of this Lease an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease in two original counterparts on the date first written above.

TxDOT **TEXAS DEPARTMENT OF TRANSPORTATION**

By: _____
Name: Phil Wilson
Title: Executive Director

DEVELOPER **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability company

By:_____
Name: Nicolas Rubio
Title: Authorized Representative

By:_____
Name: Sven Kottwitz
Title: Authorized Representative

Exhibit A – List of Segment 3A Facility Parcels

AMENDMENT TO FACILITY LEASE

NORTH TARRANT EXPRESS - FACILITY

This Amendment to Lease (the "Amendment") is made as of _____, 20__, by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Texas ("TxDOT") and **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability company ("Developer").

RECITALS

A. TxDOT and Developer executed a Facility Lease dated _____, 20__ (the "Lease"), covering certain premises that are a part of the North Tarrant Express Facility and the Facility Right of Way, and described in Article I of the Lease (the "Premises").

B. TxDOT and Developer desire to amend the Lease as set forth herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT and Developer hereby amend the Lease as set forth below:

AGREEMENT

Section 1. Definitions. Capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Lease.

Section 2. Amendment of Premises. There is hereby added to the Premises under the Lease all the real property owned by the State described in Exhibit A attached hereto, together with all the improvements now or hereafter located thereon owned by TxDOT, including the portion of the Facility thereon, subject to the exclusions and reservations set forth in Section 1.2 of the Lease (the "Added Premises"). TxDOT hereby leases, lets, demises and rents to Developer, and Developer hereby leases and rents from TxDOT, the Added Premises, on and subject to all the terms and conditions set forth in the Lease. Wherever the term "Premises" is used in the Lease, it is hereby deemed to include and refer to the Added Premises.

Section 3. No Further Amendments. Except as expressly modified by this Amendment, all provisions of the Lease, as the same may have been amended prior to this Amendment, are hereby ratified and confirmed and shall remain in full force and effect.

Section 4. Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Lease in two original counterparts on the date first written above.

[Signature Page Immediately Follows]

TxDOT **TEXAS DEPARTMENT OF TRANSPORTATION**

By:_____
Name: _____
Title: Executive Director

DEVELOPER **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability company

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this ____ day of _____, 20__ by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Texas ("TxDOT") and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("Developer").

Witnesseth:

1. TxDOT and Developer have this day entered into a Lease (the "Lease") and on March 1, 2013 TxDOT and Developer entered into a related Facility Agreement, North Tarrant Express Segments 3A & 3B Facility (the "Agreement") under which Developer has agreed to, and does hereby, lease from TxDOT, and TxDOT has agreed to, and does hereby, lease to Developer, on the terms and conditions set forth in the Lease and Agreement, the premises in the County of Tarrant in the State of Texas legally described in Exhibit A attached hereto and made a part hereof, all for the purpose of financing, developing, constructing, operating and maintaining the Facility on the Facility Right of Way as described and defined in the Lease and Agreement. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

2. The Lease sets forth the names and addresses of the parties thereto.

3. The term of the Lease for the property described in Exhibit A attached hereto commences upon the Operating Commencement Date and shall continue until the date that is June 22, 2061.

4. The term of the Lease is subject to earlier termination in accordance with the Agreement. Termination of the Agreement in accordance with its terms shall automatically result in termination of the Lease, as provided in Section 19.6 of the Agreement. The term of this Lease may be extended only as provided in the Agreement.

5. In the event of any conflict between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Memorandum of Lease on the date first written above, for the purpose of providing an instrument for recording.

TxDOT **TEXAS DEPARTMENT OF TRANSPORTATION**

By:_____
Name: Phil Wilson
Title: Executive Director

DEVELOPER

NTE Mobility Partners Segments 3 LLC,
a Delaware limited liability company

By:_____
Name: Nicolas Rubio
Title: Authorized Representative

By:_____
Name: Sven Kottwitz
Title: Authorized Representative

After recording return document to:

Thomas O. Moore, III
Bracewell & Giuliani LLP
711 Louisiana Street, Suite 2300
Houston, Texas

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal)

_____
Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal)

_____
Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal)

_____
Notary Public's Signature

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE is made this ____ day of _____, 20__ by and between the **TEXAS DEPARTMENT OF TRANSPORTATION**, a public agency of the State of Texas ("TxDOT") and **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability company ("Developer").

Witnesseth:

1. TxDOT and Developer entered into a Memorandum of Lease dated _____, 20___ and recorded on _____, 20___ in the official public records of the County of Tarrant in the State of Texas as Instrument No. _____ (as the same may have been previously amended of record, the "Memorandum of Lease").

2. The premises subject to the Lease are hereby amended by adding the real property described in Exhibit A attached hereto.

3. Except as expressly amended hereby, the Memorandum of Lease remains unchanged and in full force and effect.

4. In the event of any conflict between the terms of this Amendment to Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Amendment to Memorandum of Lease on the date first written above, for the purpose of providing an instrument for recording.

TxDOT **TEXAS DEPARTMENT OF TRANSPORTATION**

By:_____
Name: _____
Title: Executive Director

DEVELOPER **NTE Mobility Partners Segments 3 LLC,**
a Delaware limited liability company

By:_____
Name: _____
Title: _____

By:_____
Name: _____
Title: _____

After recording return document to:

Thomas O. Moore, III
Bracewell & Giuliani LLP
711 Louisiana Street, Suite 2300
Houston, Texas

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal) _____
Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____ (insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal) _____
Notary Public's Signature

STATE OF TEXAS)
) ss.
COUNTY OF _____)

Before me, _____(insert the name and character of the officer), on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20___.

(Personalized Seal)

_____
Notary Public's Signature

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 Occupancy Vehicle 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, as defined in Table B-1. Notwithstanding anything to the contrary herein, each Toll Segment shall be deemed to consist of only those portions of the Facility within the Toll Segment that have achieved Service Commencement.

Table B-1

Toll Segment	Description	Point (STA)	Point (STA)	Length (mi.)
3A	IH-35W South	942+00	615+00	6.2
3B	IH-35W North	615+00	1405+00	4.0

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 Service Commencement Date for a Facility Segment, Developer shall operate the Managed Lanes in each Toll Segment in Schedule Mode. After the initial 180 days after the Service Commencement Date for a Facility Segment, 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 (as defined in Section D.1) (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 (as defined in Section F.2); (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 (defined in Section F.1).

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 Service Commencement Date for a Facility Segment, Developer shall prepare and submit to TxDOT for review and comment a schedule showing the Base Toll (as defined in Section F.3) 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 Service Commencement Date for a Facility Segment, 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 Facility 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 Sections F.1 and 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 Rate 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 3.2 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 Service Commencement Date for a Facility Segment, the toll rate may not exceed the $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 Service Commencement Date for a Facility Segment, 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 (as defined in Section G.1) 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 (as defined in clause (iv) below) 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/ph 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, in each case measured along the centerline of the Facility to the nearest 0.1 mile.

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, 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 FA 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 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 21.3.1.4 of the Technical Provisions.

2. Commencing 181 days after the Service Commencement Date for a Facility Segment, 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 of Toll Segments 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 reviewed for compliance with the FA 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 Service Commencement Date for a Facility Segment 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 FA 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 Transportation Code, Section 541.201. 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 Facility outside the limits of responsibility of the Developer. 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 3.4 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 18 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 a change in 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 3.4.3 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 Facility 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 Facility website and in a newspaper of broad, general circulation in the Facility area announcing to the public that transponders issued by the Transponder Issuer will cease to be recognized on the Facility 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 Transportation Code, Section 228.055. 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 Service Commencement Date for a Facility Segment 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.

Peak Periods – 6:30 a.m. to 9:00 a.m. and 3:00 p.m. to 6:30 p.m. on Business Days or any other six-hour or four-hour period as designated by TxDOT in TxDOT's sole discretion.

Schedule Mode – A pricing methodology commencing on the Service Commencement Date for a Facility Segment 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.

EXHIBIT 5

FACILITY PLAN OF FINANCE

[To Be Provided]

EXHIBIT 5

INITIAL FACILITY PLAN OF FINANCE

INITIAL PLAN OF FINANCE DISCLAIMER: Reference is hereby made to (a) Section 4.1.4.5 of the Agreement pursuant to which Developer and TxDOT will establish an alternative Facility Plan of Finance within the time periods set forth therein and subject to the terms and conditions thereof and as elsewhere set forth in the Agreement or otherwise terminate the Agreement and (b) to Section 4.1.4.5(g)(i) of the Agreement pursuant to which the alternative Plan of Finance may be updated on the Recalibration Date. The below initial Facility Plan of Finance shall only govern until the earlier of (i) the termination of the Agreement pursuant to the terms and conditions thereof or (ii) the establishment of such alternative Facility Plan of Finance. Each of the Parties hereby acknowledges and agrees that, as set forth in and in accordance with the terms and conditions of the Agreement, in establishing the alternative Facility Plan of Finance and incorporating any updates thereto on the Recalibration Date, Developer shall be entitled to amend, modify, supplement or otherwise change all or any aspect of the initial Facility Plan of Finance set forth below and that in no circumstance shall the below initial Facility Plan of Finance be binding on or otherwise be deemed to limit the rights of Developer as set forth in the Agreement with respect to the establishment of such alternative Facility Plan of Finance (as well as any updates thereto on the Recalibration Date). For the avoidance of any doubt, defined terms used within this initial Facility Plan of Finance shall be interpreted within the context used herein and may not necessarily conform to the definitions applicable to such terms when used elsewhere in the CDA Documents. Upon the establishment of the alternative Facility Plan of Finance in accordance with the Agreement, such Facility Plan of Finance, together with any updates thereto on the Recalibration Date, shall be substituted for the below document and this "Disclaimer" shall be deleted from this Exhibit 5; provided, that an alternative disclaimer may be included as mutually agreed upon between the Parties.

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THE INITIAL PLAN OF FINANCE

Overview

In formulating this initial Facility Plan of Finance, the Sponsors have used reasonable efforts to assess the financial solutions available in the current market that they believe are applicable to the Project. The resulting initial Facility Plan of Finance, as described in more detail below, includes a combination of funding sources which the Sponsors believe optimize the cost of capital for the Project and thereby maximize the value offered to the Texas Department of Transportation . As detailed hereafter, this initial Facility Plan of Finance includes the use of available long term instruments such as a TIFIA loan from the United States Department of Transportation and Private Activity Bonds that provide long term, balanced financing solutions when used in conjunction with private equity and public funds.

The Table FP-1 below sets outs the anticipated sources and uses of funds at the end of the construction period as currently contemplated in the initial Facility Plan of Finance.

Table FP-1: Anticipated Sources and Uses of Funds During Construction

Sources of Funds	Amount ($ MM)	% of Total
Public Funds	89.49	6.44%
Senior Bond Debt (PABs)	273.00	19.64%
TIFIA Loan	537.00	38.64%
TIFIA Interest Capitalized	44.50	3.20%
Equity	445.60	32.06%
Interest Income	0.30	0.02%
Total Sources of Funds	**1,389.89**	**100.0%**
Application of Funds	**Amount ($ MM)**	**% of Total**
Construction Payments	1,178.69	84.80%

Initial Reserve Account Deposits	62.76	4.52%
Development Costs	20.00	1.44%
Interest (All Debt)	122.31	8.80%
Financing Fees and Expenses (All Financing Sources)	6.13	0.44%
Total Application of Funds	**1,389.89**	**100.0%**

TxDOT shall pay the first $65.3 million of the acquisition price for all parcels of Facility Right of Way for the Segment 3A Facility and shall pay $24.2 million to Developer as reimbursement for the portions of the Developer's total capital improvement costs of the Facility. The total amount of public funds to be paid by TxDOT for the project amounts to $89.49 million.

A) Financing Sources

Summary of the Initial Facility Plan of Finance Sources

Table FP-2 summarizes the anticipated financing sources, organized by funding source and detailing anticipated amount, identity, draw priority and repayment priority.

Table FP-2: Anticipated Initial Facility Plan of Finance Sources

Funding Source	Anticipated Amount ($ MM)	Identity	Draw Priority	Repayment Priority
Public Funds	$65.29	TxDOT	Paid by TxDOT to property owners in connection with the acquisition of Facility Right of Way for the Segment 3A Facility Segment.	N/A
	$24.20	TxDOT	Drawn pro-rata as construction CapEx costs are incurred; draws occur every three months.	N/A
Bond Debt (PABs)	$273.00	Underwriters to be determined	Drawn pro-rata with TIFIA; Total debt draws will be pro-rata with total Equity disbursements	Senior (First) priority from cash available after O&M and required Major Maintenance
TIFIA Loan	$537.00	USDOT	Drawn pro-rata with PABs; Total debt draws will be pro-rata with total Equity disbursements	Subordinate to Bond Debt

Funding Source	Anticipated Amount ($ MM)	Identity	Draw Priority	Repayment Priority
Equity	$445.60	Cintra ($320.6m), Meridiam ($80m), and the Dallas Police and Fire Pension System ($45.0m)[1]	Along with Public Funds, Equity will fund project costs prior to Financial Close; After Financial Close, drawn pro-rata with debt	Subordinate to all O&M, Major Maintenance, and Project Debt

B) Details for Lenders and Lender Support Letters

Main Terms and Conditions of the Financing

Private Activity Bonds (PABs)

The SAFETEA-LU federal transportation funding reauthorization bill provided authorization for up to $15 billion of tax exempt (AMT) Private Activity Bonds to finance qualified surface transportation facilities and freight transfer facilities. Compared to traditional financing means, PABs have much lower borrowing costs than taxable bonds, allow for a long tenor (40 years), and offer security to a large potential investor base. This program provides an excellent tool for private sector participants to ramp up their various infrastructure projects and leverage attractive financing costs. The Sponsors anticipate that they will seek a provisional allocation of at least $273 million from the USDOT with the understanding that such amount may be subject to change prior to the execution of the Agreement.

The Sponsors believe that PABs will contribute to providing the project with sound medium-term and long-term funding through more stable resources, in order to flexibly sustain the progressive development of the facility and the build-up of traffic revenues.

Table FP-5: Anticipated Senior Bond (PABs) Debt Terms

Instrument	Senior Long Term Tax Exempt (AMT) Bond Issue
Purpose	Provide funds for project costs
Bonds issuance	$273 million

[1] The Dallas Police and Fire Pension System has confirmed its interest in the Project by issuing a letter of intent to become an equity member at or before financial close.

Final Maturity	30 years
Debt Service Reserve Facility	A reasonable cash funded reserve will be required. The amount is currently assumed to be the greater of 1) 10% of the outstanding Senior Debt and 2) 100% of the mandatory debt service for the following year.
Maintenance Reserve Account	Required to be pre-funded in amount equal to $30 Million.
Drawdown Schedule	Pro-rata with TIFIA; Pro-rata to Equity (following Financial Close)
Security Required	Senior pledge of net project operating revenues.
Interests	Fixed rate bonds with semi-annual interest
Margins	2.50% over 30 year AAA MMD
Up-front Fees	0.65%
Principal Amortization	Years 21 through 30: Principal repayment to produce level debt service.
Ratings	Investment Grade
Ratios	Debt sized to a level that reflects a low Investment Grade Rating for both TIFIA and PABs.
Restricted Payments	No distribution to Equity Participants while ADSCR below 1.15x

Subordinate Debt (TIFIA Loan)

The Transportation Infrastructure Financing and Innovation Act of 1998 ("TIFIA") established a federal credit program under which the US Department of Transportation (USDOT) may provide credit assistance to major transportation investment of critical or national significance, such as: inter-modal facilities, border crossing infrastructure, highway trade corridors, and transit and passenger rail facilities with regional and national benefit. The TIFIA program is designed to fill market gaps and leverage substantial private co-investment by providing supplemental and subordinate capital and credit rather than grants.

The TIFIA debt bears interest at a fixed rate, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity as published on the execution date of the TIFIA debt in the United States Treasury Bureau of Public Debt's daily rate table for the State and Local Government Series (SLGS) securities.

Actual TIFIA loan terms are subject to negotiations with USDOT on a project-by-project basis. In April 2012, the TIFIA Joint Program Office authorized and invited an application for TIFIA credit assistance for the project in the amount of up to $537 million. While there is the possibility for variances in the final terms

of any TIFIA loan, Table FP-6 summarizes what the Sponsors believe are reasonable assumptions for TIFIA loan terms. These assumptions are based upon the Sponsor's extensive experience in negotiating and securing TIFIA loans through USDOT in other projects in Texas.

Table FP-6: Anticipated TIFIA Credit Assistance Terms

TIFIA Credit Assistance	Terms
Purpose	Provide funds to cover up to 33% of Eligible Project Costs under TIFIA rules
Amount	Up to $537 million
Capitalized Interest Period	From financial close up to the fifth year of Operations
Availability Period	From financial close up to the end of the Construction Period
Maturity	Up to a maximum of 35 years post-construction completion
Base Rate	Rate of securities of a similar maturity as published on the execution date of the TIFIA debt in the United States Treasury Bureau of Public Debt's daily rate table for the State and Local Government Series (SLGS) securities.
Margin	0.01% per annum
Up-front Fee	$1 million
Repayment Profile	Sculpted over life of the loan with minimum mandatory principal repayments during the term of the senior loan being increased thereafter to comply with the maximum term
Debt Service Reserve Account	Fully cash-funded reserve account equal to 12 months of debt service
Conditions Precedent to Drawdown	Customary Conditions Precedent apply to drawings of the TIFIA Loan
Default Provisions	Customary Events of Default for TIFIA Loans
Security Required	- A second priority security interest in project revenues and liens and security interests in other project assets subordinate only to the lien of the Senior Obligations (including hedge obligations). - A first priority security interest in Pledged Revenues (but no other

TIFIA Credit Assistance	Terms
	project assets) on parity with the lien of the Senior Debt Obligations (including hedge obligations) upon the occurrence of a Bankruptcy Related Event (*).
Covenants	Customary Covenants will be included, as well as the following: - No release to equity of any kind until TIFIA debt service (mandatory and scheduled) is current when capitalized interest period has ended; - The balance in the Debt Service Reserve Account equals the Debt Service Reserve Required Balance; and - A 1.20x Combined Debt Service Ratio is achieved for both the year preceding the distribution date and the year of distribution. No amortization of senior debt until all currently accruing TIFIA interest is being paid.

(*) The TIFIA Debt will spring from subordinated status to pari passu with Senior Debt upon the occurrence of a "Bankruptcy Related Event." However, it is important to note that non-payment of the TIFIA Debt will not be considered in itself to be a bankruptcy related event under the financing documentation. However, the Intercreditor Agreement will establish a series of restrictions on the actions available to be taken by USDOT (or the "TIFIA Lender") with respect to collateral and other matters, prior to, and following a bankruptcy related event. It is also important to note that if the TIFIA Lender sells, assigns or transfers any TIFIA obligation, the assignee loses this pari passu entitlement. The Conceptual Financial Plan does assume that the TIFIA funding is available and that the Act will be continually renewed throughout the term of the Project.

Debt Service Reserve Account (DSRA)

The initial Facility Plan of Finance anticipates a DSRA will be established at the end of the construction period in 2018. The DSRA balance will be the greater of 1) 10% of outstanding Senior Debt, and 2) 100% of the mandatory debt service for the following year. The purpose of the DSRA is to provide liquidity in case of cash shortfall in servicing outstanding debt.

Major Maintenance Reserve Account (MMRA)

The initial Facility Plan of Finance funds $30M into the MMRA at the end of construction.

Bond Interest Account

The Bond Interest Account will serve to fund part of the first Bond interest payment made during operations. Four months prior to the scheduled Substantial Completion date, funds needed to cover the accrued interest on the PABs will be deposited in the Bond Interest Account. The account will completely release upon the first payment of Bond interest during operations.

Drawdown schedule and repayment profile

This initial Facility Plan of Finance assumed Financial Close will occur in March 31 of 2013. The Construction Period will last 60 months from such date. All PABs will be issued upfront and placed in a construction account. Any unused balance is assumed will earn interest as described below. TIFIA and PABs will be drawn pro-rata with equity and public funds. Prior to Financial Close, only equity and public funds will be used to cover expenses (if any).

		2012	2013	2014	2015	2016	2017	2018
Equity	**445,597**	3,775	121,827	69,870	80,153	71,921	75,411	22,640
Bond Facility (PABs)	**273,000**	-	106,846	63,504	72,850	29,799	-	-
TIFIA	**537,000**	-	106,846	63,504	72,850	100,938	137,082	55,780
Publics Funds	**24,200**	-	5,827	4,246	4,581	4,168	4,239	1,140

The Senior Debt is expected to be refinanced at the end of the fifth year of operations. Refinancing assumptions are detailed in the next section of this document. No principal is expected to be paid on senior debt until the refinancing date.

Subordinated TIFIA funding already drawn at the end of the Capitalized Interest Period will then be repaid following the agreed schedule of principal amortizations. The Final Maturity of the TIFIA Loan will occur 35 years after Completion.

However, if senior debt refinancing exceeds the principal amount outstanding of the initial senior debt obligations, 50% of such excess has to be used to prepay TIFIA debt.

Projected Interest Rates

Private Activity Bonds

Interest rates and payments are presented below.

Structure	Fixed Rate PABs bear interest at a rate that is established for the

	remaining term to maturity of the PABs
Base Rate	3.50%: expected 30 year MMD Rate
Margin	2.50%
All-in Rate	6.00%
Interest During Construction	Semi-Annual interest payments
Hedging	No hedging is required

Subordinate Debt (TIFIA Loan)

Base Rate	3.50% 35-year SLGS rate
Margin	1bp
Swap Margin	None
All-in Rate	3.51% fixed
Interest Accrual Period	Up to 5 years from Substantial Completion
Mandatory and Scheduled Interest	Mandatory payments are unconditionally required to be paid as set forth in the TIFIA Credit Agreement. Scheduled payments are to be paid only to the extent that net project revenues, after operations and maintenance and senior debt service, are available. The following interest structure is assumed: • Scheduled Interest equal to 100% of current interest (assuming all Scheduled Debt Service in previous periods is paid) in year 6 through year 25 following the Substantial Completion Date. • Mandatory Interest equal to: o 10% of Scheduled Interest in years 6 and 7 following the

	Substantial Completion Date; o 17.5% of Scheduled Interest in year 8 following the Substantial Completion Date; o 25% of Scheduled Interest in year 9 through year 24 following the Substantial Completion Date; o Semi-annual principal payments of $5 million from years 20 – 24 following Substantial Completion. o Level payments of Mandatory Principal and Interest in year 25 through year 35 following the Substantial Completion Date.
Hedging	TIFIA will require Senior Debt to be fixed rate or consider reasonable hedging strategies that limit its exposure to interest rate risk. Acceptable hedges are: - Floating to fixed interest rate swaps at or below the loan underwriting rate; and - Interest rate caps at or below the loan underwriting rate. Hedge providers must be rated in a double-A category or higher This initial Facility Plan of Finance considers fixed rate PABs

Projected Interest Rates on Cash Reserves

Interest revenue is assumed to be generated from cash reserves held throughout the project term. Table FP-7 details the interest rate assumptions for positive cash balances.

Table FP-7: Interest Rates on Cash Reserves

Project Phase	Interest Rate
Interest during Construction	0.08%
Interest during Operations	0.85%

Projected Average Life of Debt

The average life of the individual debt components is detailed in Table FP-8. Average life is calculated from financial close and is based upon the initial Facility Plan of Finance structure without taking into account any potential refinancings, restructurings, or regearings.

Table FP-8: Average Life of Senior Debt

Debt Component	Average Life (years from financial close)
Sr. Bond Debt (PABs)	9.76 years

Projected Arrangement and Other Fees

The arrangement/origination and other fees for the individual debt components are detailed in Table FP-9. These fees are estimates based upon the initial Facility Plan of Finance structure (does not take into account any potential future refinancings, restructurings, or regearings).

Table FP-9: Arrangement and Other Fees

Debt Component	Origination Fee ($ mm/% of Par)	Ongoing Fee
Sr. Bond Debt (PABs)	$1.8 / 0.65%	None
TIFIA Loan	$1.0 / ($1.0)	$12,000/year

It is anticipated that ongoing debt fees (Rating Agency fees, legal counsel fees, etc.) will be paid from Financial Close until all outstanding debt has been repaid. Those fees are expected to be $100,000 per annum, indexed to inflation, and payable monthly.

Other Relevant Information

Contemplated Refinancings

This initial Facility Plan of Finance has been prepared on the assumption that all of the senior borrowings will be refinanced in year 11 following Financial Close. Subordinate TIFIA repayments are assumed to be refinanced with senior debt when due. Estimated CAPEX from year 2022 until 2051 is funded with CAPEX Facilities, and the DSRA will be released and replaced with Liquidity Facilities for the same time period.

The following table includes the details of such refinancing amounts:

Refinancing Amounts	A) $273 million, assumed to be raised during 2022 to refinance senior debt borrowings B) $337.8 million to fund CAPEX within years 2022 and 2051 C) $674.2 million to refinance TIFIA repayments from 2037 until 2052.
Base Rates	4.50%
Margin(*)	2.00%
Interest Only Period(*)	No principal payments until year 2046
Term(*)	Refinancing and Regearing debt is fully amortized by year 2056

C) Details of Equity Source

Equity Funding

The Equity Providers are:

- Cintra Infraestructuras, S.A. ("Cintra")
- MINA II 3a/3b, LLC ("Meridiam")
- The Dallas Police and Fire Pension System (the "System")

The initial Facility Plan of Finance calls for each Shareholder of the Developer to invest in common shares in the Concession as follows:

Table FP-10: Shareholders' Equity

$ Millions	Equity	%
Meridiam	$ 80.00	17.95%
Cintra	$ 320.60	71.95%
System	$45.00	10.10%

Terms and Conditions of the Shareholder Funds

All Shareholder funding will be contributed during the funding period on a pro-rata basis with other funding sources.

In formulating this initial Facility Plan of Finance, the Sponsors have not considered any contingency funding (in the form of "stand-by" equity or debt) or the use of any on-demand bank guarantee to secure the equity in the project to the lenders.

Notwithstanding the above, as a subsequent component of the Equity Participants total combined capital commitment as described above, the Equity Participants have committed an amount of up to $22.5 million on a contingent basis to establish a secondary DSRA should TxDOT be delayed in achieving Substantial

Completion for the TxDOT Works beyond the applicable outside date under the Agreement through to the Long Stop Date for the TxDOT Works.

Post-Tax Equity IRR

Dividend and FIRPTA taxes have been taken into account when calculating the Equity IRR.

EXHIBIT 6

LIST OF INITIAL FUNDING AGREEMENTS AND INITIAL SECURITY DOCUMENTS

None as of Effective Date. To be completed at Financial Close.

Funding Agreements

Security Documents

EXHIBIT 7

COMPENSATION TERMS

Part A Revenue Payments

1. General

Subject to Section 17.6.3 of the Agreement, Developer shall pay to TxDOT the amounts determined in accordance with this Part A of Exhibit 7 (the "Revenue Payment Amount"), and interest earned on such amounts prior to distribution at the same rate as the blended average rate earned on the Toll Revenue Account.

For U.S. federal income tax purposes, the Revenue Payment Amount is allocated as follows: between the right to toll the Managed Lanes and rent for Facility Right of Way based on the relative fair market values of such rights as of the Effective Date, which are 89.82 percent and 10.18 percent respectively.

2. Calculation of Revenue Payment Amount

2.1 Subject to Sections 2.2 and 3, the Revenue Payment Amount shall be calculated at the end of each calendar year, commencing at the end of the third full calendar year following the first Service Commencement Date (e.g., if the first Service Commencement Date is March 1, 2011, commencing at the end of the 2014 calendar year) for the cumulative period thereto, and continuing until the end of the Term, and shall equal the sum of the following minus all Revenue Payment Amounts, if any, paid in previous calendar years pursuant to this Section 2.1:

2.1.1 The portion of the cumulative Toll Revenues to date within Band 1, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable Revenue Payment percentage for such Band as shown in Attachment 1; plus

2.1.2 The portion of the cumulative Toll Revenues to date within Band 2, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable Revenue Payment percentage for such Band as shown in Attachment 1; plus

2.1.3 The portion of the cumulative Toll Revenues to date within Band 3, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable Revenue Payment percentage for such Band as shown in Attachment 1; plus

2.1.4 The portion of the cumulative Toll Revenues to date within Band 4, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable Revenue Payment percentage for such Band as shown in Attachment 1; plus

2.1.5 The portion of the cumulative Toll Revenues to date within Band 5, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable

Revenue Payment percentage for such Band as shown in Attachment 1; plus

2.1.6 The portion of the cumulative Toll Revenues to date within Band 6, as shown in Attachment 1 to this Exhibit 7, multiplied by the applicable Revenue Payment percentage for such Band as shown in Attachment 1.

2.2 The Band values are stated on a calendar year basis, starting with the calendar year in which the first Service Commencement Date occurs. In the calculation of revenue sharing, if the operating period in the first or last calendar year is less than a full calendar year, the applicable amounts of the Revenue Band floors and ceilings will be adjusted pro rata based on the number of operating days. For the last calendar year of the Term, Toll Revenues shall include those revenues that are accrued or earned but not yet received in such calendar year.

3. Payment Procedures

3.1 The Revenue Payment Amount shall be payable to TxDOT according to the following procedures.

3.1.1 Within 15 days after the end of each calendar year or partial calendar year during the Term, commencing at the end of the third full calendar year following the first Service Commencement Date for the cumulative period thereto, Developer shall deliver to TxDOT (a) a written preliminary calculation of the Revenue Payment Amount in accordance with Part A, Section 2.1 and (b) subject to Section 3.3 below and Section 17.6.3 of the Agreement, full payment of the Revenue Payment Amount as so calculated.

3.1.2 Within 90 days after the end of each calendar year or partial calendar year during the Term, commencing at the end of the third full calendar year following the first Service Commencement Date for the cumulative period thereto, Developer shall deliver to TxDOT (a) a written final calculation of the Revenue Payment Amount in accordance with Part A, Section 2.1, (b) an audited financial statement prepared by a reputable independent certified public account according to U.S. GAAP, consistently applied, setting forth the total Toll Revenues for the subject calendar year, and (c) subject to Section 3.3 below and Section 17.6.3 of the Agreement, either payment of any additional Revenue Payment Amount as so calculated or a written request for any refund of any prior overpayment of the Revenue Payment Amount for the subject calendar year, as so calculated.

3.1.3 TxDOT shall have up to 120 days after receipt of the items set forth in Part A, Section 3.1.2 to dispute Developer's calculation of the Revenue Payment Amount or to request further reasonable clarification or amendment to the calculation. Developer shall deliver to TxDOT such reasonable clarification or amendment within 30 days after receipt of TxDOT's written request therefor. If TxDOT does not agree with the calculation of the Revenue Payment Amount, the Dispute shall be resolved according to the Dispute Resolution Procedures.

3.1.4 Upon final determination of the Revenue Payment Amount, to the extent the result is a positive figure, subject to Section 3.3 below and Section 17.6.3 of the Agreement, Developer shall immediately pay to TxDOT the additional amount owing, together with interest thereon, commencing 90 days after the end of the calendar year or partial calendar year for which it was due until the date paid, at a floating rate equal to the LIBOR in effect from time to time.

3.1.5 Upon final determination of the Revenue Payment Amount, to the extent the result indicates an overpayment to TxDOT, TxDOT shall immediately refund the overpayment to Developer, together with interest thereon, commencing 30 days after TxDOT receives the written final calculation and audited financial statement pursuant to Section 3.1.2 until the date paid, at a floating rate equal to the LIBOR in effect from time to time.

3.2 Developer's payment obligations under this Part A shall survive expiration or any earlier termination of the Term.

3.3 Notwithstanding anything to the contrary in this Part A, Developer shall have the option, in accordance with this Section 3.3, to defer any amounts otherwise owing to TxDOT under this Part A during the first 10 years after the first Service Commencement Date upon advance written notice to TxDOT of Developer's election to defer payment of any such amounts in accordance with this Section 3.3. Any amounts deferred under this Section 3.3 shall be due no later than the date that is 10 years after the first Service Commencement Date with interest at a floating rate equal to the LIBOR in effect from time to time, provided that upon termination of the Agreement for any reason, any such amounts plus interest shall be due on the date of termination. Developer shall provide TxDOT with a written statement in form acceptable to TxDOT on December 31 of any year that Developer has deferred payment of any amounts under this Section 3.3 of each amount deferred and the amount of interest owing thereon.

Part B Refinancing Gain Payment; Gain from Certain Initial Financings

1. Developer shall pay to TxDOT 50% of any Refinancing Gain. The foregoing shall not apply, however, if such Refinancing is an Exempt Refinancing.

2. TxDOT's portion of the Refinancing Gain shall be calculated as if realized entirely in the year in which the Refinancing occurs and Developer shall pay to TxDOT TxDOT's portion of the Refinancing Gain concurrently with the close of the Refinancing; provided, however, if Developer demonstrates that it will only be able to actually make Distributions on account of such Refinancing Gain over future years, then (a) the calculation of the Refinancing Gain shall be made on a Net Present Value basis (as such term is defined under the definition of Refinancing Gain) and (b) TxDOT shall reasonably approve, and the Parties shall set forth in writing, a payment schedule spreading payments of such portion of the Refinancing Gain over such future years corresponding with the anticipated timing of such future Distributions such that these payments yield the same Net Present Value to TxDOT. Notwithstanding any such payment schedule, the Net Present Value of the unpaid amount shall be due and payable in full to TxDOT upon any failure to pay a scheduled payment when due, if such failure is not cured within the cure period set forth in Section 17.1.2.3 of the

Agreement plus (if applicable) the cure period available to then-existing Lenders under Section 20.4.2 of the Agreement.

3. The intention is to share in incremental increases in Distributions above the Base Case Financial Model projections of Distributions resulting solely from the initial financing and Refinancings. Among other things, the Parties shall (a) include in Distributions under factor A of the Refinancing Gain definition changes to any Distributions made prior to the date of Refinancing or projected to be made, resulting from changes to the financing terms (including changes to equity funding arrangements resulting therefrom) as compared to the Base Case Financial Model, and (b) adjust Distributions under factor A of the Refinancing Gain definition to reflect changes in equity contributions paid or projected to be paid to Developer resulting from changes to the financing terms as compared to the Base Case Financial Model.

4. Concurrently with delivering to TxDOT draft proposed Funding Agreements and Security Documents in connection with any such Refinancing, Developer shall also deliver to TxDOT Developer's calculation of the anticipated Refinancing Gain, if any, together with any back-up documentation for its calculation.

5. Developer allocates the Refinancing Gain payment for U.S. federal income tax purposes between the exclusive right to toll the Managed Lanes and rent for Facility Right of Way based on the relative fair market values of such rights as of the Effective Date, which Developer has determined are 88.17 percent and 11.83 percent, respectively.

Part C Payment of Public Funds Amount

1. Public Funds Amount

The Public Funds Amount, if any, shall be determined in accordance with Sections 4.1.4.6 and 4.1.4.8 of the Agreement. Once determined in accordance with Sections 4.1.4.6 and 4.1.4.8 of the Agreement, the Public Funds Amount is not subject to change for any reason whatsoever. TxDOT shall pay the Public Funds Amount (if any) to Developer, as reimbursement pursuant to Section 2.2.2 of the Agreement, in accordance with this Part C. If no Public Funds Amount is owing, then Sections 2 through 6 inclusive of this Part C shall have no effect.

2. Schedule of Values

2.1 Within ninety days after NTP1, and concurrent with the Facility Baseline Schedule, the Developer shall submit to TxDOT a complete Schedule of Values for all Payment Activities as described below for TxDOT's approval. The Schedule of Values level of detail shall be based on the WBS Levels shown in Attachment 2-2 of the Technical Provisions. No payment of the Public Funds Amount, if applicable, will be made until the Schedule of Values is approved by TxDOT.

2.2 The following pertains to presentation of the Schedule of Values:

2.2.1 The Payment Activities shall be organized and grouped according to the approved WBS with subtotals for each WBS item at each WBS level.

2.2.2 The Schedule of Values shall contain for each Payment Activity from the Facility Baseline Schedule, the activity identification number, the activity description, the quantity, the applicable unit, unit price and scheduled value.

2.3 If it becomes necessary to add, combine, eliminate or modify any Payment Activities due to changes in the Work, a revised Schedule of Values as derived from a revised Facility Baseline Schedule, shall be submitted 14 days after the respective Change Order, Relief or Compensation Event is executed, for acceptance by TxDOT.

3. Draft Payment Request

3.1 Developer shall submit a draft Payment Request to TxDOT and the Independent Engineer at a maximum frequency of once every three months. Developer shall submit each draft Payment Request no earlier than seven days following the end of each three-month period. Developer shall not submit the first draft Payment Request prior to the later of (i) three months following NTP2 or (ii) the date of Financial Close.

3.2 The Payment Request shall include one hard copy and one electronic copy of a cover sheet, a listing of Completed Payment Activities, the three corresponding Progress Reports for the period covered by the Payment Request (see Section 2.1.4.2 of the Technical Provisions), a certificate, and supporting documents, as follows:

3.2.1 The cover sheet shall contain:

- TxDOT assigned contract number and title;
- Invoice number (numbered consecutively starting with "1");
- Period covered by the Payment Request (inclusive calendar dates);
- Cumulative Facility Funds Completed, Cumulative Public Funds Paid Amount and Payment Request Amount;
- Maximum amount payable based on the Maximum Payment Curve;
- Total additional amount remaining to be paid by TxDOT;
- Authorized signature and title of signatory; and
- Date that the Payment Request was signed.

3.2.2 The listing of Completed Payment Activities shall be grouped by WBS and contain:

- Payment Activity ID;
- Payment Activity description;

- Payment Activity Scheduled Value;
- Total earned based on the Schedule of Values for the three-month period at WBS Level II; and
- Total earned based on the Schedule of Values for the Facility to date.

3.2.3 The certificate shall be in the form included as Attachment 2 to Exhibit 7, with no additions or deletions other than those approved by TxDOT.

3.2.4 Supporting documents to be determined under Section 3.3.

3.3 Sample formats for the Payment Request cover sheet and listing of Completed Payment Activities are shown in Attachment 2 to Exhibit 7. Developer may present variations to these formats for TxDOT approval at least 15 days prior to the submittal of the first Payment Request. Once TxDOT has approved the formats, the formats shall not change unless approved by TxDOT prior to submittal to TxDOT. Developer shall obtain TxDOT's approval of the requirements for the supporting documents which are to be included with the Payment Request within 45 days after issuance of NTP2.

3.4 Subject to Section 5.4 of this Part C, the "Payment Request Amount" will be determined as follows:

$_____ [Public Funds Amount] ÷ $_____ [total cost of Design Work and Construction Work]	X	Sum of Schedule of Values of 100% Completed Payment Activities	_	Total Funds Previously Paid by TxDOT

Partially completed Payment Activities are not eligible for payment.

4. Payment Request Review and Progress Status Meetings

4.1 Developer shall schedule and hold Payment Request review and progress status meeting(s) with TxDOT and the Independent Engineer within seven days after it submits the draft Payment Request. The Payment Request review and progress status meetings shall address and finalize the following:

4.1.1 Actual activity start dates, finish dates and forecast dates.

4.1.2 Total earned based on the Schedule of Values for the three-month period and for the Facility to date.

4.1.3 Incorporation of and summary list of all approved Change Orders.

4.1.4 Critical Path(s) and analysis of potential performance areas.

4.1.5 Written summary of actions that are either in consideration or are being taken to minimize areas of potential impact or concerns.

4.2 Upon approval by TxDOT, TxDOT and Developer shall sign the draft Payment Request indicating that it has been approved.

5. Payment Request and Payment

5.1 Within seven days after each Payment Request review and progress status meeting, Developer shall submit to TxDOT the Payment Request based on the approved draft Payment Request.

5.2 No Payment Request will be reviewed or processed until TxDOT receives a complete Payment Request in compliance with the requirements of this Part C.

5.3 Within 30 days after receipt by TxDOT of each complete Payment Request, TxDOT will pay Developer the amount of the Payment Request approved for payment, subject to the Maximum Payment Curve (see Section 5.4 of this Part C), less any amounts owing to TxDOT by Developer.

5.4 Payment of each Payment Request is limited by the cumulative cap on payments as set forth in the Maximum Payment Curve. In other words, at no time will Developer's cumulative total payments of the Public Funds Request exceed the cumulative total payments permitted by the Maximum Payment Curve. Payment of any amounts included in a Payment Request that are in excess of the maximum aggregate amount payable under the Maximum Payment Curve shall be deferred until such time, if any, that such deferred amounts can be paid without aggregate payments exceeding the Maximum Payment Curve.

5.5 If TxDOT receives a copy of a sworn notice of claim from a Claimant that complies on its face with Section 16.2.4.2 of the Agreement, together with a proof of delivery thereof to the Prime Contractor and Collateral Agent, then TxDOT may withhold from any Payment Request to Developer an amount necessary to pay 50% of such claim, provided, however, that in no event shall TxDOT be entitled to withhold under this Section 5.4 an amount greater than 10% of any Payment Request (without taking into account such withholdings), and TxDOT shall not be entitled to withhold any amount that exceeds the 10% limitation from a subsequent Payment Request. For the avoidance of doubt, the cumulative withholdings from Payment Requests shall not exceed 50% of the claim. TxDOT may withhold such amount immediately on receipt of the sworn notice of claim and proof of delivery, without regard to whether the claim is or becomes contested. TxDOT shall release any withheld funds to Developer, without interest, within ten days after (a) receipt of proof of final resolution and discharge of the claim, or (b) payment by TxDOT, or receipt of proof of payment by the Collateral Agent, of the claim out of a P&P Letter of Credit or P & P Bonds.

6. Payment to Design-Build Contractor

Upon receipt of payment from TxDOT, Developer shall promptly pay the Design-Build Contractor out of the amount paid to Developer on account of the Design-Build Contractor's work, the amount to which the Design-Build Contractor is entitled. Developer shall, by

appropriate agreement with the Design-Build Contractor, require the Design-Build Contractor to make payments to its subcontractors and suppliers in a similar manner. TxDOT shall have no obligation to pay or to see to the payment of money to the Design-Build Contractor or its subcontractors or suppliers, except as may otherwise be required by Law.

7. No Waiver

No payments shall be construed as an acceptance of any defective work or improper materials.

8. Disputes

Failure by TxDOT to pay any amount in dispute shall not alleviate, diminish or modify in any respect Developer's obligation to perform under the FA Documents and Developer shall not cease or slow down its performance under the FA Documents on account of any such amount. Any dispute regarding such payment shall be resolved pursuant to the Dispute Resolution Procedures.

Part D-Payment of GP Public Funds Amount

If TxDOT designates one, but not both, of the 3A Ultimate Capacity Improvement and 3B Ultimate Capacity Improvement in a Notice to Commence Design-Build Procurement, or if TxDOT designates a portion, but not the entirety, of the 3A Ultimate Capacity Improvement or 3B Ultimate Capacity Improvement in a Notice to Commence Design-Build Procurement, then all references in this Part D to "GP Capacity Improvements" shall be read in context to mean the 3A Ultimate Capacity Improvement or the 3B Ultimate Capacity Improvement, or portion thereof, as the case may be; except that if reference is made in this Part D to the "entire" subject GP Capacity Improvement, then it shall be read to mean the entirety thereof and not a portion.

1. GP Public Funds Amount

1.1 In addition to the Public Funds Amount (if any), TxDOT shall pay a lump sum subsidy (the "GP Public Funds Amount") that will be necessary to compensate Developer for design, construction, operation and maintenance of the GP Capacity Improvements, which GP Public Funds Amount shall be calculated and paid in accordance with the terms of this Exhibit 7.

1.2 Attachment 4 to this Exhibit 7 sets forth the Initial GP Public Funds Amount for a Service Commencement Deadline on December 31, 2030 for:

1.2.1 The entire 3A Ultimate Capacity Improvement;

1.2.2 The entire 3B Ultimate Capacity Improvement;

1.2.3 Both the entire 3A Ultimate Capacity Improvement and the entire 3B Ultimate Capacity Improvement; and

1.2.4 The entire 3A Ultimate Capacity Improvement in the event of a prior partial termination of Segment 3B pursuant to Section 19.14 of the Agreement.

1.3 The applicable Initial GP Public Funds Amount set forth in Attachment 4 to this Exhibit 7 shall be subject to adjustment as set forth in Sections 1.5 and 1.6 below.

1.4 The GP Public Funds Amount determined in accordance with this Part D, consists of two components, Component A and Component B, as described in further detail below.

1.4.1 Component A compensates for the financial impacts pertaining to design and construction of the GP Capacity Improvements and consists of:

(a) The price obtained for the GP Capacity Improvements pursuant to the GP Capacity Improvements Design-Build Contract through the competitive procurement process conducted pursuant to Part A, Section 1.3 of Exhibit 16 to the Agreement; plus

(b) Developer's reasonable cost to furnish the level of preliminary design and drawings that TxDOT approves as necessary and sufficient to enable proposers for the GP Capacity Improvements Design-Build Contract to efficiently price proposals; plus

(c) An amount equal to 5% of the price obtained for the GP Capacity Improvements pursuant to the GP Capacity Improvements Design-Build Contract, to compensate Developer for all of its costs, expenses and risks associated with the delivery of the GP Capacity Improvements, including management, supervision, overhead and administrative costs; plus

(d) Developer's share of the costs of the Independent Engineer directly related to design and construction of the GP Capacity Improvements; plus

(e) Any amounts necessary to reimburse Developer for its reasonable costs incurred for undertaking at TxDOT's request any activities in support of TxDOT's environmental study, investigation, analysis, assessment or documentation under NEPA with respect of the GP Capacity Improvements.

1.4.2 Component B (which in any case shall be deemed to be zero if it is a negative number) compensates for the financial impacts pertaining to operation and maintenance of the GP Capacity Improvements and consists of:

(a) The amount of the forecasted impacts, if any, whether positive or negative, of the operation of the GP Capacity Improvements on Toll Revenues, such forecast and compensation to be determined as set forth in Section 1.5.2 below; plus

(b) The amount of the forecasted costs of O&M Work, including Renewal Work, for the GP Capacity Improvements from and after the Service Commencement Date for the GP Capacity Improvements, such forecast and compensation to be determined as set forth in Section 1.5.2 below; minus

(c) The amount of the forecasted impacts on costs of O&M Work, if any, whether positive or negative, after the Service Commencement Date for the GP Capacity Improvements due to the change in future traffic volume on the other lanes of the Facility due to operation of the GP Capacity Improvements taking into account both increased and avoided costs of tolling services, collection and enforcement, such forecast and adjustment to be determined as set forth in Section 1.5.2 below.

1.5 The applicable Initial GP Public Funds Amount from the table in Attachment 4 to this Exhibit, based on whichever of the scenarios under Sections 1.2.1 through 1.2.4 above applies (regardless of the Service Commencement Deadline for the relevant GP Capacity Improvements), shall be subject to adjustment as set forth in this Section 1.5 and Section 1.6. If less than the entire applicable GP Capacity Improvement is under consideration, then the scenario for the entire applicable GP Capacity Improvement shall be selected and subject to adjustment as set forth in this Section 1.5 and Section 1.6.

1.5.1 Component A of the Initial GP Public Funds Amount will be replaced with:

(a) An actual fixed price, lump sum amount that TxDOT accepts under Exhibit 16 to the Agreement for the GP Capacity Improvements Design-Build Contract; plus

(b) 5% of such actual fixed price, lump sum amount, as the item set forth in Section 1.4.1(c) above; plus

(c) The reasonable costs Developer actually incurs in respect of the items set forth in Sections 1.4.1(b), (d) and (e) above.

1.5.2 Component B of the Initial GP Public Funds Amount will be subject to adjustments as follows:

(a) Regarding the forecasted impact on Toll Revenues, new traffic and revenue studies and projections will be prepared, in accordance with Good Industry Practice, by a qualified independent consultant that TxDOT and Developer mutually select and retain, for the period from and after the Service Commencement Deadline for the GP Capacity Improvements (such studies and projections, as modified, supplemented or rejected and replaced as a result of a GP Capacity Improvements T&R Dispute, the "New T&R Study"). The Parties shall equally share the costs and expenses of such independent consultant. Each Party shall have the right to directly communicate with, and provide inputs and comments to, such consultant, and shall concurrently deliver to the other Party a true and complete copy of all written and electronic communications with, and inputs and comments provided to, such consultant, and within one Business Day after any oral communications with such consultant, a true and complete description of such oral communications. The New T&R Study shall reflect the most likely forecast of traffic and revenue, taking into account the different risks and uncertainties in forecasting traffic and revenues by the use of specific industry acceptable and discrete assumptions rather than any form of probability analysis of a range of

possible outcomes, shall be based on the type and level of research and analysis that is customarily required from sponsors providing equity by Rating Agencies for project financings, and shall analyze and calculate the estimated impacts on Toll Revenues of the operation of the GP Capacity Improvements. The historic Toll Revenue experience for the Facility will be taken into consideration in projecting future Toll Revenues. In the New T&R Study, future Toll Revenues will be projected with (which will include the negative impacts of) and without (which will not include the negative impacts of) the subject GP Capacity Improvements. The new projection of Toll Revenues without the subject GP Capacity Improvements set forth in the New T&R Study will then be increased by the Applicable Percentage Increase. The Parties acknowledge that the Applicable Percentage Increase in projected Toll Revenues without the subject GP Capacity Improvements is appropriate to account for the change in the commercial risk to the Facility that results from the implementation of the subject GP Capacity Improvements. Whenever in this Part D, new projections of Toll Revenues are specified to be used in the determination of Component B of the GP Public Funds Amount, the Parties shall use the new projections of Toll Revenues in the New T&R Study.

(b) The Parties will then calculate (i) the net present value of the projection of Toll Revenues in the most recent Base Case Financial Model Update (or, if there has been no Base Case Financial Model Update, into the Base Case Financial Model) for the period from and after the Service Commencement Deadline for the GP Capacity Improvements, and (ii) the net present value of the new projection of Toll Revenues without the GP Capacity Improvements in the New T&R Study for the same period pursuant to clause (a) above but without the Applicable Percentage Increase, in both cases using a discount rate of 5% per annum. The Parties shall then calculate the ratio of the amount under clause (i) above as the numerator to the amount under clause (ii) above as the denominator. If such ratio is equal to or less than one, it shall be deemed to equal one. If such ratio is greater than one, it shall be deemed to be the lesser of such ratio or 1.25. The ratio as thus derived is referred to as the "Forecasted Toll Revenue Ratio".

(c) Regarding the costs of O&M Work, new cost projections will be run by Developer for the period from and after the Service Commencement Deadline for the GP Capacity Improvements. Such new cost projections will then be provided by Developer to a qualified independent consultant, which consultant shall be selected and retained by Developer subject to the prior approval of TxDOT, for such consultant's review. The historic cost of O&M Work for the Facility will be taken into consideration in projecting future costs of O&M Work. Future costs of O&M Work will be projected with and without the GP Capacity Improvements, using the projections of traffic counts and toll transactions, with and without the GP Capacity Improvements, from the New T&R Study; and the cost projection without the GP Capacity Improvements shall not be adjusted for the increase in traffic counts and Transactions needed to support the Applicable Percentage Increase.

(d) Immediately following the date on which the inputs and information contemplated in clauses (a), (b) and (c) above have been obtained (in accordance with the above), Developer shall prepare for TxDOT's review three updates of the most recent Base Case Financial Model Update (or, if there has been no Base Case Financial Model Update, the Base Case Financial Model). Subject to the exception described in Section 1.6 below, the lump sum amount for Component B shall be determined as follows:

(i) The "first" model will have as inputs (i) Toll Revenues equal to the Forecasted Toll Revenue Ratio times the new projections for Toll Revenues without the GP Capacity Improvements and without the Applicable Percentage Increase, and (ii) the costs of O&M Work without the GP Capacity Improvements generated pursuant to clause (c) above, and will produce a series of projected annual debt service coverage ratios for the period from the scheduled Service Commencement Date for the GP Capacity Improvements to the end of the Term;

(ii) The "second" model will have as inputs (i) the new projections for Toll Revenues without the GP Capacity Improvements with the Applicable Percentage Increase and (ii) the costs of O&M Work without the GP Capacity Improvements generated pursuant to clause (c) above, and will produce a blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the Term;

(iii) The "third" model will input the new projections for Toll Revenues and costs of O&M Work with the GP Capacity Improvements and produce (A) forecasted debt service coverage ratios on Facility Debt other than Subordinate Debt from the scheduled Service Commencement Date for the GP Capacity Improvements to the end of the term and (B) a blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the Term;

(iv) The "third" model will then be run again to solve for the amount of a lump sum payment, payable in accordance with Section 3 below (assuming Service Commencement occurs in the year of the Service Commencement Deadline for the GP Capacity Improvements as established under the GP Capacity Improvements Design-Build Contract) that (A) equals the amount that would be necessary to restore the forecasted debt service coverage ratios on Facility Debt other than Subordinate Debt from the Service Commencement Deadline for the GP Capacity Improvements to the end of the Term to the same levels for the corresponding period set forth in the "first" model as generated pursuant to clause (d)(i) above, while (B) maintaining and, if necessary, restoring the blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the Term to the same level for the corresponding period set forth in

the "second" model as generated pursuant to clause (d)(ii) above; and

(v) Such lump sum amount, as it may be adjusted further pursuant to this clause (v) and Section 1.6 below, will be Component B of the GP Public Funds Amount. In determining such lump sum payment, the Parties shall produce as small a lump sum payment as possible while still restoring such debt service coverage ratios and maintaining or restoring such rate of return (and no greater rate of return). In determining such lump sum payment, the Parties also shall make only those reasonable changes to the most recent Base Case Financial Model Update (or if there has been no Base Case Financial Model Update, the Base Case Financial Model), including changes to the applicable financing assumptions, projected refinancings and repayments of Facility Debt, as required in the circumstances to reflect the injection and use of the lump sum payment and the impact that the GP Capacity Improvements are projected to have on the Toll Revenues and costs of O&M Work.

1.5.3 The Parties shall cooperate and engage in good faith discussions to determine the GP Public Funds Amount in accordance with this Part D. TxDOT may involve the Independent Engineer to review and evaluate the projections and adjustments for the cost of O&M Work, with the Independent Engineer's cost shared equally by the Parties. Each Party may, at its sole cost and expense, retain its own traffic and revenue consultant and have it run studies and projections and/or critique the study prepared by the traffic and revenue consultant that TxDOT and Developer mutually retain pursuant to Section 1.5.2 above; provided that such additional projections or studies shall follow the terms set forth in Section 1.5.2 above. Any unresolved disputes among the Parties in respect of the determination of the GP Public Funds Amount shall constitute Disputes eligible for resolution in accordance with the Dispute Resolution Procedures, without prejudice to TxDOT's election to discontinue or revise as set forth in Part A, Section 1.4 of Exhibit 16 to the Agreement.

1.6 The lump sum amount for Component B determined according to Section 1.5.2 above shall be subject to reduction as follows if the Service Commencement Deadline of the 3A Ultimate Capacity Improvement, the 3B Ultimate Capacity Improvement, or both, is on or prior to December 31, 2030. This Section 1.6 shall be applied only to the first GP Capacity Improvements for which NTP GP is issued.

1.6.1 3A Ultimate Capacity Improvement Toll Revenue Level

(a) Until the earliest of the date on which Service Commencement is achieved for the 3A Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement, Developer and TxDOT shall, within 30 days after the end of each calendar year beginning with the calendar year in which the first Service Commencement Date occurs,

jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the Excess Revenues minus any Revenue Payment Amounts calculated pursuant to Part A, Section 2 of this Exhibit 7 for the period from the first Service Commencement Date through the end of such calendar year.

(b) For purposes of this Section 1.6.1, "Excess Revenues" for each calendar year through the earliest of the date on which Service Commencement is achieved for the 3A Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement shall be calculated as (1) the actual Toll Revenues commencing on the first day of the relevant calendar year through the end of such calendar year minus (2) the amount calculated pursuant to the applicable clause below.

(i) If there has not previously occurred a partial termination under Section 19.14 of the Agreement, then the Toll Revenues on Revenue Line 0 for such calendar year; or

(ii) If there has previously occurred a partial termination under Section 19.14 of the Agreement, then the Toll Revenues on Revenue Line 5 for such calendar year.

(c) If TxDOT issues a Notice to Commence Design-Build Procurement for the 3A Ultimate Capacity Improvement such that the Service Commencement Deadline set forth therein is on or before December 31, 2030, then as part of the calculation required to be made pursuant to this Section 1.6.1, Developer and TxDOT shall jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the forecasted Revenues Losses from and after such Service Commencement Deadline through December 31, 2030. The provisions in this Part D shall apply for the purpose of determining such forecasted loss of Toll Revenues. If the Service Commencement Deadline for the 3A Ultimate Capacity Improvement as finally determined in accordance with Part A, Section 1.2.4 of Exhibit 16 to the Agreement differs from that set forth in the Notice to Commence Design-Build Procurement, the Parties shall thereupon adjust the foregoing calculation (and the GP Public Funds Amount) to take into account such difference. For purposes of this Section 1.6.1, "Revenue Losses" for each calendar year through calendar year 2030 shall be calculated pursuant to the applicable clause below:

(i) If there has not previously occurred a partial termination under Section 19.14 of the Agreement, then the Toll Revenues on Revenue Line 0 for such calendar year or the portion thereof from and after the Service Commencement Deadline for the 3A Ultimate Capacity Improvement, minus the Toll Revenues on Revenue Line 1 for such calendar year or the same portion thereof; or

(ii) If there has previously occurred a partial termination under Section 19.14 of the Agreement, then (A) the Toll Revenues on Revenue Line 5 for such calendar year or the portion thereof from

and after the Service Commencement Deadline for the 3A Ultimate Capacity Improvement, minus (B) the Toll Revenues on Revenue Line 4 for such calendar year or the same portion thereof;

(d) If the amount calculated pursuant to clause (a) of this Section 1.6.1 equals or exceeds the amount calculated pursuant to clause (c) of this Section 1.6.1, then for the purpose of calculating Component B the net present value of the impact of the operation of the 3A Ultimate Capacity Improvement on Toll Revenues through December 31, 2030 shall be deemed to be zero, and any projections of Toll Revenues in the new traffic and revenue study, and any projections of costs of O&M Work, for the period through December 31, 2030 will be disregarded.

1.6.2 3B Ultimate Capacity Improvement Toll Revenue Level

(a) Until the earliest of the date on which Service Commencement is achieved for the 3B Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement, Developer and TxDOT shall, within 30 days after the end of each calendar year beginning with the calendar year in which the first Service Commencement Date occurs, jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the Excess Revenues minus any Revenue Payment Amounts calculated pursuant to Part A, Section 2 of this Exhibit 7 for the period from the first Service Commencement Date through the end of such calendar year.

(b) For purposes of this Section 1.6.2, "Excess Revenues" for each calendar year through the earliest of the date on which Service Commencement is achieved for the 3B Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement shall be calculated as (i) the actual Toll Revenues commencing on the first day of the relevant calendar year through the end of such calendar year minus (ii) the Toll Revenues on Revenue Line 0 for such calendar year.

(c) If TxDOT issues a Notice to Commence Design-Build Procurement for the 3B Ultimate Capacity Improvement such that the Service Commencement Deadline therefor is on or before December 31, 2030, then as part of the calculation required to be made pursuant to this Section 1.6.2, Developer and TxDOT shall jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the forecasted Revenues Losses from and after the Service Commencement Deadline through December 31, 2030. The provisions in this Part D shall apply for the purpose of determining such forecasted loss of Toll Revenues. If the Service Commencement Deadline for the 3B Ultimate Capacity Improvement as finally determined in accordance with Part A, Section 1.2.4 of Exhibit 16 to the Agreement differs from that set forth in the Notice to Commence Design-Build Procurement, the Parties shall thereupon adjust the foregoing calculation (and the GP Public Funds Amount) to take into account such difference. For purposes of this Section 1.6.2 "Revenue Losses" for each calendar year through calendar

year 2030 shall be calculated as (i) the Toll Revenues on Revenue Line 0 for such calendar year or the portion thereof from and after the Service Commencement Deadline for the 3B Ultimate Capacity Improvement, minus (ii) the Toll Revenues on Revenue Line 2 for such calendar year or the same portion thereof.

(d) If the amount calculated pursuant to clause (a) of this Section 1.6.2 equals or exceeds the amount calculated pursuant to clause (c) of this Section 1.6.2, then for the purpose of calculating Component B the net present value of the impact of the operation of the 3B Ultimate Capacity Improvement on Toll Revenues through December 31, 2030 shall be deemed to be zero, and any projections of Toll Revenues in the new traffic and revenue study, and any projections of costs of O&M Work, for the period through December 31, 2030 will be disregarded.

1.6.3 3A and 3B Ultimate Capacity Improvement Toll Revenue Level

(a) Until the earliest of the date on which Service Commencement is achieved for both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement, Developer and TxDOT shall, within 30 days after the end of each calendar year beginning with the calendar year in which the first Service Commencement Date occurs, jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the Excess Revenues minus any Revenue Payment Amounts calculated pursuant to Part A, Section 2 of this Exhibit 7 for the period from the first Service Commencement Date through the end of such calendar year.

(b) For purposes of this Section 1.6.3, "Excess Revenues" for each calendar year through the earliest of the date on which Service Commencement is achieved for both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement, December 31, 2030, or the date of termination of the Agreement shall be calculated as (i) the actual Toll Revenues commencing on the first day of the relevant calendar year through the end of such calendar year minus (ii) the Toll Revenues on Revenue Line 0 for such calendar year.

(c) If TxDOT issues a Notice to Commence Design-Build Procurement for both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement such that the Service Commencement Deadline therefor is on or before December 31, 2030, then as part of the calculation required to be made pursuant to this Section 1.6.3, Developer and TxDOT shall jointly calculate using a 5% discount rate the present value (as of January 1 of the year the Effective Date occurs) of the forecasted Revenues Losses from and after the Service Commencement Deadline through December 31, 2030. The provisions in this Part D shall apply for the purpose of determining such forecasted loss of Toll Revenues. If the Service Commencement Deadline for both the 3A Ultimate Capacity Improvement and 3B Ultimate Capacity Improvement as finally determined in accordance with Part A, Section 1.2.4 of Exhibit 16 to the

Agreement differs from that set forth in the Notice to Commence Design-Build Procurement, the Parties shall thereupon adjust the foregoing calculation (and the GP Public Funds Amount) to take into account such difference. For purposes of this Section 1.6.3, "Revenue Losses" for each calendar year through calendar year 2030 shall be calculated as (i) the Toll Revenues on Revenue Line 0 for such calendar year or the portion thereof from and after the Service Commencement Deadline for both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement, minus (ii) the Toll Revenues on Revenue Line 3 for such calendar year or the same portion thereof.

(d) If the amount calculated pursuant to clause (a) of this Section 1.6.3 equals or exceeds the amount calculated pursuant to clause (c) of this Section 1.6.3, then for the purpose of calculating Component B the net present value of the impact of the operation of both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement on Toll Revenues through December 31, 2030 shall be deemed to be zero, and any projections of Toll Revenues in the new traffic and revenue study, and any projections of costs of O&M Work, for the period through December 31, 2030 will be disregarded.

1.7 Developer is required to design, build, operate and maintain the GP Capacity Improvements at its sole cost and expense, subject only to the GP Public Funds Amount, which constitutes sole compensation to Developer for all Work related to, and any and all revenue or cost impacts of, the GP Capacity Improvements. The development and operation of the GP Capacity Improvements shall not in and of itself be treated as a Compensation Event or Relief Event (but it is recognized that Compensation Events and Relief Events may occur that have an impact on GP Capacity Improvements costs and schedule).

1.8 "Applicable Percentage Increase" means the following percentage increase in projected Toll Revenues to be applied for the purpose of calculating a GP Public Funds Amount in accordance with Section 1.5.2(a) above:

(a) If TxDOT elects to place into service the entire GP Capacity Improvements at the same time, then 33.5% (see Example A in Attachment 5 to this Exhibit 7);

(b) If TxDOT elects to place into service a portion of the entire GP Capacity Improvements, then as to such portion a percentage determined as follows (see Example B in Attachment 5 to this Exhibit 7):

(i) The Parties will calculate:

(A) The net present value, using a discount rate of 5%, of a projection of Toll Revenues (which projection shall be made as part of the New T&R Study) from and after the Service Commencement Deadline for the subject portion of the entire GP Capacity Improvements assuming no GP Capacity Improvements (including the subject portion of the entire GP Capacity Improvements) will be placed into

service in the future except for those that have achieved Service Commencement prior to the date of calculation thereof and those for which NTP GP has been issued (in which case their respective Service Commencement Deadlines shall be assumed in the projection);

(B) The net present value, using a discount rate of 5%, of a projection of Toll Revenues (which projection shall be made as part of the New T&R Study) from and after the Service Commencement Deadline for the subject portion of the entire GP Capacity Improvements assuming such portion is placed into service on such Service Commencement Deadline and otherwise with the same assumptions as used under clause (A) above;

(C) The net present value, using a discount rate of 5%, of a projection of Toll Revenues (which projection shall be made as part of the New T&R Study) from and after the Service Commencement Deadline on the same assumptions as under clause (B) above and also assuming that, in addition to the subject portion of the entire GP Capacity Improvements, the remainder of the GP Capacity Improvements are placed into service on such Service Commencement Deadline;

(ii) The Parties shall then calculate a ratio, the numerator of which will be the amount under clause (i)(A) above minus the amount under clause (i)(B) above, and the denominator of which will be the amount under clause (i)(A) above minus the amount under clause (i)(C) above. The lesser of 100% and the ratio as thus derived will be multiplied by "Factor X". The result of the foregoing calculation shall be the Applicable Percentage Increase;

(iii) "Factor X" shall mean:

(A) For the first GP Capacity Improvement, 33.5%; and

(B) For each subsequent GP Capacity Improvement, the immediately preceding value of Factor X minus the immediately preceding Applicable Percentage Increase calculated in accordance with clauses (i) and (ii) above, divided by the result of dividing (1) the immediately preceding amount under clause (i)(B) above by (2) the immediately preceding amount under clause (i)(A) above.

2. Deposit of GP Public Funds Amount in Trust

2.1 As one of the conditions precedent to Developer's obligation to commence the design and construction work for the GP Capacity Improvements, TxDOT shall deposit into a separate account with the trustee under the Facility Trust Agreement:

2.1.1 The GP Public Funds Amount, if there is then no Dispute regarding this amount, including the estimated amount of reimbursable costs under Sections 1.4.1(b) (d) and (e) above, minus so much of the GP Public Funds Amount as may have been previously paid to Developer; or

2.1.2 Subject to Section 2.5 below if there is then a Dispute regarding the GP Public Funds Amount, either:

(a) The GP Public Funds Amount claimed by Developer, minus so much of the GP Public Funds Amount as may have been previously paid to Developer, if TxDOT in its sole discretion elects to proceed in advance of a determination of the Dispute by the Disputes Board; or

(b) The GP Public Funds Amount determined by the Disputes Board, minus so much of the GP Public Funds Amount as may have been previously paid to Developer, if TxDOT elects in its sole discretion to wait to proceed until after a determination of the Dispute by the Disputes Board.

2.2 If there is a Dispute regarding the GP Public Funds Amount at the time TxDOT makes its deposit to the trustee under Section 2.1.2 above, then such deposit, and Developer's commencement and performance of the design and construction work for the GP Capacity Improvements, shall be without prejudice to the Claims and defenses of either Party regarding the determination of the GP Public Funds Amount.

2.3 If there is a Dispute and the final determination is an actual GP Public Funds Amount less than the amount previously deposited, then TxDOT shall have the right to withdraw the excess deposit (together with the earnings thereon) at any time after the final determination.

2.4 If there is a Dispute and the final determination is an actual GP Public Funds Amount more than the amount previously deposited, then TxDOT shall deposit the balance with the Trustee within 30 days after the final determination.

2.5 No Dispute shall be available to TxDOT regarding the amount of the price under the GP Capacity Improvements Design-Build Contract, and the resulting amount under Section 1.4.1(c) above, if (a) Developer adhered to the process for procuring the GP Design-Build Contractor required under Section 1.3 of Exhibit 16 to the Agreement and (b) TxDOT accepts such price pursuant to Section 1.3.3(i) of Exhibit 16 to the Agreement.

3. Withdrawal and Payment of GP Public Funds Amount

3.1 TxDOT shall be obligated to pay the GP Public Funds Amount to Developer on the terms and conditions of this Section 3.

3.2 Component A of the GP Public Funds Amount will be payable to Developer in monthly payments for completed Payment Activities, using the same procedures as set forth in Part C, Sections 3 through 8 inclusive of this Exhibit 7, which shall

apply, *mutatis mutandi*, as appropriate in the circumstances to the GP Capacity Improvements, except that Sections 5.3 and 5.4 shall not apply.

3.2.1 In no event shall TxDOT be required to pay Developer for progress or other payments under the GP Capacity Improvements Design Build Contract in excess, at any given time, of the cumulative amount set forth in the draw down schedule included in the proposal described in Section 1.3.3(g) of Exhibit 16.

3.2.2 Within 30 days after receipt by TxDOT of each complete Payment Request, TxDOT will deliver to the trustee under the Facility Trust Agreement a certificate authorizing and instructing the trustee to immediately pay Developer from the GP Public Funds Account the amount of the Payment Request approved for payment.

3.2.3 Notwithstanding the foregoing, the compensation described in Sections 1.4(b), (d) and (e) of Part D of this Exhibit 7 shall be payable monthly within 30 days after TxDOT receives a written invoice together with reasonable documentation of the costs incurred.

3.2.4 Notwithstanding the foregoing, the compensation described in Section 1.4(c) of Part D of this Exhibit 7 shall be payable concurrently with the monthly payments for completed Payment Activities, in an amount equal to 5% of the amount of the completed Payment Activities set forth in the applicable Payment Request, until the compensation described in Section 1.4(c) of Part D of this Exhibit 7 is paid in full.

3.3 Component B of the GP Public Funds Amount will be payable to Developer as a single milestone payment within ten days after the Service Commencement Date for the GP Capacity Improvements. Following such Service Commencement Date, TxDOT will deliver to the trustee under the Facility Trust Agreement a certificate authorizing and instructing the trustee to immediately pay Developer from the GP Public Funds Account the Component B amount, which payment and instruction must be provided so as to enable the payment to be made within such ten-day period.

3.4 TxDOT shall be entitled to any funds remaining in the GP Public Funds Account after all amounts due Developer for the GP Capacity Improvements have been paid to Developer.

Part E Payment of HOV Discount

Within 30 days after TxDOT receives all of the monthly reports described in Section G.1.c of Exhibit 4 to the Agreement for each quarter ending on the last day of March, June, September and December during the HOV Discount Period, TxDOT shall pay Developer the total undisputed amount of the HOV discount incurred during the quarter for valid transponder account holders that self-declare (or are otherwise identified) as HOVs or Motorcycles during Peak Periods during the HOV Discount Period. TxDOT reserves the right to adjust any payments for errors in previous payments.

Part F **Interoperability Fee Adjustment**

1. The "Benchmark Interoperability Rate" is 8%.

2. Developer shall deliver a report to TxDOT and the Independent Engineer in standardized form acceptable to TxDOT within 10 days following each month, itemizing each Interoperability Fee Developer paid during the month and the amount of any adjustment in connection with such fee under this Part F.

3. If Developer paid total Interoperability Fees in a month that are greater than those it would pay assuming the Benchmark Interoperability Rate, then TxDOT shall pay the difference to Developer within 15 days after TxDOT's receipt of the applicable report.

4. If Developer paid total Interoperability Fees in a month that are less than those it would pay assuming the Benchmark Interoperability Rate, then Developer shall pay the difference to TxDOT within 15 days after the end of the month.

ATTACHMENT 1 TO EXHIBIT 7

[To be completed at Recalibration.]

Year of Operations	Band 1 Floor: Cumulative Toll Revenues from:	Band 1 Ceiling: Cumulative Toll Revenues to and including:	Band 2 Floor: Cumulative Toll Revenues from:	Band 2 Ceiling: Cumulative Toll Revenues to and including:	Band 3 Floor: Cumulative Toll Revenues from:	Band 3 Ceiling: Cumulative Toll Revenues to and including:	Band 4 Floor: Cumulative Toll Revenues from:	Band 4 Ceiling: Cumulative Toll Revenues to and including:	Band 5 Floor: Cumulative Toll Revenues from:
1	$0								
2	$0								
3	$0								
4	$0								
5	$0								
6	$0								
7	$0								
8	$0								
9	$0								
10	$0								
11	$0								
12	$0								
13	$0								
14	$0								
15	$0								
16	$0								
17	$0								
18	$0								
19	$0								
20	$0								
21	$0								
22	$0								
23	$0								
24	$0								
25	$0								
26	$0								
27	$0								
28	$0								
29	$0								
30	$0								
31	$0								
32	$0								
33	$0								
34	$0								
35	$0								
36	$0								

Year of Operations	Band 1 Floor: Cumulative Toll Revenues from:	Band 1 Ceiling: Cumulative Toll Revenues to and including:	Band 2 Floor: Cumulative Toll Revenues from:	Band 2 Ceiling: Cumulative Toll Revenues to and including:	Band 3 Floor: Cumulative Toll Revenues from:	Band 3 Ceiling: Cumulative Toll Revenues to and including:	Band 4 Floor: Cumulative Toll Revenues from:	Band 4 Ceiling: Cumulative Toll Revenues to and including:	Band 5 Floor: Cumulative Toll Revenues from:
37	$0								
38	$0								
39	$0								
40	$0								
41	$0								
42	$0								
43	$0								
44	$0								
45	$0								
46	$0								
47+	$0								

ATTACHMENT 2 TO EXHIBIT 7

North Tarrant Express –Facility
TxDOT Contract No. xx-xxxPxxxx
Invoice No: xx
Invoice Period: _____, 20__ through _____, 20__

Payment Request Cover Sheet
(Part C, Section 3.2.1)

Total Facility Cost	$_____	
Public Funds Amount		$_____
Sum of Schedule of Values of Completed Payment Activities		$xxx,xxx,xxx.00
Total amount of Public Funds Amount Paid		$xx,xxx,xxx.00
Payment Request Amount		$xx,xxx,xxx.00
Maximum amount payable based on Maximum Payment Curve		$xxx,xxx,xxx.00
Remaining Facility Construction Costs	$xxx,xxx,xxx.00	
Remaining amount of Public Funds Amount not paid		$xxx,xxx,xxx.00

North Tarrant Express –Facility
TxDOT Contract No. xx-xxxPxxxx
Invoice No: xx
Invoice Period: _____, 20__ through _____, 20__

LISTING OF COMPLETED PAYMENT ACTIVITIES
(Part C, Section 3.2.2)

Activity ID No.	Activity Description	Scheduled Value - $
1.A.3. Structures **1.A.3.1. Bridge No. 12**		#########
13121	Install EBML bridge substructure	#########
13122	Install WBML bridge substructure	#########
13125	Install EBML bridge superstructure	#########
13126	Install WBML bridge superstructure	#########
1.B.1. Facility Management and Administration **1.B.1.1. Scheduling**		#########
02110	Maintain Schedule – February 2012	#########
02111	Maintain Schedule – March 2012	#########
TOTAL		#########
1.C.1. ROW/Utility Adjustments **1.C.1.1 ROW Acquisitions**		#########
07101	Acquire Parcel 101	#########
07102	Acquire Parcel 102	#########
TOTAL		#########
TOTAL EARNED _____, 20__ – _____, 20__		#######.##
TOTAL EARNED TO DATE		#######.##

CERTIFICATE
(Part C, Section 3.2.3)

In order to induce the Texas Department of Transportation ("TxDOT") to make payment as requested by this Payment Request, Developer hereby certifies, represents and warrants to TxDOT as follows:

1. Unless otherwise indicated, capitalized terms used herein shall have the meanings set forth in that certain Facility Agreement between TxDOT and Developer.

2. The Work associated with each Payment Activity described in the exhibits and documents attached hereto is 100% complete and has been fully performed in a prudent manner and in compliance with the requirements of the FA Documents; all necessary materials to perform such Work have been provided in accordance with the provisions of the FA Documents and Design-Build Contract; and the information contained in such exhibits and documents is true, complete and correct in all material respects.

3. The amount specified in the Payment Request has been computed in accordance with, and is due and payable under, the terms and conditions of the Agreement, has not been the subject of any previous Payment Request (unless disputed or rejected for payment) and is not the subject of any pending Payment Request from Developer.

4. No Developer Default has occurred and is continuing that has not been reported to TxDOT.

5. The representations and warranties of Developer set forth in the Agreement are true and correct as of the date of this Payment Request.

6. No event of default or event under the Design-Build Contract which with the giving of notice or the lapse of time would result in an event of default under the Design-Build Contract has occurred and is continuing as of the date hereof.

7. All Governmental Approvals necessary for the Work that are Developer's obligation to obtain pursuant to the FA Documents and to which this Payment Request relates have been secured, except to the extent TxDOT and the issuing Governmental Entity have granted a written exception, and there exists no reason to believe that any future Governmental Approvals that are Developer's obligation to obtain pursuant to the FA Documents for the Work cannot be secured.

8. Neither Developer nor the Design-Build Contractor is barred or suspended from providing goods or services to any local, State or federal agency. Except for any specific subcontractor or Supplier listed as barred or suspended in an attachment hereto, each subcontractor and Supplier for the Work has certified in its respective invoice to the Design-Build Contractor that it is not barred or suspended from providing goods or services to any local, state or federal agency, and to Developer's knowledge no subcontractor or Supplier has been so barred or suspended.

9. As of the date hereof, Developer has been paid all amounts due to it under the FA Documents and the Design-Build Contractor, each other prime Contractor for Secured Work, and all subcontractors, Suppliers, Utility Owners and other third parties engaged or retained by Developer or the Design-Build Contractor for performance of Secured Work or supply of related services, materials or equipment have been paid all amounts due under their respective contracts or purchase agreements (in each case, other than amounts to be paid pursuant to this Payment Request, and in each case other than retainage and amounts in dispute of which

Developer has previously given TxDOT written notice setting forth in detail the amounts in dispute).

10. Prevailing wages have been paid to all employees of Developer, the Design-Build Contractor and all subcontractors in accordance with the rates set forth in the Agreement.

11. Also attached hereto are:

(a) A certificate and release signed by the Design-Build Contractor, each other prime Contractor for Secured Work, and each subcontractor or Supplier Utility Owner or other third party engaged or retained for performance of Secured Work or supply of related services, materials or equipment included in any preceding Payment Request for which Developer received payment, certifying that it has received payment in full for such services, materials or equipment, except only for retainage and amounts in dispute, stating any amounts in dispute and waiving and releasing any and all claims, liens or security interests, known or unknown, suspected or unsuspected, arising out of such services, materials or equipment against any person or property whatsoever, including TxDOT, the State, the Facility, any Payment Bond and any letters of credit, except potential claims against retainage, or letters of credit or certificates of deposit for retainage.

(b) An updated Schedule of Values reflecting the true Work performed.

(c) A current Maximum Payment Curve inclusive of all approved adjustments.

(d) An "Affidavit of Wages Paid" submitted by the Design-Build Contractor, each other prime Contractor for Secured Work, and each subcontractor, certifying wages paid and compliance with applicable prevailing wage requirements.

(e) Other support documentation as required by the Agreement or as appropriate to support this Payment Request.

"Developer"

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

By: _____

Its: _____

Date: _____

ATTACHMENT 3 TO EXHIBIT 7

MAXIMUM PAYMENT CURVE

DATE	AMOUNT ($'000's)
April 1, 2013	$2,798.10
July 1, 2013	$1,676.55
October 1, 2013	$1,351.92
January 1, 2014	$1,365.00
April 1, 2014	$1,020.75
July 1, 2014	$915.89
October 1, 2014	$943.92
January 1, 2015	$1,038.70
April 1, 2015	$1,255.40
July 1, 2015	$1,211.54
October 1, 2015	$1,075.28
January 1, 2016	$1,093.64
April 1, 2016	$1,055.29
July 1, 2016	$1,009.74
October 1, 2016	$1,009.74
January 1, 2017	$1,030.09
April 1, 2017	$1,008.42
July 1, 2017	$1,081.76
October 1, 2017	$1,118.43
January 1, 2018	$1,016.88
March 1, 2018	$122.97
Total	$24,200.00

ATTACHMENT 4 TO EXHIBIT 7

INITIAL GP PUBLIC FUNDS AMOUNTS
(assuming a Service Commencement Deadline of 12/31/30)
($millions)

1. 3A Ultimate Capacity Improvement:

   Component A[1]: $609
   Component B[2]: $256

   Total $865

2. 3B Ultimate Capacity Improvement:

   Component A[1]: $92
   Component B[2]: $211

   Total $303

3. Both the 3A Ultimate Capacity Improvement and the 3B Ultimate Capacity Improvement:

   Component A[1]: $701
   Component B[2]: $373

   Total $1,074

4. The entire 3A Ultimate Capacity Improvement in the event of a partial termination of Segment 3B:

   Component A[1]: $609
   Component B[2]: $151

   Total $760

[1] Cost of construction provided in 2012 dollars.

[2] Payment to Developer discounted to 12/31/12 at Equity IRR.

ATTACHMENT 5 TO EXHIBIT 7

ILLUSTRATIVE EXAMPLES OF THE CALCULATION OF THE APPLICABLE PERCENTAGE INCREASE

The following examples are provided exclusively to illustrate the calculation of the Applicable Percentage Increase and to aid in the understanding and interpretation of the applicable provisions set forth in Part D of Exhibit 7 of the Agreement. These examples shall not be used for any other purpose whatsoever. To the extent that there is any conflict between the following examples and the provisions of the Agreement set forth in the Agreement, the terms and conditions of the Agreement shall prevail.

All NPV amounts in these examples represent net present values of nominal dollar forecasts.

Example A: If TxDOT elects to place into service the entire GP Capacity Improvements at the same time in 2030:

1. NPV Calculations:
   A. 100
   B. 50
   C. 50

2. Calculation of the GP Capacity Improvement Factor:

   - Factor X = 33.5%
   - $$Applicable\ Percentage\ Increase = \frac{NPV\ (A)_{2030} - NPV\ (B)_{2030}}{NPV\ (A)_{2030} - NPV(C)_{2030}} \times Factor\ X$$

$$= \frac{100 - 50}{100 - 50} \times 33.5\% = \frac{50}{50} \times 33.5\% = 1 \times 33.5\% = 33.5\%$$

Example B: If TxDOT elects to place into service the entire GP Capacity Improvements in three portions in years 2030, 2040 and 2050:

1. NPV Calculations:

In year 2030	In year 2040	In year 2050
A. 100	A. 60	A. 15
B. 80	B. 50	B. 5
C. 50	C. 35	C. 5

2. Calculation of the GP Capacity Improvement Factor for Year 2030:

- Factor X = 33.5%
- $$Applicable\ Percentage\ Increase = \frac{NPV\ (A)_{2030} - NPV\ (B)_{2030}}{NPV\ (A)_{2030} - NPV(C)_{2030}} \times Factor\ X$$

$$= \frac{100 - 80}{100 - 50} \times 33.5\% = \frac{20}{50} \times 33.5\% = 0.4 \times 33.5\% = 13.4\%$$

3. Calculation of the GP Capacity Improvement Factor for Year 2040:

- $$Factor\ X = \frac{Immediately\ preceding\ Factor\ X - Immediately\ preceding\ Applicable\ Percentage\ Increase}{\frac{NPV\ (B)_{2030}}{NPV\ (A)_{2030}}}$$

$$= \frac{33.5\% - 13.4\%}{\frac{80}{100}} = \frac{20.1\%}{0.8} = 25.125\%$$

- $$Applicable\ Percentage\ Increase = \frac{NPV\ (A)_{2040} - NPV\ (B)_{2040}}{NPV\ (A)_{2040} - NPV(C)_{2040}} \times Factor\ X$$

$$= \frac{60 - 50}{80 - 35} \times 25.125\% = \frac{10}{25} \times 25.125\% = 0.4 \times 25.125\% = 10.05\%$$

4. Calculation of the GP Capacity Improvement Factor for Year 2050:

- $$Factor\ X = \frac{Immediately\ preceding\ Factor\ X - Immediately\ preceding\ Applicable\ Percentage\ Increase}{\frac{NPV\ (B)_{2040}}{NPV\ (A)_{2040}}}$$

$$= \frac{25.125\% - 10.05\%}{\frac{50}{60}} = \frac{15.075\%}{0.833} = 18.09\%$$

- $$Applicable\ Percentage\ Increase = \frac{NPV\ (A)_{2050} - NPV\ (B)_{2050}}{NPV\ (A)_{2050} - NPV(C)_{2050}} \times Factor\ X$$

$$= \frac{15 - 5}{15 - 5} \times 18.09\% = \frac{10}{10} \times 18.09\% = 1 \times 18.09\% = 18.09\%$$

EXHIBIT 8

FEDERAL REQUIREMENTS

Exhibit Description	No. of Pages
Attachment 1 – Federal Requirements for Federal-Aid Construction Projects	2
Attachment 2 – FHWA Form 1273	24
Attachment 3 – Wage Determination of the Secretary of Labor	4
Attachment 4 – Equal Employment Opportunity	6
Attachment 5 – Affirmative Action	5
Attachment 6 – Lobbying Certification	1
Attachment 7 – Compliance with Buy America Requirements	2
Attachment 8 – Certification of Nondiscrimination in Employment	1
Attachment 9 – On the Job Training Program	1
Attachment 10 – Compliance with Section 1604(b)(s) of SAFETEA-LU	2

ATTACHMENT 1 TO EXHIBIT 8

FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL. — The Work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273," are included in this Exhibit 8. Whenever in said required contract provisions references are made to:

(a) "contracting officer" or "authorized representative" such references shall be construed to mean TxDOT or its Authorized Representative;

(b) "contractor", "prime contractor", "bidder", "Federal-aid construction contractor" "prospective first tier participant" or First Tier Participant such references shall be construed to mean Developer or its authorized representative and/or the Design-Build Contractor or its authorized representative, as the case may be;

(c) "contract", "prime contract", "Federal-aid construction contract" or "design-build contract", such references shall be construed to mean the Facility Agreement between Developer and TxDOT for the Facility and/or the Design-Build Contract;

(d) "subcontractor", "supplier", "vendor", "prospective lower tier participant", lower tier prospective participant", "Lower Tier participant" or "lower tier subcontractor", such references shall be construed to mean any Contractor (other than NTTA or the Design-Build Contractor) or Supplier; and

(e) "department", "agency", "department or agency with which this transaction originated" or "contracting agency" such references shall be construed to mean TxDOT, except where a different department or agency or officer is specified.

PERFORMANCE OF PREVIOUS CONTRACT. — In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the Form 1273 required contract provisions, Developer shall cause the contractor to comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of $10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION. — The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary Projects. Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be

awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28 U.S.C., Sec. 1746, is included in the Proposal.

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING. — Part 26, Title 49, Code of Federal Regulations applies to the Facility. Pertinent sections of said Code are incorporated within other sections of the Agreement and the TxDOT Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

CONVICT PRODUCED MATERIALS

a. FHWA Federal-aid projects are subject to 23 CFR § 635.417, Convict produced materials.

b. Materials produced after July 1, 1991, by convict labor may only be incorporated in a Federal aid highway construction project if such materials have been: (i) produced by convicts who are on parole, supervised release, or probation from a prison, or (ii) produced in a prison project in which convicts, during the 12 month period ending July 1, 1987, produced materials for use in Federal aid highway construction projects, and the cumulative annual production amount of such materials for use in Federal aid highway construction does not exceed the amount of such materials produced in such project for use in Federal aid highway construction during the 12 month period ending July 1, 1987.

ACCESS TO RECORDS

a. As required by 49 CFR 18.36(i)(10), Developer and its contractor and subcontractors shall allow FHWA and the Comptroller General of the United States, or their duly authorized representatives, access to all books, documents, papers, and records of Developer, contractor and subcontractors which are directly pertinent to any grantee or subgrantee contract, for the purpose of making audit, examination, excerpts, and transcriptions thereof. In addition, as required by 49 CFR 18.36(i)(11), Developer and its contractor and subcontractors shall retain all such books, documents, papers, and records for three years after final payment is made pursuant to any such contract and all other pending matters are closed.

b. Developer agrees to include this section in each contract and subcontract at each tier, without modification except as appropriate to identify the contractor or subcontractor who will be subject to its provisions.

ATTACHMENT 2 TO EXHIBIT 8

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA Form 1273

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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant

to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-

minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.
The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also,

regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(ii) The classification is utilized in the area by the construction industry; and
(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out

accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).
Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.
The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits,

trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).
Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of

its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who

is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT 3 TO EXHIBIT 8

FEDERAL PREVAILING WAGE RATE

General Decision Number: TX120035 01/06/2012 TX35
Superseded General Decision Number: TX20100042
State: Texas
Construction Type: Highway
Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.
HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/06/2012

* SUTX2011-007 08/03/2011

	Rates	Fringes
CONCRETE FINISHER (Paving and Structures).....	$14.12	
ELECTRICIAN	$19.80	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	$13.16	
Structures.....	$13.84	
LABORER		
Asphalt Raker.....	$12.69	
Flagger.....	$10.06	
Laborer, Common.....	$10.72	
Laborer, Utility.....	$12.32	
Pipelayer.....	$13.24	
Work Zone Barricade Servicer.....	$11.68	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	$15.32	
Asphalt Paving Machine.....	$13.99	
Broom or Sweeper.....	$11.74	
Concrete Pavement Finishing Machine	$16.05	
Concrete Saw.....	$14.48	
Crane Operator, Lattice Boom 80 Tons or Less	$17.27	
Crane Operator, Lattice Boom over 80 Tons.....	$20.52	
Crane, Hydraulic 80 Tons or Less.....	$18.12	
Crawler Tractor.....	$14.07	
Excavator, 50,000 pounds or less.....	$17.19	
Excavator, over 50,000 pounds.....	$16.99	
Foundation Drill, Truck Mounted.....	$21.07	
Foundation Drill, Crawler Mounted.....	$17.99	
Front End Loader 3 CY or Less.....	$13.69	

Front End Loader, over 3 CY.....	$14.72
Loader/Backhoe.....	$15.18
Mechanic.....	$17.68
Milling Machine.....	$14.32
Motor Grader, Fine Grade.....	$17.19
Motor Grader, Rough.....	$16.02
Pavement Marking Machine.....	$13.63
Reclaimer/Pulverizer.....	$11.01
Roller, Asphalt.....	$13.08
Roller, Other.....	$11.51
Scraper.....	$12.96
Small Slipform Machine.....	$15.98
Spreader Box.....	$14.73
Servicer.....	$14.58
Steel Worker (Reinforcing).....	$16.18
TRUCK DRIVER	
Lowboy-Float.....	$16.24
Off Road Hauler.....	$12.25
Single Axle.....	$12.31
Single or Tandem Axle Dump Truck.....	$12.62
Tandem Axle Tractor with Semi Trailer.....	$12.86
Transit-Mix.....	$14.14
WELDER.....	$14.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1. Has there been an initial decision in the matter? This can be:

   * an existing published wage determination
   * a survey underlying a wage determination
   * a Wage and Hour Division letter setting forth a position on a wage determination matter
   * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal pocess described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2. If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3. If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4. All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ATTACHMENT 4 TO EXHIBIT 8

EQUAL EMPLOYMENT OPPORTUNITY

SPECIAL PROVISION

000---006

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions

participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or any Federal procurement contracting officer. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral Process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and Collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news

media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures

that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. Nondiscrimination programs require that Federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally funded or not. The factors prohibited from serving as a basis for action or inaction which discriminates include race, color, national origin, sex, age, and handicap/disability. The efforts to prevent discrimination must address, but not be limited to a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training opportunities, investigations of complaints, allocations of funds, prioritization of projects, and the functions of right-of-way, research, planning, and design.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when

assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the Contractor and the subcontractors holding subcontracts, not including material suppliers, of $10,000 or more, shall submit for every month of July during which work is per-formed, employment data as contained under Form PR 1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

ATTACHMENT 5 TO EXHIBIT 8

AFFIRMATIVE ACTION

SPECIAL PROVISION
000---004
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. **General.** In addition to the affirmative action requirements of the Special Provision titled "Standard Federal Equal Employment Opportunity Construction Contract Specifications" as set forth elsewhere in this proposal, the Bidder's attention is directed to the specific requirements for utilization of minorities and females as set forth below.

2. **Goals.**

   a. Goals for minority and female participation are hereby established in accordance with 41 CFR 60-4.

   b. The goals for minority and female participation expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation in each trade (per-cent)	Goals for female participation in each trade (per-cent)
See Table 1	6.9

   c. These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Standard Federal Equal Employment Opportunity Construction Contract Specifications Special Provision and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

d. A contractor or subcontractor will be considered in compliance with these provisions by participation in the Texas Highway-Heavy Branch, AGC, Statewide Training and Affirmative Action Plan. Provided that each contractor or subcontractor participating in this plan must individually comply with the equal opportunity clause set forth in 41 CFR 60-1.4 and must make a good faith effort to achieve the goals set forth for each participating trade in the plan in which it has employees. The overall good performance of other contractors and subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the goals contained in these provisions. Contractors or subcontractors participating in the plan must be able to demonstrate their participation and document their compliance with the provisions of this Plan.

3. **Subcontracting.** The Contractor shall provide written notification to the Department within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation pending concurrence of the Department in the award. The notification shall list the names, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. **Covered Area.** As used in this special provision, and in the contract resulting from this solicitation, the geographical area covered by these goals for female participation is the State of Texas. The geographical area covered by these goals for other minorities are the counties in the State of Texas as indicated in Table 1.

5. **Reports.** The Contractor is hereby notified that he may be subject to the Office of Federal Contract Compliance Programs (OFCCP) reporting and record keeping requirements as provided for under Executive Order 11246 as amended. OFCCP will provide direct notice to the Contractor as to the specific reporting requirements that he will be expected to fulfill.

Table 1

County	Goals for Minority Participation	County	Goals for Minority Participation
Anderson	22.5	Concho	20.0
Andrews	18.9	Cooke	17.2
Angelina	22.5	Coryell	16.4
Aransas	44.2	Cottle	11.0
Archer	11.0	Crane	18.9
Armstrong	11.0	Crockett	20.0
Atascosa	49.4	Crosby	19.5
Austin	27.4	Culberson	49.0
Bailey	19.5	Dallam	11.0
Bandera	49.4	Dallas	18.2
Bastrop	24.2	Dawson	19.5
Baylor	11.0	Deaf Smith	11.0
Bee	44.2	Delta	17.2
Bell	16.4	Denton	18.2
Bexar	47.8	DeWitt	27.4
Blanco	24.2	Dickens	19.5
Borden	19.5	Dimmit	49.4
Bosque	18.6	Donley	11.0
Bowie	19.7	Duval	44.2
Brazoria	27.3	Eastland	10.9
Brazos	23.7	Ector	15.1
Brewster	49.0	Edwards	49.4
Briscoe	11.0	Ellis	18.2
Brooks	44.2	El Paso	57.8
Brown	10.9	Erath	17.2
Burleson	27.4	Falls	18.6
Burnet	24.2	Fannin	17.2
Caldwell	24.2	Fayette	27.4
Calhoun	27.4	Fisher	10.9
Callahan	11.6	Floyd	19.5
Cameron	71.0	Foard	11.0
Camp	20.2	Fort Bend	27.3
Carson	11.0	Franklin	17.2
Cass	20.2	Freestone	18.6
Castro	11.0	Frio	49.4
Chambers	27.4	Gaines	19.5
Cherokee	22.5	Galveston	28.9
Childress	11.0	Garza	19.5
Clay	12.4	Gillespie	49.4
Cochran	19.5	Glasscock	18.9
Coke	20.0	Goliad	27.4
Coleman	10.9	Gonzales	49.4
Collin	18.2	Gray	11.0
Collingsworth	11.0	Grayson	9.4
Colorado	27.4	Gregg	22.8
Comal	47.8	Grimes	27.4
Comanche	10.9	Guadalupe	47.8

County	Goals for Minority Participation	County	Goals for Minority Participation
Hale	19.5	Lavaca	27.4
Hall	11.0	Lee	24.2
Hamilton	18.6	Leon	27.4
Hansford	11.0	Liberty	27.3
Hardeman	11.0	Limestone	18.6
Hardin	22.6	Lipscomb	11.0
Harris	27.3	Live Oak	44.2
Harrison	22.8	Llano	24.2
Hartley	11.0	Loving	18.9
Haskell	10.9	Lubbock	19.6
Hays	24.1	Lynn	19.5
Hemphill	11.0	Madison	27.4
Henderson	22.5	Marion	22.5
Hidalgo	72.8	Martin	18.9
Hill	18.6	Mason	20.0
Hockley	19.5	Matagorda	27.4
Hood	18.2	Maverick	49.4
Hopkins	17.2	McCulloch	20.0
Houston	22.5	McLennan	20.7
Howard	18.9	McMullen	49.4
Hudspeth	49.0	Medina	49.4
Hunt	17.2	Menard	20.0
Hutchinson	11.0	Midland	19.1
Irion	20.0	Milam	18.6
Jack	17.2	Mills	18.6
Jackson	27.4	Mitchell	10.9
Jasper	22.6	Montague	17.2
Jeff Davis	49.0	Montgomery	27.3
Jefferson	22.6	Moore	11.0
Jim Hogg	49.4	Morris	20.2
Jim Wells	44.2	Motley	19.5
Johnson	18.2	Nacogdoches	22.5
Jones	11.6	Navarro	17.2
Karnes	49.4	Newton	22.6
Kaufman	18.2	Nolan	10.9
Kendall	49.4	Nueces	41.7
Kenedy	44.2	Ochiltree	11.0
Kent	10.9	Oldham	11.0
Kerr	49.4	Orange	22.6
Kimble	20.0	Palo Pinto	17.2
King	19.5	Panola	22.5
Kinney	49.4	Parker	18.2
Kleberg	44.2	Parmer	11.0
Knox	10.9	Pecos	18.9
Lamar	20.2	Polk	27.4
Lamb	19.5	Potter	9.3
Lampasas	18.6	Presidio	49.0
LaSalle	49.4	Rains	17.2

County	Goals for Minority Participation	County	Goals for Minority Participation
Randall	9.3	Webb	87.3
Reagan	20.0	Wharton	27.4
Real	49.4	Wheeler	11.0
Red River	20.2	Wichita	12.4
Reeves	18.9	Wilbarger	11.0
Refugio	44.2	Willacy	72.9
Roberts	11.0	Williamson	24.1
Robertson	27.4	Wilson	49.4
Rockwall	18.2	Winkler	18.9
Runnels	20.0	Wise	18.2
Rusk	22.5	Wood	22.5
Sabine	22.6	Yoakum	19.5
San Augustine	22.5	Young	11.0
San Jacinto	27.4	Zapata	49.4
San Patricio	41.7	Zavala	49.4
San Saba	20.0		
Schleicher	20.0		
Scurry	10.9		
Shackelford	10.9		
Shelby	22.5		
Sherman	11.0		
Smith	23.5		
Somervell	17.2		
Starr	72.9		
Stephens	10.9		
Sterling	20.0		
Stonewall	10.9		
Sutton	20.0		
Swisher	11.0		
Tarrant	18.2		
Taylor	11.6		
Terrell	20.0		
Terry	19.5		
Throckmorton	10.9		
Titus	20.2		
Tom Green	19.2		
Travis	24.1		
Trinity	27.4		
Tyler	22.6		
Upshur	22.5		
Upton	18.9		
Uvalde	49.4		
Val Verde	49.4		
Van Zandt	17.2		
Victoria	27.4		
Walker	27.4		
Waller	27.3		
Ward	18.9		
Washington	27.4		

ATTACHMENT 6 TO EXHIBIT 8

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

By signing and submitting its proposal or bid, and by executing the Agreement or Subcontract, each prospective Developer and subcontractor (at all tiers) shall be deemed to have signed and delivered the following:

1. The prospective Developer/subcontractor certifies, to the best of its knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and shall include a copy of said form in its proposal or bid, or submit it with the executed Agreement or Subcontract.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. Developer/subcontractor shall require that the language of this certification be included in all lower tier Subcontracts which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure or failure.]

ATTACHMENT 7 TO EXHIBIT 8

COMPLIANCE WITH BUY AMERICA REQUIREMENTS

Developer shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 CFR 635.410, which permits FHWA participation in the Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the contract price under the Agreement.

Concurrently with execution of the Agreement, Developer has completed and submitted, or shall complete and submit, to TxDOT a Buy America Certificate, in format below. After submittal, Developer is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Agreement be investigated, Developer has the burden of proof to establish that it is in compliance.

At Developer's request, TxDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Developer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by TxDOT. A request for a waiver shall be treated as a Request for Change Order under Section 14.2 of the Agreement.

BUY AMERICA CERTIFICATE

The undersigned certifies on behalf of itself and all proposed Subcontractors (at all tiers) that only domestic steel and iron will be used in the Project.

A. Developer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Contract Price.

B. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Contract be investigated, Developer has the burden of proof to establish that it is in compliance.

C. At Developer's request, TxDOT may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, Developer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by TxDOT.

DEVELOPER	
SIGNATURE	
NAME (printed or typed)	
TITLE	
DATE	

ATTACHMENT 8 TO EXHIBIT 8

NONDISCRIMINATION IN EMPLOYMENT

2004 Specifications

SPECIAL PROVISION

000---009

Certification of Nondiscrimination in Employment

By signing this proposal, the bidder certifies that he has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, or if he has not participated in a previous contract of this type, or if he has had previous contract or subcontracts and has not filed, he will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

ATTACHMENT 9 TO EXHIBIT 8

ON-THE-JOB TRAINING

2004 Specifications

SPECIAL PROVISION
000—1676
On-the-Job Training Program

1. **Description.** The primary objective of this Special Provision is the training and advancement of minorities, women and economically disadvantaged persons toward journeyworker status. Accordingly, make every effort to enroll minority, women and economically disadvantaged persons to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used to discriminate against any applicant for training, whether or not he/she is a member of a minority group.

2. **Trainee Assignment.** Training assignments are determined based on the past contract volume of federal-aid work performed with the Department. Contractors meeting the selection criteria will be notified of their training assignment at the beginning of the reporting year by the Department's Office of Civil Rights.

3. **Program Requirements.** Fulfill all of the requirements of the On-the-Job Training Program including the maintenance of records and submittal of periodic reports documenting program performance. Trainees shall be paid at least 60% of the appropriate minimum journeyworker's rate specified in the contract for the first half of the training period, 75% for the third quarter and 90% for the last quarter, respectively. Contractors may be reimbursed $0.80 per training hour at no additional cost to the Department.

4. **Compliance.** The Contractor will have fulfilled the contractual responsibilities by having provided acceptable training to the number of trainees specified in their goal assignment. Noncompliance may be cause for corrective and appropriate measures pursuant to Article 8.6., "Abandonment of Work or Default of Contract," which may be used to comply with the sanctions for noncompliance pursuant to 23 CFR Part 230.

ATTACHMENT 10 TO EXHIBIT 8

COMPLIANCE WITH SECTION 1604(b)(3) OF THE SAFE, ACCOUNTABLE, FLEXIBLE, EFFICIENT TRANSPORTATION EQUITY ACT: A LEGACY FOR USERS (SAFETEA-LU) AND WITH THE AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE FEDERAL HIGHWAY ADMINISTRATION

(THE "TOLL AGREEMENT")

6. **Monitoring and Reporting**

   a. The agreement between TxDOT and the FHWA included in the Reference Information Documents ("Toll Agreement") requires TxDOT to annually monitor and report to FHWA the Facility's performance with respect to the achievement of established performance goals.

   b. To enable TxDOT to perform such monitoring and submit such reports, Developer shall perform such monitoring, shall coordinate with Governmental Entities as necessary to collect applicable information and shall provide to TxDOT not later than February 1 after the end of each calendar year, starting with the calendar year in which the first Service Commencement Date occurs, a draft monitoring report containing all of the data required in Attachment 2 of the Toll Agreement, in form reasonably acceptable to TxDOT. Developer shall verify the contents of the monitoring report and submit a final monitoring report, in form reasonably acceptable to TxDOT, not later than March 15 of each such calendar year. Developer shall cooperate with TxDOT in finalizing the monitoring report. If FHWA prescribes a form of monitoring report from TxDOT, including any certifications regarding the performance of the Facility, then Developer shall deliver to TxDOT a monitoring report and any required certifications in the same form.

7. **Annual Audit of Records**

   a. The Toll Agreement requires TxDOT to annually audit the records of the Facility for compliance with the provisions of the Toll Agreement, and to report the audit results to FHWA. The Toll Agreement provides that in lieu of TxDOT performing the audit, TxDOT may deliver to FHWA a report of an independent auditor furnished by Developer.

   b. To enable TxDOT to comply with such annual audit requirement as it relates to compliance with the obligation in the Toll Agreement to adequately maintain the Facility, Developer shall prepare and deliver to TxDOT a written report of the results of each quarterly Audit Inspection and Asset Condition Score by Developer. TxDOT shall have the right to deliver to FHWA copies of such reports, as well as copies of reports from the Independent Engineer of its Audit Inspections and its assessments of the accuracy of Developer's O&M Records. In addition, Developer shall permit FHWA to audit Developer's O&M Records upon request.

c. If FHWA requires an annual audit to verify compliance with the Toll Agreement's provisions regarding use of Toll Revenues, then to enable TxDOT to comply with such annual audit requirement, Developer shall deliver to TxDOT, not later than 90 Days after the end of each Fiscal Year of Developer during the Term, an audited financial statement. The audited financial statement shall include statements of revenues and expenses, assets and liabilities, and net profits from operations. The audited statements shall be prepared by a reputable, independent certified public accountant according to U.S. GAAP, consistently applied. TxDOT shall have the right to deliver copies of such audited statements to FHWA.

EXHIBIT 9

MILESTONE SCHEDULE

Milestone	Deadline	Applicable to:
NTP2 Conditions Deadline	The later of (a) 30 days after the date TxDOT issues NTP1 or (b) 30 days after the date on which Financial Close occurs	Developer
Commencement of Construction Work	The date TxDOT issues NTP2	Developer
Service Commencement Deadline for each Facility Segment other than the Segment 3B Facility Segment	The earlier of (a) 60 months after the date TxDOT issues NTP2 or (b) 60 days after Substantial Completion	Developer
Original Expected TxDOT Substantial Completion Date	November 1, 2017	TxDOT
Expected TxDOT Substantial Completion Date	November 1, 2017, as the same may be extended for TxDOT Relief Events, as set forth in Section 25.6 of the Agreement	TxDOT
Original Long Stop Date for TxDOT Substantial Completion	18 months after the Original Expected TxDOT Substantial Completion Date	TxDOT
Long Stop Date for TxDOT Substantial Completion	18 months after the Expected TxDOT Substantial Completion Date, as the same may be extended for TxDOT Relief Events, as set forth in Section 25.6 of the Agreement	TxDOT
Service Commencement Deadline for the Segment 3B Facility Segment	60 days after the TxDOT Substantial Completion Date	Developer
Final Acceptance Deadline for each Facility Segment (including the Segment 3B Facility Segment)	90 days after the applicable Service Commencement Deadline	Developer
Long Stop Date for each Facility Segment (including the Segment 3B Facility Segment)	18 months after the applicable Service Commencement Deadline	Developer

EXHIBIT 10

PRELIMINARY BASELINE SCHEDULE

[Attached]

NTE 3A / Interchange FBS-1 Approach / Narrative

Facility Baseline Schedule # 1 (FBS-1)

for the NTE 3A and Interchange Project

August 4, 2012

NTE 3A / Interchange FBS-1 Approach / Narrative

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9.0 Critical Path .....

August 4, 2012

NTE 3A / Interchange FBS-1 Approach / Narrative

1.0 Introduction

The NTE 3A / IC baseline project schedule attempts to mirror the intention and execution of the proposal schedule. It should be noted that at this early stage, with no construction drawings, and only the schematics available, this schedule is and will continue to be a work in progress ("Rollling Wave Planning). This baseline schedule will continue to be improved upon, as more information, details, drawings, design and traffic control plans are made available.

We believe this schedule is a sound, high-level presentation of how we can accomplish this project within the constraints identified in the contract and within the time frames allowed. As more information is made available, the schedule will be revised to present any changes in our approach and to break down the Segments into smaller more manageable portions of work.

There are two significant milestones for this project:

- Service Commencement Date = NTP2 + 60 months
- Final Acceptance Deadline = NTP2 + 63 months

It is anticipated that NTP1 and NTP2 will be received on, or about, October 1, 2012 and April 1 2013, respectively. This FBS-1 submittal is based upon these foregoing anticipated dates.

The construction schedule for the NTE 3A / IC project, is based upon the original proposal schedule as well as available design schematics. As design is developed for the various areas of the project, it becomes possible to detail more construction activities in the schedule.

The construction schedule is divided into two segments, "The IH 35W / 820 interchange" and "Segment 3A from Meacham Blvd to IH 30". Each Segment is organized by the phases and stages of construction. The Phases used in the schedule are not a timing tool, but are merely a way to break the work down into more manageable portions and therefore should not be viewed as a necessary sequence for accomplishment of a segment. That is, Phase 1 does not always need to be completed before Phase 2 can begin. This is also true with the Stages. Stage 1 does not always need to be completed before Stage 2 begins.

2.0 Schedule Organization & Structure

The Work Breakdown Structure (WBS) for the NTE 3A / IC Schedule (FBS-1) has been organized in the following order:

- Project Discipline (Design / Utilities / Right of Way / Construction etc)
- Segment 3A Construction / Interchange Construction
- Phases of Construction
- Stages of Construction
- Type of Roadworks (Frontage Road, General Purpose Lanes / Managed Lanes etc) and Location (Meacham to Dewey / Dewey to South of Trinity River, etc)
- Type of Construction work (Traffic Control, Drainage, Roadworks, Bridges, etc)

3.0 Design Approach

The Design is broken down into four major categories: 1) Preliminary Design 2) Roadway Design 3) Bridge Design and 4) Retaining Wall Design. The Design of the various elements are represented by a unique activity that lasts for approximately six months.

The preliminary design activities reflect the survey and geotech investigation works required to initiate the major design activities on the project. Currently, it is anticipated that the preliminary design work will last for approximately three months.

The roadway design is divided into different road categories (Frontage Roads (FR's), Ramps, General Purpose Lanes (GPL's) and Managed Lanes (ML's). Each design element is tied logically, within the schedule, to the start of construction work in that area.

At this point, it is anticipated that each bridge will be designed as a single package. However, some packages may end up being split into separate Foundation, Substructure and Superstructure packages, in order to expedite critical construction work, if need be. There are currently 57 bridge design packages in FBS-1. Bridges that cross the Trinity River (Bridges 224, 225, 226, 232, 242, and 243) will need reviews from TRWD and USACE and are reflected in the schedule with extended durations.

Also, the NTE 3A / IC project has 89 retaining walls (MSE & Soldier Pile Walls).

4.0 Utilities

There are numerous utilities, within the alignment, that may impact our work. We have included an activity for every utility-relocation identified to date that is in conflict with the schematics currently available. It is expected, however, that the number and extent of the conflicts will vary as design progresses. As soon as design reaches a sufficient level of completion, relationships between the utility relocations and the construction work can be made (or enhanced) with more certainty. Additionally, the durations for the relocation work are estimated. As the negotiations with Utility Owners are completed, those estimated durations will likely need to be adjusted to reflect the agreed upon periods/durations for the relocations to occur.

5.0 Right of Way Acquisition

A total of 129 Right of Way acquisition packages have been identified in the schedule, that need to be acquired as a part of the NTE 3A/IC Project. Out of the 129 packages, 38 parcels need relocation efforts. Based on the anticipated complexity of the acquisition process, several parcels have been identified as "COMPLEX" with anticipated overall duration of up to 24 months.

Out of the 26 Complex Parcels, 4 (Parcels 108, 109, 110 and 167) are on the longest path of the project as they affect the start of construction on the Northbound Frontage Road (NBFR) between South of Trinity River and IH 30.

6.0 Activity IDs

In general, the Activity IDs identify the activities' Segment, Direction of Roadway, Roadway type, location, discipline and Type of Work. Activity IDs have been modified to follow this convention.

Example: 3ANBFRMDEWRD121120

Where, 3A= Segment 3A, NB= Northbound, FR= Frontage Road, MD = Meacham to Dewey, EW = Earthwork, RD = Roadwork

This convention varies slightly with non construction activities (Design, Utilities, and Right of Way).

7.0 Calendars

- NTE 3A-IC - 7 Day Work Week
- NTE 3A-IC - Standard 5 Day Workweek
- NTE 3A-IC - Standard 5 Day Workweek w/ Basic Holidays
- NTE 3A-IC - Standard 5 Day Work Week with TxDOT Holidays
- NTE 3A-IC - Earthwork Weather Calendar. The NOAA averages for the Dallas / Fort Worth area were used to remove work days based on the average number of weather days each month.
- NTE 3A-IC - Structure Weather Calendar. This calendar is based on the Earthwork calendar but with approximately 1/3 less days and is tied to concrete work.

(Weekend or Other Special Calendars will be developed when the need arises.)

8.0 Construction Summaries

8.1 Interchange Construction (IH 35W and 820)

The Interchange construction has been divided into four phases. Each phase in the interchange construction has to be finished before the next phase is started.

Phase 1:

- Construction of Drainage and Roadworks on Northbound and Southbound Frontage Roads including Bridges 33 and 34 over Little Fossil Creek.
- Construction of Bridge 4 – 35W Managed Lanes over 820
- Construction of Northbound and Southbound General Purpose Lane Bridges (Northbound Bridge1 and Southbound Bridge 7)
- Construction of Ramps / Direct Connectors in all four direction including bridges

Phase 2:

- Construction of General Purpose and Managed Lanes Bridge 32 over Little Fossil Creek
- Construction of Eastbound and Westbound Managed Lane connections on 820.
- Construction of ramps and Direct Connectors including bridges 10, 12, 16, 17, 18 and 21

Phase 3:

- Construction of Northbound and Southbound General Purpose Lane Roadworks including Traffic Detours, Drainage, Earthwork, Asphalt Pavement Signs, Striping and Lighting.
- Construction of Direct Connector Ramps (Bridges 13, 15, 16 and 17)

Phase 4:

- Construction of Eastbound and Westbound Managed Lanes, General Purpose Lanes and Ramps including Bridges 10 and 17.
- Placing Topsoil, Seeding and Sodding Landscape Areas in all four directions.

8.2 Segment 3A Construction - IH 35W from Meacham Blvd. to IH 30

Segment 3A has been divided into four phases with each phase consisting of several stages of construction as follows:

Phase 1 Stage 1:

- Construction of Drainage, Roadwork and Retaining Wall at Yucca Ave / Northside Drive Cross Street.
- Construction of Bridge 237 (Cross Street Spur 280 over 35W)
- Construction of Temporary Detours and Retaining Walls at SH 183 / NE 28th Street
- Construction of Northbound and Southbound Frontage Roads including MSE Retaining walls S14, S16A, S20 and S32 and Soldier Pile Walls S12 and N13.
- Construction of Managed Lanes between Sta 795 and Sta 826 including Bridge 218 over the Rail Road tracks
- Construction of Southbound General Purpose Lanes including Bridges 205 and 217.
- Construction of Southbound Ramp Bridge 202 between Meacham and Dewey.

Phase 1 Stage 2:

- Construction of Cross Street Bridge 214 at SH 183 / NE 28th Street.
- Continue construction of Northbound and Southbound Frontage Roads including Retaining Walls N13, S14 and N32.
- Construction of Northbound ramp between Meacham and Dewey.

NTE 3A / Interchange FBS-1 Approach / Narrative

Phase 2 Stage 1:

- Construction of Retaining Wall 10A at Meacham Blvd.
- Construction of Southbound General Purpose Lanes including Bridges 208, 226, 230, 234 and 236
- Construction of Southbound Ramps from Meacham Blvd to IH 30.

Phase 2 Stage 2:

- Construction of Retaining Walls 21A and 21B at Cross Street SH 183
- Construction of Southbound General Purpose Lane Bridge 221, over Northside Dr.

Phase 2 Stage 3:

- Construction of temporary detours on Northbound Frontage Road from Dewey to South of Trinity River.
- Construction of Managed Lanes between Dewey and South of Trinity River (sta 775 to sta 795)
- Construction of Southbound General Purpose Lane Bridges 234 (Over 4th Street), 236 (Over RailRoad Tracks) and 240 9Over Meacham Blvd).

Phase 3 Stage 1:

- Construction of Retaining Walls 02A, 07A, 08A, 08B and 10A at Meacham Blvd.
- Construction of Northbound General Purpose Lane Bridges 207, 210 and 241.
- Construction of SH 183 entrance ramp to IH 35W Managed Lanes, including Bridge 212.

Phase 3 Stage 2:

- Construction of Northbound General Purpose Lane Bridges 219 and 224 between Dewey and South of Trinity River.
- Construction of Northbound General Purpose Lane Bridges 233 and 235 between South of Trinity River and IH 30.
- Construction of Northbound 35W exit ramp from Managed Lanes to General Purpose Lanes including bridge 203.
- Construction of Northbound entrance ramp from Spur 280 to 35W Managed Lanes including Bridge 231.
- Construction of Southbound 35W exit ramp to Spur 280 including Bridge 232.

Phase 3 Stage 3:

- Construction of Northbound Frontage Road between Dewey and South of Trinity River.
- Construction of Northbound General Purpose Lane Bridge 223, over Yucca Ave.
- Placing Topsoil, Seeding and Sodding on Northbound and Southbound Landscape areas for all of Segment 3A (Between Meacham Blvd and IH 30).

Phase 4 Stage 1

- Finish construction of cross raods at Meacham Blvd, E. 4th Street and Cypress Street.

- Finish Construction of Northbound & Southbound Managed Lanes including Bridges 225, 232, 242 and 243, over Trinity River.
- Finish Construction of Northbound and Southbound General Purpose Lanes.
- Finish construction of Southbound 35W, Managed Lane, exit ramps to SH 183 and Spur 280.

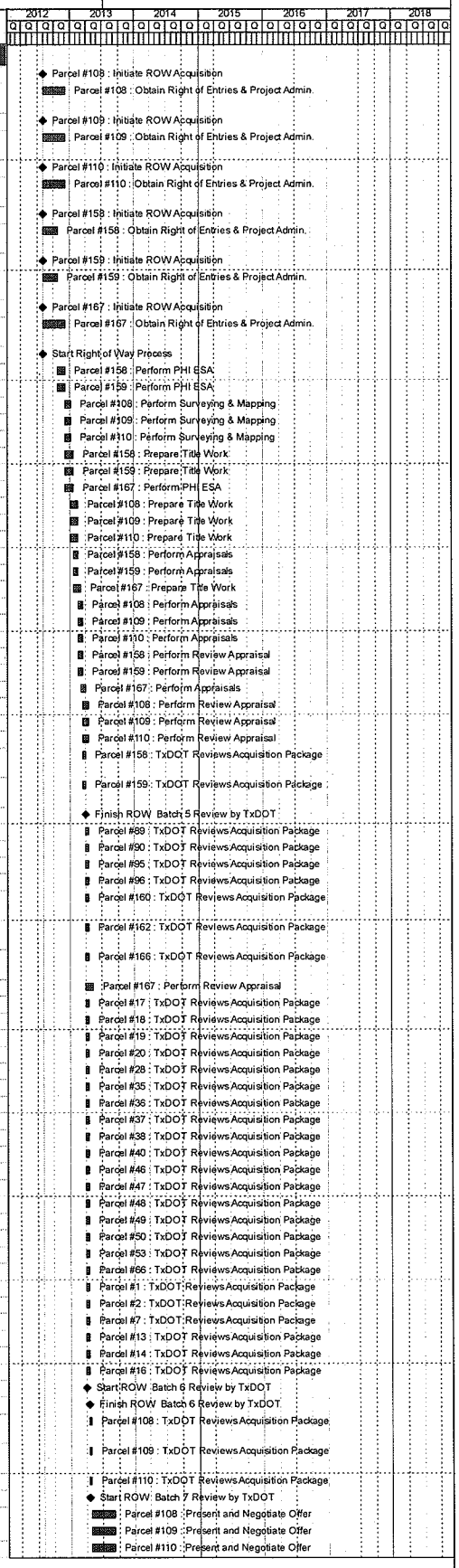
9.0 Critical Path

The project's Longest Path (Critical Path) starts off with the acquisition of several "complex" Right of Way packages/parcels, which then drives the construction of the Northbound Frontage Road between South of Trinity River and IH 30 (Seg 3A: Phase 1/ Stage 1). These Phase 1, Stage 1, Frontage Road activities then drive the Phase 2, Stage 2, Southbound General Purpose Lanes roadway in the same area.

The above work then drives the start of Segment 3A's Phase 2, Stage 3 work, which starts with Southbound General Purpose lanes, followed by the construction of General Purpose Lane Bridge 236 over the railroad tracks. The Longest Path then moves into Seg 3A's, Phase 3, Stage 1 of the Northbound General Purpose Lanes, including Bridge 207, followed by the finishing of Managed Lanes in Stage 1 of Phase 4. Thereafter, the Longest Path concludes with Substantial Completion and Service Commencement milestones, followed by Final Acceptance Preparations (Punchlist) and Final Acceptance.

NTE - Segment 3A & Interchange Project - FBS # 1 - Rev 8-6-12

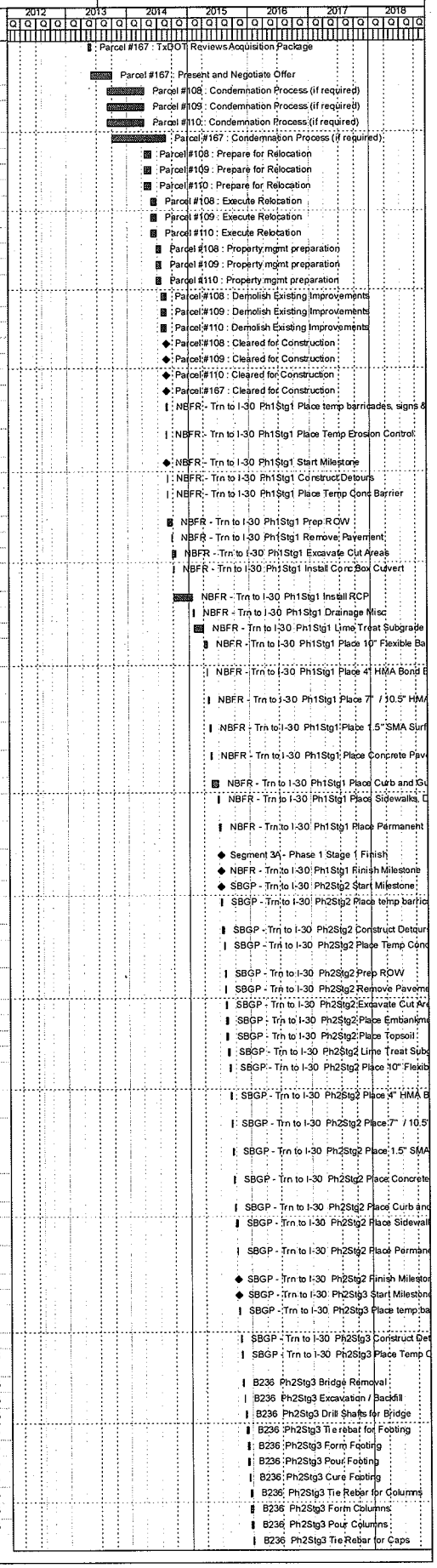
Activity ID	Activity Name	Orig Dur	Start	Finish
3ANBFRSIMSRO1081000	Parcel #108 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1081010	Parcel #108 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12
3ANBFRSIMSRO1091000	Parcel #109 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1091010	Parcel #109 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12
3ANBFRSIMSRO1101000	Parcel #110 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1101010	Parcel #110 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12
3ANBFRSIMSRO1581000	Parcel #158 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1581010	Parcel #158 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12
3ANBFRSIMSRO1591000	Parcel #159 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1591010	Parcel #159 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12
3ANBFRSIMSRO1671000	Parcel #167 : Initiate ROW Acquisition	0	01-Aug-12	
3ANBFRSIRO1671010	Parcel #167 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12
NTE-ROWSTART	Start Right of Way Process	0	01-Aug-12*	
3ANBFRSIRO1581030	Parcel #158 : Perform PHI ESA	30	25-Oct-12	06-Dec-12
3ANBFRSIRO1591030	Parcel #159 : Perform PHI ESA	30	25-Oct-12	06-Dec-12
3ANBFRSIRO1081020	Parcel #108 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13
3ANBFRSIRO1091020	Parcel #109 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13
3ANBFRSIRO1101020	Parcel #110 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13
3ANBFRSIRO1581050	Parcel #158 : Prepare Title Work	30	07-Dec-12	21-Jan-13
3ANBFRSIRO1591050	Parcel #159 : Prepare Title Work	30	07-Dec-12	21-Jan-13
3ANBFRSIRO1671030	Parcel #167 : Perform PHI ESA	30	07-Dec-12	21-Jan-13
3ANBFRSIRO1081050	Parcel #108 : Prepare Title Work	30	08-Jan-13	18-Feb-13
3ANBFRSIRO1091050	Parcel #109 : Prepare Title Work	30	08-Jan-13	18-Feb-13
3ANBFRSIRO1101050	Parcel #110 : Prepare Title Work	30	08-Jan-13	18-Feb-13
3ANBFRSIRO1581060	Parcel #158 : Perform Appraisals	20	22-Jan-13	18-Feb-13
3ANBFRSIRO1591060	Parcel #159 : Perform Appraisals	20	22-Jan-13	18-Feb-13
3ANBFRSIRO1671050	Parcel #167 : Prepare Title Work	30	22-Jan-13	04-Mar-13
3ANBFRSIRO1081060	Parcel #108 : Perform Appraisals	20	19-Feb-13	18-Mar-13
3ANBFRSIRO1091060	Parcel #109 : Perform Appraisals	20	19-Feb-13	18-Mar-13
3ANBFRSIRO1101060	Parcel #110 : Perform Appraisals	20	19-Feb-13	18-Mar-13
3ANBFRSIRO1581070	Parcel #158 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13
3ANBFRSIRO1591070	Parcel #159 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13
3ANBFRSIRO1671060	Parcel #167 : Perform Appraisals	20	05-Mar-13	01-Apr-13
3ANBFRSIRO1081070	Parcel #108 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13
3ANBFRSIRO1091070	Parcel #109 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13
3ANBFRSIRO1101070	Parcel #110 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13
3ANBFRSIRO1581080	Parcel #158 : TxDOT Reviews Acquisition Package	10	19-Mar-13	01-Apr-13
3ANBFRSIRO1591080	Parcel #159 : TxDOT Reviews Acquisition Package	10	19-Mar-13	01-Apr-13
NTE-ROW-BATCH5-1	Finish ROW Batch 5 Review by TxDOT	0		01-Apr-13
3ASBGPDTRO891080	Parcel #89 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBGPDTRO901080	Parcel #90 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBGPDTRO951080	Parcel #95 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBGPDTRO961080	Parcel #96 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRSIRO1601080	Parcel #160 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRSIRO1621080	Parcel #162 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRSIRO1661080	Parcel #166 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRSIRO1671070	Parcel #167 : Perform Review Appraisal	30	02-Apr-13	13-May-13
3ANBFRMDRO171080	Parcel #17 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO181080	Parcel #18 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO191080	Parcel #19 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO201080	Parcel #20 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBGPMDRO281080	Parcel #28 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO351080	Parcel #35 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO361080	Parcel #36 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO371080	Parcel #37 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO381080	Parcel #38 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO401080	Parcel #40 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO461080	Parcel #46 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO471080	Parcel #47 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO481080	Parcel #48 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ANBFRMDRO491080	Parcel #49 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO501080	Parcel #50 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO531080	Parcel #53 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRDTRO661080	Parcel #66 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO011080	Parcel #1 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO021080	Parcel #2 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO071080	Parcel #7 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO131080	Parcel #13 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO141080	Parcel #14 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
3ASBFRMDRO161080	Parcel #16 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13
NTE-ROW-BATCH6	Start ROW Batch 6 Review by TxDOT	0	02-Apr-13	
NTE-ROW-BATCH6-1	Finish ROW Batch 6 Review by TxDOT	0		15-Apr-13
3ANBFRSIRO1081080	Parcel #108 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13
3ANBFRSIRO1091080	Parcel #109 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13
3ANBFRSIRO1101080	Parcel #110 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13
NTE-ROW-BATCH7	Start ROW Batch 7 Review by TxDOT	0	16-Apr-13	
3ANBFRSIRO1081090	Parcel #108 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13
3ANBFRSIRO1091090	Parcel #109 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13
3ANBFRSIRO1101090	Parcel #110 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13



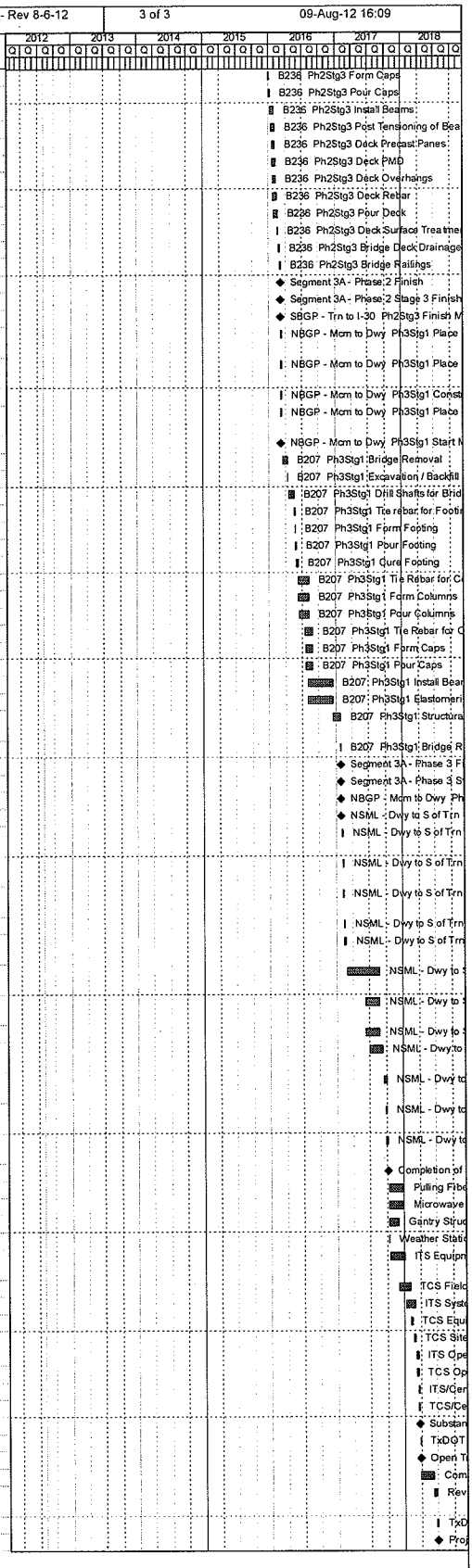
Actual Work ◆ Milestone
Remaining Work
Critical Remaining Work

NTE 3A / Interchange Project Longest Path

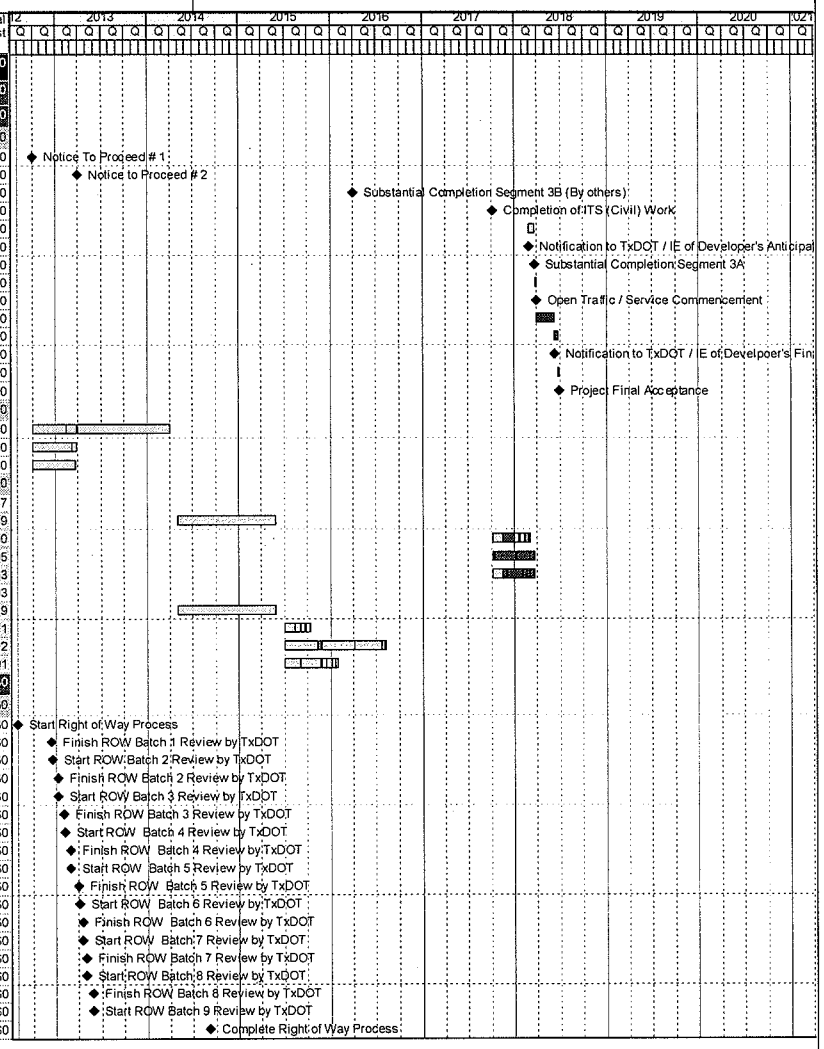
Activity ID	Activity Name	Orig Dur	Start	Finish
3ANBFRSIRO1671080	Parcel #167 : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13
3ANBFRSIRO1671090	Parcel #167 : Present and Negotiate Offer	90	29-May-13	03-Oct-13
3ANBFRSIRO1081110	Parcel #108 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14
3ANBFRSIRO1091110	Parcel #109 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14
3ANBFRSIRO1101110	Parcel #110 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14
3ANBFRSIRO1671110	Parcel #167 : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14
3ANBFRSIRO1081120	Parcel #108 : Prepare for Relocation	30	16-Apr-14	28-May-14
3ANBFRSIRO1091120	Parcel #109 : Prepare for Relocation	30	16-Apr-14	28-May-14
3ANBFRSIRO1101120	Parcel #110 : Prepare for Relocation	30	16-Apr-14	28-May-14
3ANBFRSIRO1081130	Parcel #108 : Execute Relocation	20	29-May-14	25-Jun-14
3ANBFRSIRO1091130	Parcel #109 : Execute Relocation	20	29-May-14	25-Jun-14
3ANBFRSIRO1101130	Parcel #110 : Execute Relocation	20	29-May-14	25-Jun-14
3ANBFRSIRO1081140	Parcel #108 : Property mgmt preparation	20	26-Jun-14	24-Jul-14
3ANBFRSIRO1091140	Parcel #109 : Property mgmt preparation	20	26-Jun-14	24-Jul-14
3ANBFRSIRO1101140	Parcel #110 : Property mgmt preparation	20	26-Jun-14	24-Jul-14
3ANBFRSIRO1081150	Parcel #108 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14
3ANBFRSIRO1091150	Parcel #109 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14
3ANBFRSIRO1101150	Parcel #110 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14
3ANBFRSIMSRO1081160	Parcel #108 : Cleared for Construction	0		21-Aug-14
3ANBFRSIMSRO1091160	Parcel #109 : Cleared for Construction	0		21-Aug-14
3ANBFRSIMSRO1101160	Parcel #110 : Cleared for Construction	0		21-Aug-14
3ANBFRSIMSRO1671120	Parcel #167 : Cleared for Construction	0		21-Aug-14
3ANBFRSITCTC111010	NBFR - Trn to I-30 Ph1Stg1 Place temp barricades, signs & striping	5	22-Aug-14	28-Aug-14
3ANBFRSITCTC111020	NBFR - Trn to I-30 Ph1Stg1 Place Temp Erosion Control	3	22-Aug-14	26-Aug-14
3ANBFRSIMSMS111000	NBFR - Trn to I-30 Ph1Stg1 Start Milestone	0	22-Aug-14	
3ANBFRSIDTTM111030	NBFR - Trn to I-30 Ph1Stg1 Construct Detours	2	27-Aug-14	28-Aug-14
3ANBFRSITCTC111040	NBFR - Trn to I-30 Ph1Stg1 Place Temp Conc Barrier	2	27-Aug-14	28-Aug-14
3ANBFRSIRMRD111090	NBFR - Trn to I-30 Ph1Stg1 Prep ROW	15	29-Aug-14	24-Sep-14
3ANBFRSIRMRD111100	NBFR - Trn to I-30 Ph1Stg1 Remove Pavement	3	22-Sep-14	24-Sep-14
3ANBFRSIEWRD111110	NBFR - Trn to I-30 Ph1Stg1 Excavate Cut Areas	13	26-Sep-14	16-Oct-14
3ANBFRSIDRDR111060	NBFR - Trn to I-30 Ph1Stg1 Install Conc Box Culvert	3	03-Oct-14	07-Oct-14
3ANBFRSIDRDR111070	NBFR - Trn to I-30 Ph1Stg1 Install RCP	60	03-Oct-14	23-Jan-15
3ANBFRSIDRDR111080	NBFR - Trn to I-30 Ph1Stg1 Drainage Misc	5	26-Jan-15	03-Feb-15
3ANBFRSISGRD111140	NBFR - Trn to I-30 Ph1Stg1 Lime Treat Subgrade	33	04-Feb-15	03-Apr-15
3ANBFRSISGRD111150	NBFR - Trn to I-30 Ph1Stg1 Place 10" Flexible Base	9	07-Apr-15	21-Apr-15
3ANBFRSISARD111160	NBFR - Trn to I-30 Ph1Stg1 Place 4" HMA Bond Breaker	2	23-Apr-15	24-Apr-15
3ANBFRSISARD111170	NBFR - Trn to I-30 Ph1Stg1 Place 7" / 10.5" HMA Base	4	27-Apr-15	05-May-15
3ANBFRSIAPRD111180	NBFR - Trn to I-30 Ph1Stg1 Place 1.5" SMA Surface	2	07-May-15	11-May-15
3ANBFRSICPRD111190	NBFR - Trn to I-30 Ph1Stg1 Place Concrete Pavement	4	13-May-15	19-May-15
3ANBFRSICGRD111200	NBFR - Trn to I-30 Ph1Stg1 Place Curb and Gutter	17	21-May-15	22-Jun-15
3ANBFRSICGRD111210	NBFR - Trn to I-30 Ph1Stg1 Place Sidewalks, Driveways & Ramps	6	23-Jun-15	01-Jul-15
3ANBFRSISFRD111220	NBFR - Trn to I-30 Ph1Stg1 Place Permanent Rail & Barriers	4	02-Jul-15	08-Jul-15
3AMSMS111000	Segment 3A - Phase 1 Stage 1 Finish	0		08-Jul-15
3ANBFRSIMSMS111050	NBFR - Trn to I-30 Ph1Stg1 Finish Milestone	0		08-Jul-15
3ASBGPSIMSMS221000	SBGP - Trn to I-30 Ph2Stg2 Start Milestone	0	09-Jul-15	
3ASBGPSITCTC221010	SBGP - Trn to I-30 Ph2Stg2 Place temp barricades, signs & striping	4	10-Jul-15	16-Jul-15
3ASBGPSIDTTM221030	SBGP - Trn to I-30 Ph2Stg2 Construct Detours	5	17-Jul-15	24-Jul-15
3ASBGPSITCTC221040	SBGP - Trn to I-30 Ph2Stg2 Place Temp Conc Barrier	3	27-Jul-15	29-Jul-15
3ASBGPSIRMRD221000	SBGP - Trn to I-30 Ph2Stg2 Prep ROW	3	30-Jul-15	03-Aug-15
3ASBGPSIRMRD221090	SBGP - Trn to I-30 Ph2Stg2 Remove Pavement	2	31-Jul-15	03-Aug-15
3ASBGPSIEWRD221100	SBGP - Trn to I-30 Ph2Stg2 Excavate Cut Areas	4	05-Aug-15	10-Aug-15
3ASBGPSIEWRD221110	SBGP - Trn to I-30 Ph2Stg2 Place Embankment	5	06-Aug-15	13-Aug-15
3ASBGPSIEWRD221120	SBGP - Trn to I-30 Ph2Stg2 Place Topsoil	5	06-Aug-15	13-Aug-15
3ASBGPSISGRD221130	SBGP - Trn to I-30 Ph2Stg2 Lime Treat Subgrade	9	14-Aug-15	27-Aug-15
3ASBGPSISGRD221140	SBGP - Trn to I-30 Ph2Stg2 Place 10" Flexible Base	3	28-Aug-15	01-Sep-15
3ASBGPSISARD221150	SBGP - Trn to I-30 Ph2Stg2 Place 4" HMA Bond Breaker	2	02-Sep-15	04-Sep-15
3ASBGPSISARD221160	SBGP - Trn to I-30 Ph2Stg2 Place 7" / 10.5" HMA Base	2	08-Sep-15	10-Sep-15
3ASBGPSIAPRD221170	SBGP - Trn to I-30 Ph2Stg2 Place 1.5" SMA Surface	2	11-Sep-15	14-Sep-15
3ASBGPSICPRD221180	SBGP - Trn to I-30 Ph2Stg2 Place Concrete Pavement	3	16-Sep-15	22-Sep-15
3ASBGPSICGRD221190	SBGP - Trn to I-30 Ph2Stg2 Place Curb and Gutter	4	23-Sep-15	28-Sep-15
3ASBGPSICGRD221200	SBGP - Trn to I-30 Ph2Stg2 Place Sidewalks, Driveways & Ramps	4	29-Sep-15	07-Oct-15
3ASBGPSISFRD221210	SBGP - Trn to I-30 Ph2Stg2 Place Permanent Rail & Barriers	2	08-Oct-15	09-Oct-15
3ASBGPSIMSMS221050	SBGP - Trn to I-30 Ph2Stg2 Finish Milestone	0		09-Oct-15
3ASBGPSIMSMS231000	SBGP - Trn to I-30 Ph2Stg3 Start Milestone	0	10-Oct-15	
3ASBGPSITCTC231010	SBGP - Trn to I-30 Ph2Stg3 Place temp barricades, signs & striping	6	12-Oct-15	20-Oct-15
3ASBGPSIDTTM231030	SBGP - Trn to I-30 Ph2Stg3 Construct Detours	4	21-Oct-15	28-Oct-15
3ASBGPSITCTC231040	SBGP - Trn to I-30 Ph2Stg3 Place Temp Conc Barrier	2	29-Oct-15	02-Nov-15
3ASBGPSIFO236231000	B236 Ph2Stg3 Bridge Removal	5	03-Nov-15	10-Nov-15
3ASBGPSIFO236231010	B236 Ph2Stg3 Excavation / Backfill	2	12-Nov-15	13-Nov-15
3ASBGPSIFO236231020	B236 Ph2Stg3 Drill Shafts for Bridge	6	16-Nov-15	24-Nov-15
3ASBGPSIFO236231030	B236 Ph2Stg3 Tie rebar for Footing	5	25-Nov-15	04-Dec-15
3ASBGPSIFO236231040	B236 Ph2Stg3 Form Footing	5	30-Nov-15	07-Dec-15
3ASBGPSIFO236231050	B236 Ph2Stg3 Pour Footing	4	01-Dec-15	07-Dec-15
3ASBGPSIFO236231090	B236 Ph2Stg3 Cure Footing	7	08-Dec-15	14-Dec-15
3ASBGPSISB236231070	B236 Ph2Stg3 Tie Rebar for Columns	7	16-Dec-15	24-Dec-15
3ASBGPSISB236231090	B236 Ph2Stg3 Form Columns	7	17-Dec-15	28-Dec-15
3ASBGPSISB236231110	B236 Ph2Stg3 Pour Columns	7	18-Dec-15	29-Dec-15
3ASBGPSISB236231120	B236 Ph2Stg3 Tie Rebar for Caps	4	30-Dec-15	05-Jan-16



Activity ID	Activity Name	Orig Dur	Start	Finish
3ASBGPSISB236231130	B236 Ph2Stg3 Form Caps	4	31-Dec-15	06-Jan-16
3ASBGPSISB236231140	B236 Ph2Stg3 Pour Caps	4	04-Jan-16	08-Jan-16
3ASBGPSISS236231160	B236 Ph2Stg3 Install Beams	14	11-Jan-16	01-Feb-16
3ASBGPSISS236231180	B236 Ph2Stg3 Post Tensioning of Beams	14	14-Jan-16	03-Feb-16
3ASBGPSISS236231190	B236 Ph2Stg3 Deck Precast Panes	14	18-Jan-16	05-Feb-16
3ASBGPSISS236231200	B236 Ph2Stg3 Deck PMD	14	21-Jan-16	10-Feb-16
3ASBGPSISS236231210	B236 Ph2Stg3 Deck Overhangs	14	25-Jan-16	12-Feb-16
3ASBGPSISS236231220	B236 Ph2Stg3 Deck Rebar	14	27-Jan-16	16-Feb-16
3ASBGPSISS236231230	B236 Ph2Stg3 Pour Deck	14	29-Jan-16	19-Feb-16
3ASBGPSISS236231250	B236 Ph2Stg3 Deck Surface Treatment	2	22-Feb-16	23-Feb-16
3ASBGPSISS236231270	B236 Ph2Stg3 Bridge Deck Drainage	5	24-Feb-16	03-Mar-16
3ASBGPSISS236231280	B236 Ph2Stg3 Bridge Railings	2	04-Mar-16	07-Mar-16
3AMSMS21000	Segment 3A - Phase 2 Finish	0		07-Mar-16
3AMSMS231000	Segment 3A - Phase 2 Stage 3 Finish	0		07-Mar-16
3ASBGPSIMSMS231050	SBGP - Trn to I-30 Ph2Stg3 Finish Milestone	0		07-Mar-16
3ANBGPMDTCTC311010	NBGP - Mcm to Dwy Ph3Stg1 Place temp barricades, signs & striping	5	08-Mar-16	15-Mar-16
3ANBGPMDTCTC311020	NBGP - Mcm to Dwy Ph3Stg1 Place Temp Erosion Control	5	08-Mar-16	15-Mar-16
3ANBGPMDDTTM311030	NBGP - Mcm to Dwy Ph3Stg1 Construct Detours	5	08-Mar-16	15-Mar-16
3ANBGPMDTCTC311040	NBGP - Mcm to Dwy Ph3Stg1 Place Temp Conc Barrier	5	08-Mar-16	15-Mar-16
3ANBGPMDMSMS311000	NBGP - Mcm to Dwy Ph3Stg1 Start Milestone	0	08-Mar-16	
3ANBGPMDFO207311000	B207 Ph3Stg1 Bridge Removal	13	16-Mar-16	11-Apr-16
3ANBGPMDFO207311010	B207 Ph3Stg1 Excavation / Backfill	3	12-Apr-16	15-Apr-16
3ANBGPMDFO207311020	B207 Ph3Stg1 Drill Shafts for Bridge	19	18-Apr-16	19-May-16
3ANBGPMDFO207311030	B207 Ph3Stg1 Tie rebar for Footing	4	20-May-16	25-May-16
3ANBGPMDFO207311040	B207 Ph3Stg1 Form Footing	4	23-May-16	27-May-16
3ANBGPMDFO207311050	B207 Ph3Stg1 Pour Footing	5	24-May-16	01-Jun-16
3ANBGPMDFO241311080	B207 Ph3Stg1 Cure Footing	7	02-Jun-16	08-Jun-16
3ANBGPMDSB207311070	B207 Ph3Stg1 Tie Rebar for Columns	37	09-Jun-16	05-Aug-16
3ANBGPMDSB207311090	B207 Ph3Stg1 Form Columns	37	10-Jun-16	08-Aug-16
3ANBGPMDSB207311110	B207 Ph3Stg1 Pour Columns	37	13-Jun-16	09-Aug-16
3ANBGPMDSB207311120	B207 Ph3Stg1 Tie Rebar for Caps	26	18-Jul-16	25-Aug-16
3ANBGPMDSB207311130	B207 Ph3Stg1 Form Caps	26	20-Jul-16	26-Aug-16
3ANBGPMDSB207311140	B207 Ph3Stg1 Pour Caps	26	21-Jul-16	29-Aug-16
3ANBGPMDSS207311150	B207 Ph3Stg1 Install Beams	79	04-Aug-16	14-Dec-16
3ANBGPMDSS207311160	B207 Ph3Stg1 Elastomeric Bridge Bearings	79	04-Aug-16	14-Dec-16
3ANBGPMDSS207311240	B207 Ph3Stg1 Structural Steel - HS (Bent Cap / Plate Girders)	24	15-Dec-16	25-Jan-17
3ANBGPMDSS207311280	B207 Ph3Stg1 Bridge Railings	2	26-Jan-17	27-Jan-17
3AMSMS31000	Segment 3A - Phase 3 Finish	0		27-Jan-17
3AMSMS311000	Segment 3A - Phase 3 Stage 1 Finish	0		27-Jan-17
3ANBGPMDMSMS311050	NBGP - Mcm to Dwy Ph3Stg1 Finish Milestone	0		27-Jan-17
3ANSMLDTMSMS411020	NSML - Dwy to S of Trn Ph4Stg1 Start Milestone	0	28-Jan-17	
3ANSMLDTTCTC411000	NSML - Dwy to S of Trn Ph4Stg1 Place temp barricades, signs & striping	5	30-Jan-17	07-Feb-17
3ANSMLDTDTTM411030	NSML - Dwy to S of Trn Ph4Stg1 Construct Detours	3	08-Feb-17	10-Feb-17
3ANSMLDTTCTC411040	NSML - Dwy to S of Trn Ph4Stg1 Place Temp Conc Barrier	3	08-Feb-17	10-Feb-17
3ANSMLDTRMRD411090	NSML - Dwy to S of Trn Ph4Stg1 Prep ROW	3	13-Feb-17	17-Feb-17
3ANSMLDTRMRD411100	NSML - Dwy to S of Trn Ph4Stg1 Remove Pavement	7	13-Feb-17	24-Feb-17
3ANSMLDTEWRD411110	NSML - Dwy to S of Trn Ph4Stg1 Excavate Cut Areas	98	27-Feb-17	25-Aug-17
3ANSMLDTEWRD411120	NSML - Dwy to S of Trn Ph4Stg1 Place Embankment	46	09-Jun-17	25-Aug-17
3ANSMLDTEWRD411130	NSML - Dwy to S of Trn Ph4Stg1 Place Topsoil	46	09-Jun-17	25-Aug-17
3ANSMLDTSGRD411140	NSML - Dwy to S of Trn Ph4Stg1 Lime Treat Subgrade	45	29-Jun-17	12-Sep-17
3ANSMLDTITRD411330	NSML - Dwy to S of Trn Ph4Stg1 Install ITS/Toll Duct Bank	12	14-Sep-17	02-Oct-17
3ANSMLDTITRD411340	NSML - Dwy to S of Trn Ph4Stg1 Install ITS/Gantry Foundations	4	27-Sep-17	02-Oct-17
3ANSMLDTITRD411350	NSML - Dwy to S of Trn Ph4Stg1 Install Power Supply for ITS/Tolling	7	27-Sep-17	06-Oct-17
NTE-ITSFINISH	Completion of ITS (Civil) Work	0		06-Oct-17
3A-CINT-NCS1	Pulling Fiber-Optic Backbone - Segment 3A	60	09-Oct-17	29-Dec-17
3A-CINT-ITS1	Microwave Vehicle Detector (MVD) - Segment 3A	60	09-Oct-17	29-Dec-17
3A-CINT-TCS1	Gantry Structure Installation - Segment 3A	40	09-Oct-17	01-Dec-17
3A-CINT-ITS6	Weather Station - Segment 3A	5	09-Oct-17	13-Oct-17
3A-CINT-ITS7	ITS Equipment Commissioning Testing - Segment 3A	60	16-Oct-17	05-Jan-18
3A-CINT-TCS2	TCS Field Equipment installation - Segment 3A	45	04-Dec-17	02-Feb-18
3A-CINT-ITS8	ITS System Integration Testing - Segment 3A	40	08-Jan-18	02-Mar-18
3A-CINT-TCS4	TCS Equipment Commissioning Test - Segment 3A	10	05-Feb-18	16-Feb-18
3A-CINT-TCS5	TCS Site Integration Testing - Segment 3A	10	19-Feb-18	02-Mar-18
3A-CINT-ITS9	ITS Operational Test - Segment 3A	10	05-Mar-18	16-Mar-18
3A-CINT-TCS6	TCS Operational Test - Segment 3A	10	05-Mar-18	16-Mar-18
3A-CINT-ITS10	ITS/Central end-to-end testing - Segment 3A	5	19-Mar-18	23-Mar-18
3A-CINT-TCS7	TCS/Central end-to-end Testing - Segment 3A	5	19-Mar-18	23-Mar-18
NTE-SCOMP-1000	Substantial Completion Segment 3A	0		23-Mar-18
NTE-SCOMP-1010	TxDOT Issue Substantial Completion Certificate	5	26-Mar-18	30-Mar-18
NTE-SCOMP-1020	Open Traffic / Service Commencement	0		30-Mar-18*
NTE-FCOMP-1000	Completion of Punchlist Works	70	31-Mar-18	08-Jun-18
NTE-FCOMP-1010	Review and Approval of Punchlist Works by TxDOT / IE	15	09-Jun-18	23-Jun-18
NTE-FCOMP-1015	TxDOT Issue Final Completion Certificate	5	25-Jun-18	29-Jun-18
NTE-FCOMP-1020	Project Final Acceptance	0		29-Jun-18



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Total		1543	01-Aug-12	29-Jun-18	0	$1,037,614,340
NTE - Segment 3A & Interchange Project - FBS # 1		1543	01-Aug-12	29-Jun-18	0	$1,037,614,340
Project Administration		1500	01-Oct-12	29-Jun-18	0	$53,014,340
Project Milestones		1500	01-Oct-12	29-Jun-18	0	$0
NTE-NTP1	Notice To Proceed # 1	0	01-Oct-12*		53	$0
NTE-NTP2	Notice to Proceed # 2	0	01-Apr-13		269	$0
NTE-PROJFINISH3B	Substantial Completion Segment 3B (By others)	0		31-Mar-16*	593	$0
NTE-ITSFINISH	Completion of ITS (Civil) Work	0		06-Oct-17	2	$0
NTE-SC-NOTICE1	Substantial Completion Notifcation Period to TxDOT	20	26-Feb-18	23-Mar-18	20	$0
NTE-SC-NOTICE2	Notification to TxDOT / IE of Developer's Anticipated Substantial Completion	0	26-Feb-18		20	$0
NTE-SCOMP-1000	Substantial Completion Segment 3A	0		23-Mar-18	2	$0
NTE-SCOMP-1010	TxDOT Issue Substantial Completion Certificate	5	26-Mar-18	30-Mar-18	0	$0
NTE-SCOMP-1020	Open Traffic / Service Commencement	0		30-Mar-18*	1	$0
NTE-FCOMP-1000	Completion of Punchlist Works	70	31-Mar-18	08-Jun-18	1	$0
NTE-FCOMP-1010	Review and Approval of Punchlist Works by TxDOT / IE	15	09-Jun-18	23-Jun-18	1	$0
NTE-FCOMP-1005	Notification to TxDOT / IE of Develpoer's Final Completion	0	11-Jun-18		10	$0
NTE-FCOMP-1015	TxDOT Issue Final Completion Certificate	5	25-Jun-18	29-Jun-18	0	$0
NTE-FCOMP-1020	Project Final Acceptance	0		29-Jun-18	0	$0
Management Submittals		391	01-Oct-12	31-Mar-14	1039	$0
Project Schedules		391	01-Oct-12	31-Mar-14	1039	$0
Quality Management Plans		128	01-Oct-12	27-Mar-13	193	$0
Developer Deliverables for NTP # 2		120	01-Oct-12	20-Mar-13	195	$0
Developer Activities		1017	01-May-14	23-Mar-18	0	$53,014,340
Segment 3A		1017	01-May-14	23-Mar-18	0	$32,338,747
Project System Design		280	01-May-14	27-May-15	447	$6,467,749
Network Communication System (NCS)		105	09-Oct-17	02-Mar-18	10	$3,880,650
Intelligent Transportation System (ITS)		120	09-Oct-17	23-Mar-18	0	$10,186,705
Toll Collection System (TCS)		120	09-Oct-17	23-Mar-18	0	$11,803,643
Segment 3B		594	01-May-14	09-Aug-16	423	$20,675,593
Project System Design		280	01-May-14	27-May-15	447	$4,135,119
Network Communication System (NCS)		75	01-Jul-15	13-Oct-15	633	$2,481,071
Intelligent Transportation System (ITS)		290	01-Jul-15	09-Aug-16	423	$6,512,812
Toll Collection System (TCS)		150	01-Jul-15	26-Jan-16	563	$7,546,591
Right-of-Way Acquisition		548	01-Aug-12	05-Sep-14	925	$0
Acquisition by Developer		548	01-Aug-12	05-Sep-14	925	$0
NTE-ROWSTART	Start Right of Way Process	0	01-Aug-12*		1	$0
NTE-ROW-BATCH1	Finish ROW Batch 1 Review by TxDOT	0		14-Dec-12	13	$0
NTE-ROW-BATCH2	Start ROW Batch 2 Review by TxDOT	0	17-Dec-12		13	$0
NTE-ROW-BATCH2-1	Finish ROW Batch 2 Review by TxDOT	0		10-Jan-13	12	$0
NTE-ROW-BATCH3	Start ROW Batch 3 Review by TxDOT	0	11-Jan-13		12	$0
NTE-ROW-BATCH3-1	Finish ROW Batch 3 Review by TxDOT	0		01-Feb-13	12	$0
NTE-ROW-BATCH4	Start ROW Batch 4 Review by TxDOT	0	04-Feb-13		12	$0
NTE-ROW-BATCH4-1	Finish ROW Batch 4 Review by TxDOT	0		25-Feb-13	11	$0
NTE-ROW-BATCH5	Start ROW Batch 5 Review by TxDOT	0	26-Feb-13		11	$0
NTE-ROW-BATCH5-1	Finish ROW Batch 5 Review by TxDOT	0		01-Apr-13	1	$0
NTE-ROW-BATCH6	Start ROW Batch 6 Review by TxDOT	0	02-Apr-13		1	$0
NTE-ROW-BATCH6-1	Finish ROW Batch 6 Review by TxDOT	0		15-Apr-13	1	$0
NTE-ROW-BATCH7	Start ROW Batch 7 Review by TxDOT	0	16-Apr-13		1	$0
NTE-ROW-BATCH7-1	Finish ROW Batch 7 Review by TxDOT	0		29-Apr-13	11	$0
NTE-ROW-BATCH8	Start ROW Batch 8 Review by TxDOT	0	30-Apr-13		11	$0
NTE-ROW-BATCH8-1	Finish ROW Batch 8 Review by TxDOT	0		28-May-13	140	$0
NTE-ROW-BATCH9	Start ROW Batch 9 Review by TxDOT	0	29-May-13		140	$0
NTE-ROWFINISH	Complete Right of Way Process	0		05-Sep-14	1297	$0

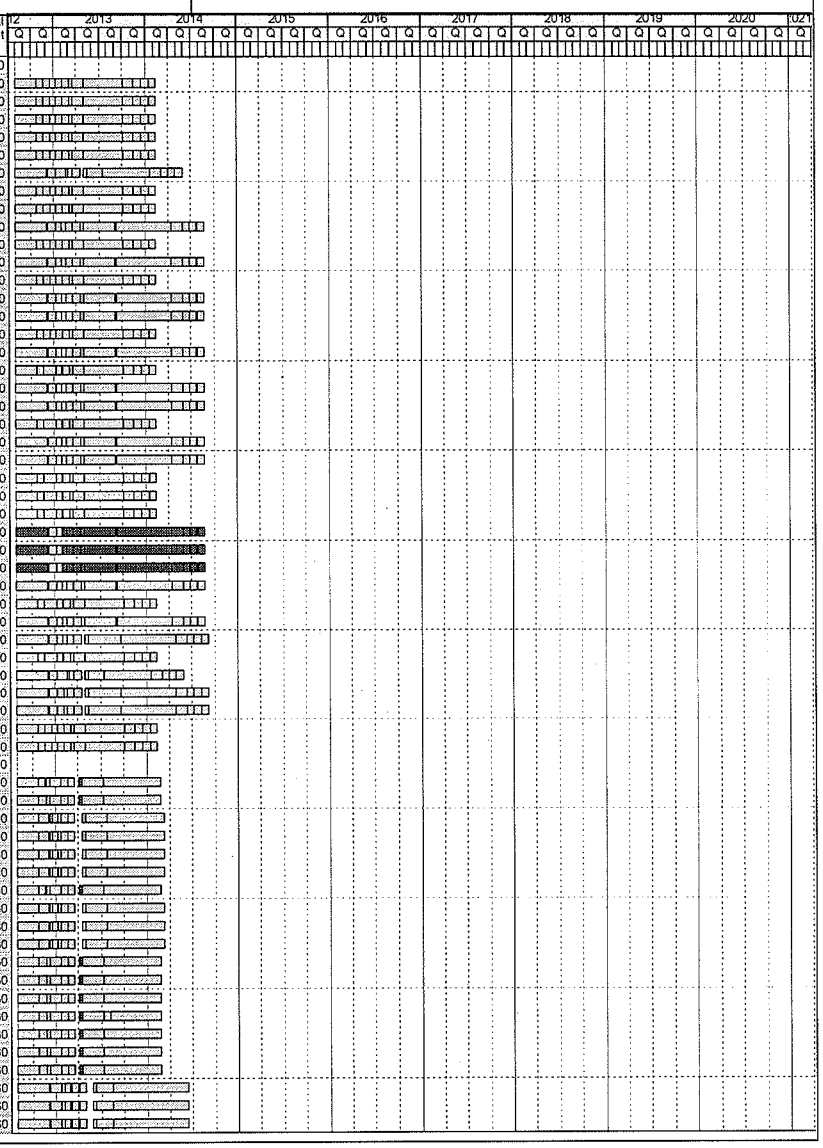


Remaining Level of Effort | Remaining Work
Actual Level of Effort | Critical Remaining Work
Actual Work | ◆ Milestone

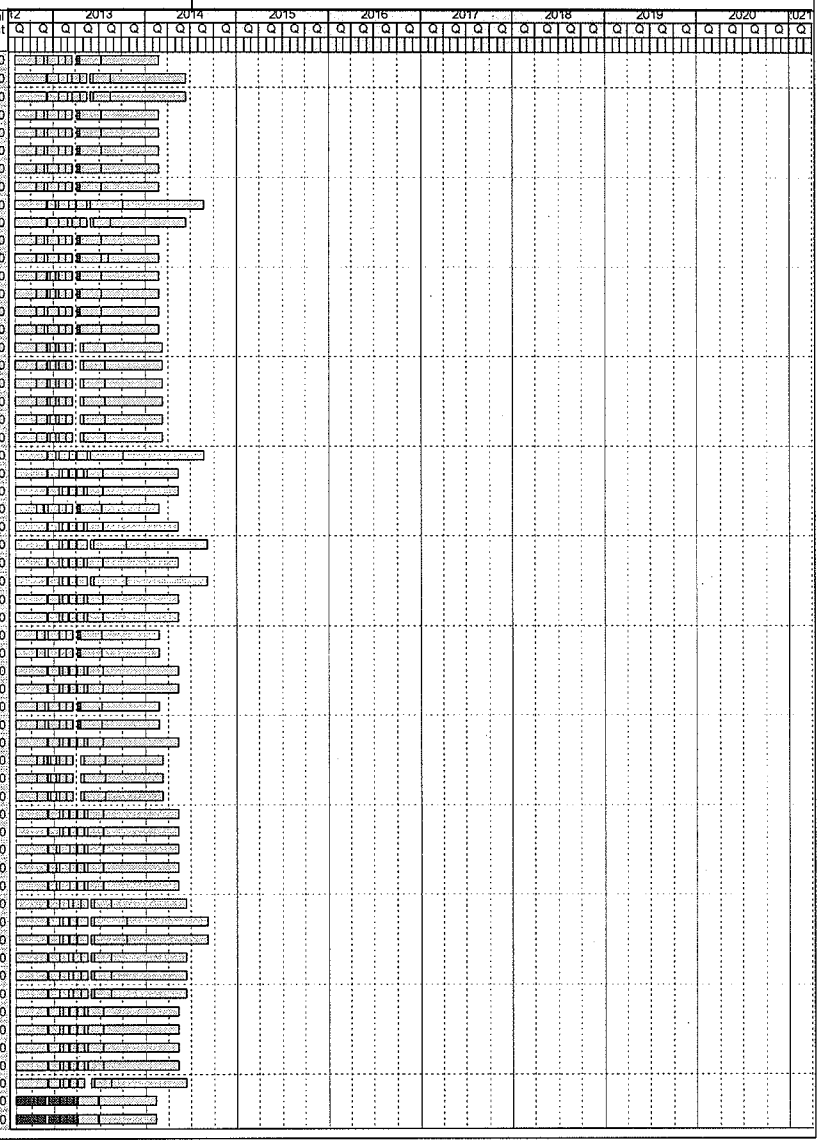
NTE 3A / Interchange Project

SUMMAY PROGRAM SCHEDULE

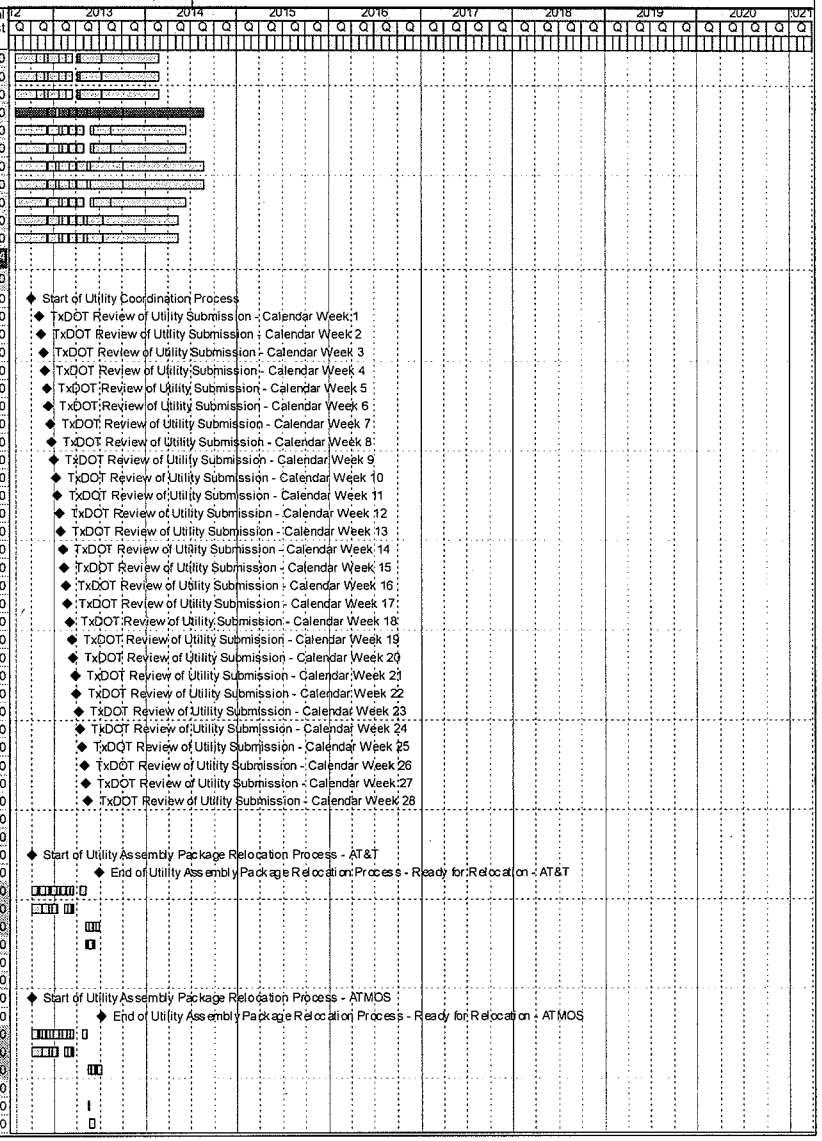
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Parcels Needing Relocation	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #8 SBFR - Meacham to Dewey (STA 679+00 to STA 687+00)	400	01-Aug-12	11-Feb-14	141	$0
	Parcel #15 SBFR - Meacham to Dewey (STA 700+00 to STA 700+00)	400	01-Aug-12	11-Feb-14	141	$0
	Parcel #25 SBGP - Meacham to Dewey (STA 730+00 to STA 730+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #27 SBGP - Meacham to Dewey (STA 735+00 to STA 735+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #29 SBGP - Meacham to Dewey (STA 737+00 to STA 737+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #31 NBGP - Meacham to Dewey (STA 736+00 to STA 736+00)	476	01-Aug-12	28-May-14	440	$0
	Parcel #34 SBFR - Meacham to Dewey (STA 743+00 to STA 743+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #39 SBFR - Meacham to Dewey (STA 746+00 to STA 746+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #41 (TxDOT #821) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 747+00 to STA 747+00)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #43 SBFR - Meacham to Dewey (STA 750+00 to STA 750+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #44 (TxDOT #825) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 752+00 to STA 752+00)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #51 SBFR - Meacham to Dewey (STA 757+00 to STA 757+00)	400	01-Aug-12	11-Feb-14	140	$0
	Parcel #52 (TxDOT #830) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 757+00 to STA 762+50)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #61 (TxDOT #835) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 771+50 to STA 776+00)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #64 SBFR - Dewey to S. of trinity River (STA 777+00 to STA 777+00)	400	01-Aug-12	11-Feb-14	141	$0
	Parcel #65 (TxDOT #836) - COMPLEX - SBFR - Dewey to S. of Trinity River (STA 781+00 to STA 781+00)	537	01-Aug-12	21-Aug-14	4	$0
	Parcel #71 SBFR - Dewey to S. of trinity River (STA 788+00 to STA 788+00)	400	01-Aug-12	11-Feb-14	200	$0
	Parcel #72 (TxDOT #841) - COMPLEX - SBFR - Dewey to S. of trinity River (STA 790+00 to STA 795+00)	537	01-Aug-12	21-Aug-14	4	$0
	Parcel #73 (TxDOT #842) - COMPLEX - SBRP - Dewey to S. of Trinity River (STA 795+00 to STA 800+00)	537	01-Aug-12	21-Aug-14	4	$0
	Parcel #76 SBML - Dewey to S. of trinity River (STA 806+00 to STA 806+00)	400	01-Aug-12	11-Feb-14	200	$0
	Parcel #77 (TxDOT #846) - COMPLEX - SBGP - Dewey to S. of Trinity River (STA 805+00 to STA 810+00)	537	01-Aug-12	21-Aug-14	4	$0
	Parcel #88/80(TxDOT #847/848) COMPLEX - SBML - Dewey to S. of Trinity (STA 811+00 to STA 825+00)	537	01-Aug-12	21-Aug-14	4	$0
	Parcel #97 SBFR - Dewey to S. of trinity River (STA 862+00 to STA 862+00)	400	01-Aug-12	11-Feb-14	200	$0
	Parcel #99 SBFR - Dewey to S. of trinity River (STA 862+50 to STA)	400	01-Aug-12	11-Feb-14	200	$0
	Parcel #100 SBFR - S. of trinity River to IH 30 (STA 863+00 to STA 863+00)	400	01-Aug-12	11-Feb-14	187	$0
	Parcel #108 (TxDOT #866) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 866+00 to STA 866+00)	537	01-Aug-12	21-Aug-14	1	$0
	Parcel #109 (TxDOT #867) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 867+00 to STA 867+00)	537	01-Aug-12	21-Aug-14	1	$0
	Parcel #110 (TxDOT #874) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 867+00 to STA 867+00)	537	01-Aug-12	21-Aug-14	1	$0
	Parcel #115 (TxDOT #880) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 872+00 to STA 872+00)	537	01-Aug-12	21-Aug-14	50	$0
	Parcel #116 SBFR - S. of Trinity River to IH 30 (STA 875+00 to STA 876+00)	400	01-Aug-12	11-Feb-14	187	$0
	Parcel #117 (TxDOT #883) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 878+00 to STA 878+00)	537	01-Aug-12	21-Aug-14	50	$0
	Parcel #118 (TxDOT #885) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 881+00 to STA 884+00)	548	01-Aug-12	05-Sep-14	39	$0
	Parcel #120 SBFR - S. of Trinity River to IH 30 (STA 884+00 to STA 887+00)	400	01-Aug-12	11-Feb-14	187	$0
	Parcel #122 SBGP - S. of Trinity River to IH 30 (STA 887+00 to STA 890+00)	476	01-Aug-12	28-May-14	454	$0
	Parcel #126 (TxDOT #897) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 915+00 to STA 915+00)	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #128 (TxDOT #903) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 917+00 to STA 917+00)	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #161 NBFR - S. of Trinity River to IH 30 (STA 915+00 to STA 915+00)	400	01-Aug-12	11-Feb-14	138	$0
	Parcel #163 NBFR - S. of Trinity River to IH 30 (STA 914+00 to STA 914+00)	400	01-Aug-12	11-Feb-14	138	$0
	Parcels Not Needing Relocation	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #1 SBFR - Meacham to Dewey (STA 666+00 to STA 671+20)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #2 SBFR - Meacham to Dewey (STA 671+20 to STA 674+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #3 NBFR - Meacham to Dewey (STA 665+00 to STA 665+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #4 NBFR - Meacham to Dewey (STA 665+00 to STA 668+50)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #5 NBFR - Meacham to Dewey (STA 669+50 to STA 671+50)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #6 NBFR - Meacham to Dewey (STA 671+50 to STA 674+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #7 SBFR - Meacham to Dewey (STA 676+00 to STA 679+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #9 NBFR - Meacham to Dewey (STA 676+00 to STA 680+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #10 NBFR - Meacham to Dewey (STA 681+00 to STA 685+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #11 NBFR - Meacham to Dewey (STA 685+00 to STA 686+50)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #13 SBFR - Meacham to Dewey (STA 689+00 to STA 694+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #14 SBFR - Meacham to Dewey (STA 695+00 to STA 701+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #16 SBFR - Meacham to Dewey (STA 701+00 to STA 725+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #17 NBFR - Meacham to Dewey (STA 690+00 to STA 695+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #18 NBFR - Meacham to Dewey (STA 695+00 to STA 669+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #19 NBFR - Meacham to Dewey (STA 669+00 to STA 703+50)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #20 NBFR - Meacham to Dewey (STA 704+00 to STA 725+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #23 NBGP - Meacham to Dewey (STA 728+00 to STA 728+00)	486	01-Aug-12	11-Jun-14	430	$0
	Parcel #24 NBGP - Meacham to Dewey (STA 728+00 to STA 728+00)	486	01-Aug-12	11-Jun-14	430	$0
	Parcel #26 NBGP - Meacham to Dewey (STA 731+00 to STA 735+00)	486	01-Aug-12	11-Jun-14	430	$0



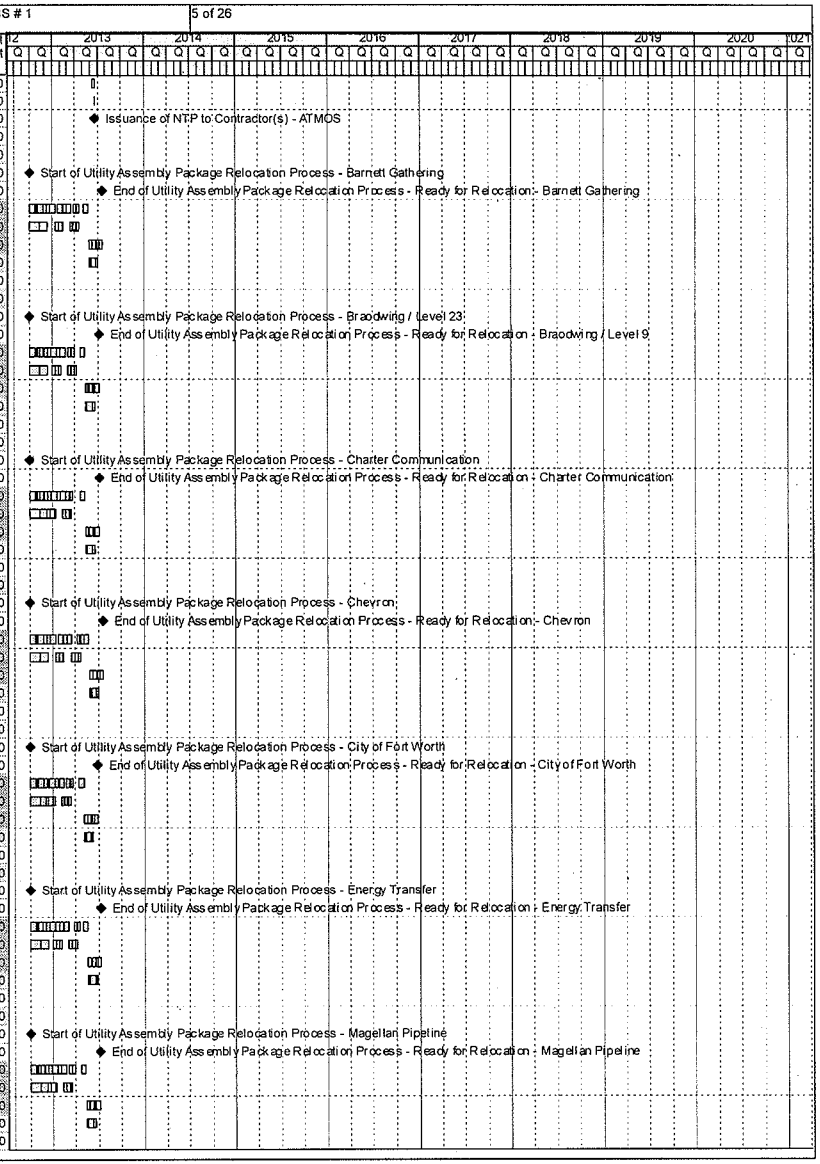
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Parcel #28 SBGP - Meacham to Dewey (STA 736+00 to STA 736+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #30 NBGP - Meacham to Dewey (STA 735+00 to STA 735+00)	486	01-Aug-12	11-Jun-14	430	$0
	Parcel #32 NBGP - Meacham to Dewey (STA 736+00 to STA 740+00)	486	01-Aug-12	11-Jun-14	430	$0
	Parcel #35 SBFR - Meacham to Dewey (STA 743+00 to STA 743+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #36 SBFR - Meacham to Dewey (STA 744+00 to STA 744+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #37 SBFR - Meacham to Dewey (STA 745+00 to STA 745+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #38 SBFR - Meacham to Dewey (STA 745+00 to STA 745+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #40 SBFR - Meacham to Dewey (STA 746+00 to STA 746+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #42 (TxDOT #821) - COMPLEX - SBFR - Meacham to Dewey (STA 750+00 to STA 750+00)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #45 NBGP - Meacham to Dewey (STA 743+00 to STA 743+00)	486	01-Aug-12	11-Jun-14	430	$0
	Parcel #46 NBFR - Meacham to Dewey (STA 743+00 to STA 745+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #47 NBFR - Meacham to Dewey (STA 746+00 to STA 750+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #48 NBFR - Meacham to Dewey (STA 750+50 to STA 751+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #49 NBFR - Meacham to Dewey (STA 751+00 to STA 756+00)	410	01-Aug-12	25-Feb-14	147	$0
	Parcel #50 SBFR - Meacham to Dewey (STA 756+00 to STA 756+00)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #53 SBFR - Meacham to Dewey (STA 762+50 to STA 766+50)	410	01-Aug-12	25-Feb-14	130	$0
	Parcel #54 NBFR - Meacham to Dewey (STA 755+00 to STA 759+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #55 NBFR - Meacham to Dewey (STA 755+00 to STA 760+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #56 NBFR - Meacham to Dewey (STA 761+00 to STA 761+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #57 NBFR - Meacham to Dewey (STA 762+00 to STA 762+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #58 NBFR - Meacham to Dewey (STA 762+00 to STA 771+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #59 NBFR - Meacham to Dewey (STA 771+00 to STA 776+00)	420	01-Aug-12	11-Mar-14	137	$0
	Parcel #60 (TxDOT #833) - COMPLEX - SBFR - Meacham to Dewey (STA 767+00 to STA 771+00)	537	01-Aug-12	21-Aug-14	3	$0
	Parcel #62 NBFR - Dewey to S. of trinity River (STA 776+00 to STA 776+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #63 NBFR - Dewey to S. of trinity River (STA 776+00 to STA 785+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #66 SBFR - Dewey to S. of trinity River (STA 782+00 to STA 782+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #67 SBFR - Dewey to S. of trinity River (STA 783+00 to STA 783+00)	465	01-Aug-12	13-May-14	135	$0
	Parcel #70 (TxDOT #839) - COMPLEX - NBGP - Dewey to S. of Trinity (STA 788+00 to STA 788+00)	548	01-Aug-12	05-Sep-14	145	$0
	Parcel #74 NBFR - Dewey to S. of trinity River (STA 788+00 to STA 804+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #75 (TxDOT #843/844) - COMPLEX - NBGP - Dewey to S. of Trinity (STA 805+00 to STA 805+00)	548	01-Aug-12	05-Sep-14	145	$0
	Parcel #78 NBGP - Dewey to S. of Trinity River (STA 810+00 to STA 811+00)	465	01-Aug-12	13-May-14	228	$0
	Parcel #87 NBGP - Dewey to S. of Trinity River (STA 815+00 to STA 829+00)	465	01-Aug-12	13-May-14	228	$0
	Parcel #89 SBGP - Dewey to S. of trinity River (STA 830+00 to STA 835+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #90 SBGP - Dewey to S. of trinity River (STA 830+00 to STA 835+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #91 NBFR - Dewey to S. of trinity River (STA 830+00 to STA 835+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #92 SBRP - Dewey to S. of trinity River (STA 839+00 to STA 842+00)	465	01-Aug-12	13-May-14	135	$0
	Parcel #95 SBGP - Dewey to S. of trinity River (STA 861+00 to STA 861+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #96 SBGP - Dewey to S. of trinity River (STA 861+00 to STA 861+00)	410	01-Aug-12	25-Feb-14	131	$0
	Parcel #98 SBFR - Dewey to S. of trinity River (STA 862+00 to STA 862+00)	465	01-Aug-12	13-May-14	135	$0
	Parcel #101 SBFR - S. of trinity River to IH 30 (STA 863+00 to STA 863+00)	420	01-Aug-12	11-Mar-14	167	$0
	Parcel #102 SBFR - S. of trinity River to IH 30 (STA 864+00 to STA 864+00)	420	01-Aug-12	11-Mar-14	167	$0
	Parcel #103 SBFR - S. of trinity River to IH 30 (STA 865+00 to STA 865+00)	420	01-Aug-12	11-Mar-14	167	$0
	Parcel #111 NBFR - S. of trinity River to IH 30 (STA 867+00 to STA 871+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #112 NBFR - S. of trinity River to IH 30 (STA 871+00 to STA 876+00)	465	01-Aug-12	13-May-14	296	$0
	Parcel #113 SBFR - S. of trinity River to IH 30 (STA 870+00 to STA 870+00)	465	01-Aug-12	13-May-14	122	$0
	Parcel #114 SBFR - S. of trinity River to IH 30 (STA 871+00 to STA 871+00)	465	01-Aug-12	13-May-14	122	$0
	Parcel #119 SBFR - S. of trinity River to IH 30 (STA 881+00 to STA 884+00)	465	01-Aug-12	13-May-14	122	$0
	Parcel #123 SBGP - S. of trinity River to IH 30 (STA 900+00 to STA 903+00)	486	01-Aug-12	11-Jun-14	444	$0
	Parcel #124 (TxDOT #---) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 903+00 to STA 910+00)	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #125 (TxDOT #896) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 912+00 to STA 912+00)	548	01-Aug-12	05-Sep-14	382	$0
	Parcel #127 SBGP - S. of Trinity River to IH 30 (STA 916+00 to STA 916+00)	486	01-Aug-12	11-Jun-14	444	$0
	Parcel #129 SBGP - S. of Trinity River to IH 30 (STA 918+00 to STA 918+00)	486	01-Aug-12	11-Jun-14	444	$0
	Parcel #130 SBGP - S. of Trinity River to IH 30 (STA 918+00 to STA 923+00)	486	01-Aug-12	11-Jun-14	444	$0
	Parcel #153 NBGP - S. of Trinity River to IH 30 (STA 925+00 to STA 925+00)	465	01-Aug-12	13-May-14	432	$0
	Parcel #154 NBGP - S. of Trinity River to IH 30 (STA 924+00 to STA 924+00)	465	01-Aug-12	13-May-14	432	$0
	Parcel #155 NBGP - S. of Trinity River to IH 30 (STA 924+00 to STA 922+00)	465	01-Aug-12	13-May-14	432	$0
	Parcel #156 NBGP - S. of Trinity River to IH 30 (STA 920+00 to STA 920+00)	465	01-Aug-12	13-May-14	432	$0
	Parcel #157 NBGP - S. of Trinity River to IH 30 (STA 919+00 to STA 919+00)	486	01-Aug-12	11-Jun-14	411	$0
	Parcel #158 NBFR - S. of Trinity River to IH 30 (STA 918+00 to STA 918+00)	400	01-Aug-12	11-Feb-14	138	$0
	Parcel #159 NBFR - S. of Trinity River to IH 30 (STA 916+00 to STA 916+00)	400	01-Aug-12	11-Feb-14	138	$0



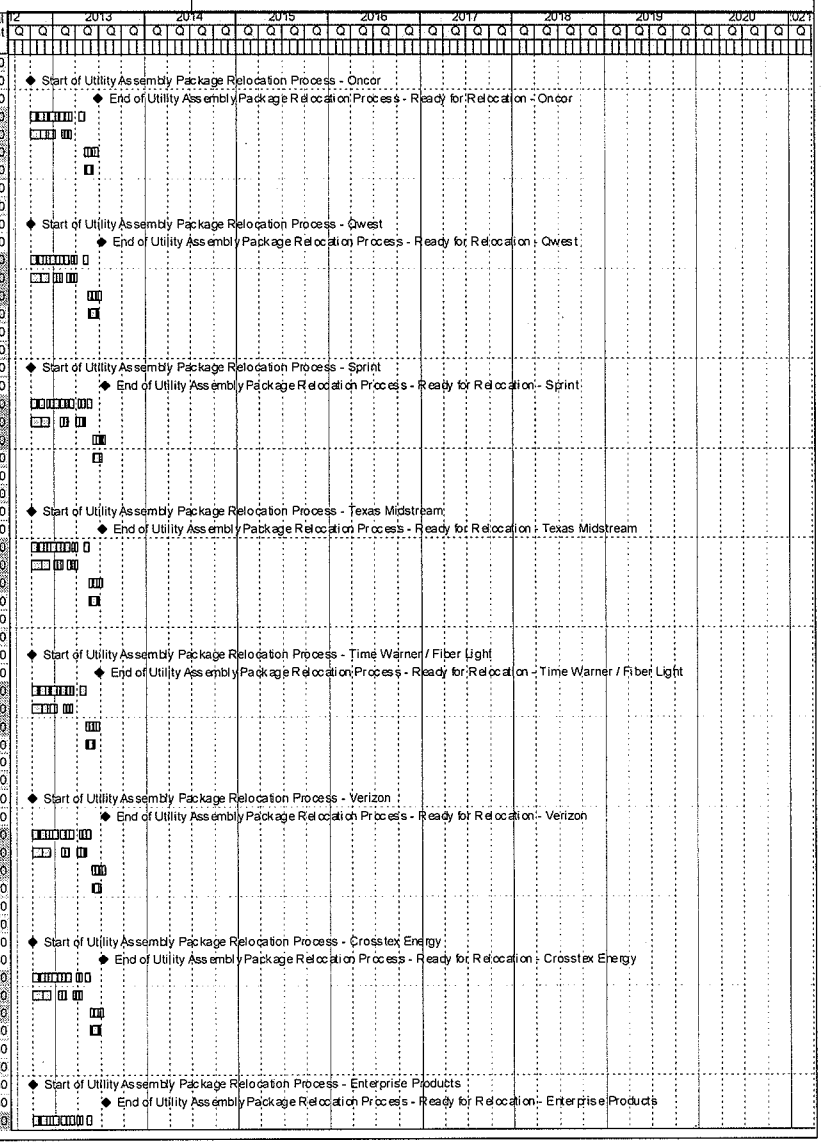
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Parcel #160 NBFR - S. of Trinity River to IH 30 (STA 915+00 to STA 915+00)		410	01-Aug-12	25-Feb-14	128	$0
Parcel #162 NBFR - S. of Trinity River to IH 30 (STA 914+00 to STA 914+00)		410	01-Aug-12	25-Feb-14	128	$0
Parcel #166 NBFR - S. of Trinity River to IH 30 (STA 910+00 to STA 908+00)		410	01-Aug-12	25-Feb-14	128	$0
Parcel #167 (TxDOT #889) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 905+00 to STA 905+00)		537	01-Aug-12	21-Aug-14	1	$0
Parcel #168 NBGP - S. of Trinity River to IH 30 (STA 903+00 to STA 903+00)		486	01-Aug-12	11-Jun-14	411	$0
Parcel #169 NBGP - S. of Trinity River to IH 30 (STA 900+00 to STA 900+00)		486	01-Aug-12	11-Jun-14	411	$0
Parcel #12 EAST (TxDOT #804) - COMPLEX - NBFR - Meacham to Dewey (STA 688+00 to STA)		537	01-Aug-12	21-Aug-14	20	$0
Parcel #12 WEST (TxDOT #805) - COMPLEX - SBFR - Meacham to Dewey (STA 688+00 to STA)		537	01-Aug-12	21-Aug-14	4	$0
Parcel #149 / 150 NBGP - S. of Trinity River to IH 30 (STA 934+00 to STA)		486	01-Aug-12	11-Jun-14	411	$0
Parcel #93A SBFR - Dewey to S. of Trinity River (STA 848+00 to STA)		465	01-Aug-12	13-May-14	135	$0
Parcel #93B SBFR - Dewey to S. of Trinity River (STA 848+00 to STA)		465	01-Aug-12	13-May-14	135	$0
Utility Adjustments		362	01-Oct-12	18-Feb-14	858	$20,469,314
Utility Coordination		215	01-Oct-12	26-Jul-13	514	$0
MSUT1000	Start of Utility Coordination Process	0	01-Oct-12		178	$0
MSUT1010	TxDOT Review of Utility Submission - Calendar Week 1	0	05-Nov-12		178	$0
MSUT1020	TxDOT Review of Utility Submission - Calendar Week 2	0	12-Nov-12		178	$0
MSUT1030	TxDOT Review of Utility Submission - Calendar Week 3	0	19-Nov-12		178	$0
MSUT1040	TxDOT Review of Utility Submission - Calendar Week 4	0	26-Nov-12		178	$0
MSUT1050	TxDOT Review of Utility Submission - Calendar Week 5	0	03-Dec-12		178	$0
MSUT1060	TxDOT Review of Utility Submission - Calendar Week 6	0	10-Dec-12		178	$0
MSUT1070	TxDOT Review of Utility Submission - Calendar Week 7	0	17-Dec-12		178	$0
MSUT1080	TxDOT Review of Utility Submission - Calendar Week 8	0	24-Dec-12		178	$0
MSUT1090	TxDOT Review of Utility Submission - Calendar Week 9	0	31-Dec-12		178	$0
MSUT1100	TxDOT Review of Utility Submission - Calendar Week 10	0	07-Jan-13		178	$0
MSUT1110	TxDOT Review of Utility Submission - Calendar Week 11	0	14-Jan-13		178	$0
MSUT1120	TxDOT Review of Utility Submission - Calendar Week 12	0	21-Jan-13		178	$0
MSUT1130	TxDOT Review of Utility Submission - Calendar Week 13	0	28-Jan-13		178	$0
MSUT1140	TxDOT Review of Utility Submission - Calendar Week 14	0	04-Feb-13		178	$0
MSUT1150	TxDOT Review of Utility Submission - Calendar Week 15	0	11-Feb-13		178	$0
MSUT1160	TxDOT Review of Utility Submission - Calendar Week 16	0	18-Feb-13		178	$0
MSUT1170	TxDOT Review of Utility Submission - Calendar Week 17	0	25-Feb-13		178	$0
MSUT1180	TxDOT Review of Utility Submission - Calendar Week 18	0	04-Mar-13		178	$0
MSUT1190	TxDOT Review of Utility Submission - Calendar Week 19	0	11-Mar-13		178	$0
MSUT1200	TxDOT Review of Utility Submission - Calendar Week 20	0	18-Mar-13		178	$0
MSUT1210	TxDOT Review of Utility Submission - Calendar Week 21	0	25-Mar-13		178	$0
MSUT1220	TxDOT Review of Utility Submission - Calendar Week 22	0	01-Apr-13		178	$0
MSUT1230	TxDOT Review of Utility Submission - Calendar Week 23	0	08-Apr-13		178	$0
MSUT1240	TxDOT Review of Utility Submission - Calendar Week 24	0	15-Apr-13		178	$0
MSUT1250	TxDOT Review of Utility Submission - Calendar Week 25	0	22-Apr-13		375	$0
MSUT1260	TxDOT Review of Utility Submission - Calendar Week 26	0	29-Apr-13		381	$0
MSUT1270	TxDOT Review of Utility Submission - Calendar Week 27	0	06-May-13		455	$0
MSUT1280	TxDOT Review of Utility Submission - Calendar Week 28	0	13-May-13		721	$0
AT&T		194	01-Oct-12	27-Jun-13	266	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	266	$0
3AAT&TMSUT1005	Start of Utility Assembly Package Relocation Process - AT&T	0	01-Oct-12		422	$0
3AAT&TMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - AT&T	0		27-Jun-13	374	$0
MUAA Process		155	01-Oct-12	03-May-13	265	$0
Utility Design		122	01-Oct-12	19-Mar-13	298	$0
Signature Process		38	06-May-13	27-Jun-13	259	$0
Procurement		28	06-May-13	12-Jun-13	277	$0
Atmos		200	01-Oct-12	05-Jul-13	269	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	269	$0
3AATMOMSUT1320	Start of Utility Assembly Package Relocation Process - ATMOS	0	01-Oct-12		436	$0
3AATMOMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - ATMOS	0		05-Jul-13	377	$0
MUAA Process		160	01-Oct-12	10-May-13	269	$0
Utility Design		122	01-Oct-12	19-Mar-13	307	$0
Signature Process		38	13-May-13	05-Jul-13	263	$0
Procurement		28	13-May-13	19-Jun-13	281	$0
3AATMODSUT1330	R.F.P. Preparation - ATMOS	5	13-May-13	17-May-13	274	$0
3AATMODSUT1340	R.F.P. Solicitation - ATMOS	15	20-May-13	10-Jun-13	274	$0



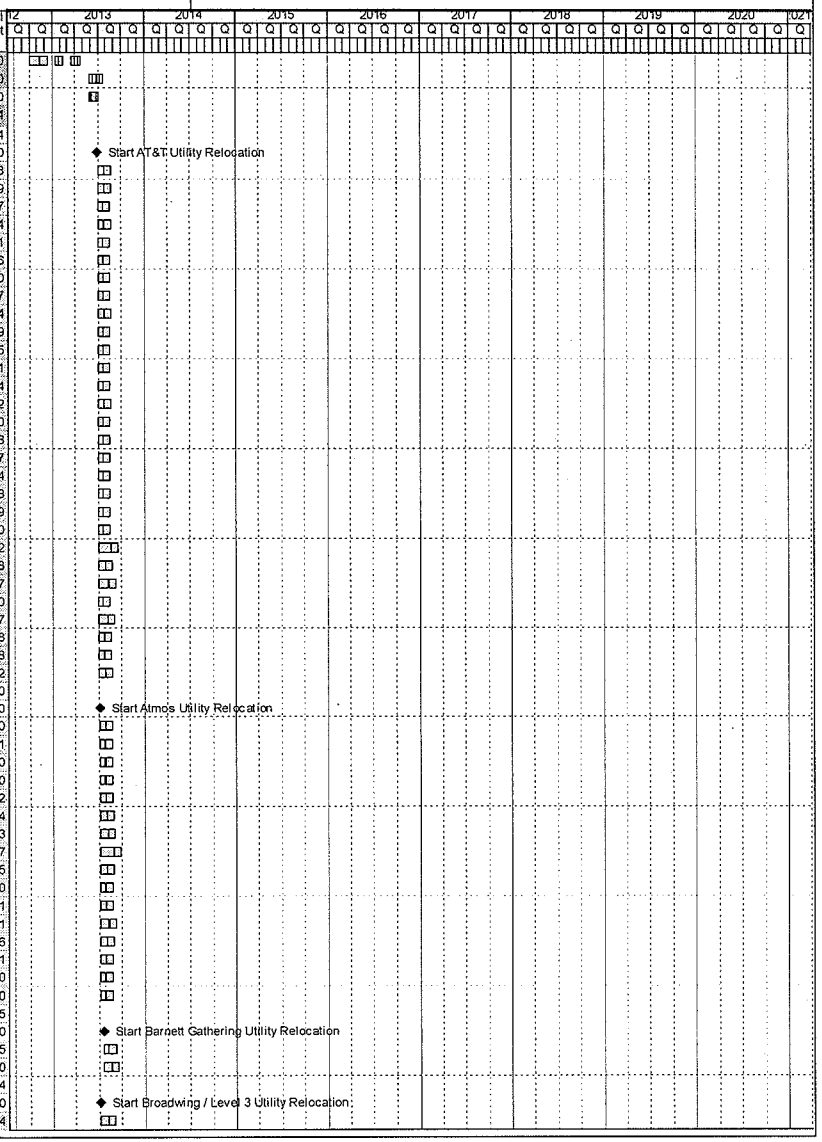
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AATMODSUT1350	Review and Selection of Contractor (s) - ATMOS	5	11-Jun-13	17-Jun-13	274	$0
3AATMODSUT1360	Executed Agreement with Contractor(s) - ATMOS	2	18-Jun-13	19-Jun-13	274	$0
3AATMOMSUT1370	Issuance of NTP to Contractor(s) - ATMOS	0		19-Jun-13	393	$0
Barnett Gathering		210	01-Oct-12	19-Jul-13	331	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	331	$0
ICBARNMSUT1000	Start of Utility Assembly Package Relocation Process - Barnett Gathering	0	01-Oct-12		539	$0
ICBARNMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Barnett Gathering	0		19-Jul-13	465	$0
MUAA Process		170	01-Oct-12	24-May-13	333	$0
Utility Design		142	01-Oct-12	16-Apr-13	361	$0
Signature Process		38	28-May-13	19-Jul-13	324	$0
Procurement		27	28-May-13	03-Jul-13	343	$0
Broadwing / Level 3		200	01-Oct-12	05-Jul-13	277	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	277	$0
3ALVL3MSUT1000	Start of Utility Assembly Package Relocation Process - Broadwing / Level 23	0	01-Oct-12		448	$0
3ALVL3MSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Broadwing / Level 9	0		05-Jul-13	389	$0
MUAA Process		160	01-Oct-12	10-May-13	278	$0
Utility Design		137	01-Oct-12	09-Apr-13	301	$0
Signature Process		38	13-May-13	05-Jul-13	271	$0
Procurement		28	13-May-13	19-Jun-13	289	$0
Charter Communication		200	01-Oct-12	05-Jul-13	270	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	270	$0
3ACHARMSUT1000	Start of Utility Assembly Package Relocation Process - Charter Communication	0	01-Oct-12		437	$0
3ACHARMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Charter Communi	0		05-Jul-13	380	$0
MUAA Process		160	01-Oct-12	10-May-13	271	$0
Utility Design		122	01-Oct-12	19-Mar-13	309	$0
Signature Process		38	13-May-13	05-Jul-13	264	$0
Procurement		28	13-May-13	19-Jun-13	282	$0
Chevron		210	01-Oct-12	19-Jul-13	361	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	361	$0
3ACHEVMSUT1001	Start of Utility Assembly Package Relocation Process - Chevron	0	01-Oct-12		578	$0
3ACHEVMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Chevron	0		19-Jul-13	507	$0
MUAA Process		170	01-Oct-12	24-May-13	362	$0
Utility Design		147	01-Oct-12	23-Apr-13	365	$0
Signature Process		38	28-May-13	19-Jul-13	353	$0
Procurement		27	28-May-13	03-Jul-13	373	$0
City of Fort Worth		194	01-Oct-12	27-Jun-13	260	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	260	$0
3ACFTWMSUT1001	Start of Utility Assembly Package Relocation Process - City of Fort Worth	0	01-Oct-12		414	$0
3ACFTWMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - City of Fort Worth	0		27-Jun-13	364	$0
MUAA Process		155	01-Oct-12	03-May-13	260	$0
Utility Design		117	01-Oct-12	12-Mar-13	298	$0
Signature Process		38	06-May-13	27-Jun-13	254	$0
Procurement		28	06-May-13	12-Jun-13	271	$0
Energy Transfer		205	01-Oct-12	12-Jul-13	279	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	279	$0
3AENTRMSUT1000	Start of Utility Assembly Package Relocation Process - Energy Transfer	0	01-Oct-12		459	$0
3AENTRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Energy Transfer	0		12-Jul-13	391	$0
MUAA Process		165	01-Oct-12	17-May-13	280	$0
Utility Design		137	01-Oct-12	09-Apr-13	308	$0
Signature Process		38	20-May-13	12-Jul-13	273	$0
Procurement		28	20-May-13	26-Jun-13	291	$0
Magellan Pipeline		200	01-Oct-12	05-Jul-13	270	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	270	$0
3AMAGEMSUT1000	Start of Utility Assembly Package Relocation Process - Magellan Pipeline	0	01-Oct-12		437	$0
3AMAGEMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Magellan Pipeline	0		05-Jul-13	380	$0
MUAA Process		160	01-Oct-12	10-May-13	271	$0
Utility Design		122	01-Oct-12	19-Mar-13	309	$0
Signature Process		38	13-May-13	05-Jul-13	264	$0
Procurement		28	13-May-13	19-Jun-13	282	$0
Oncor		194	01-Oct-12	27-Jun-13	129	$0



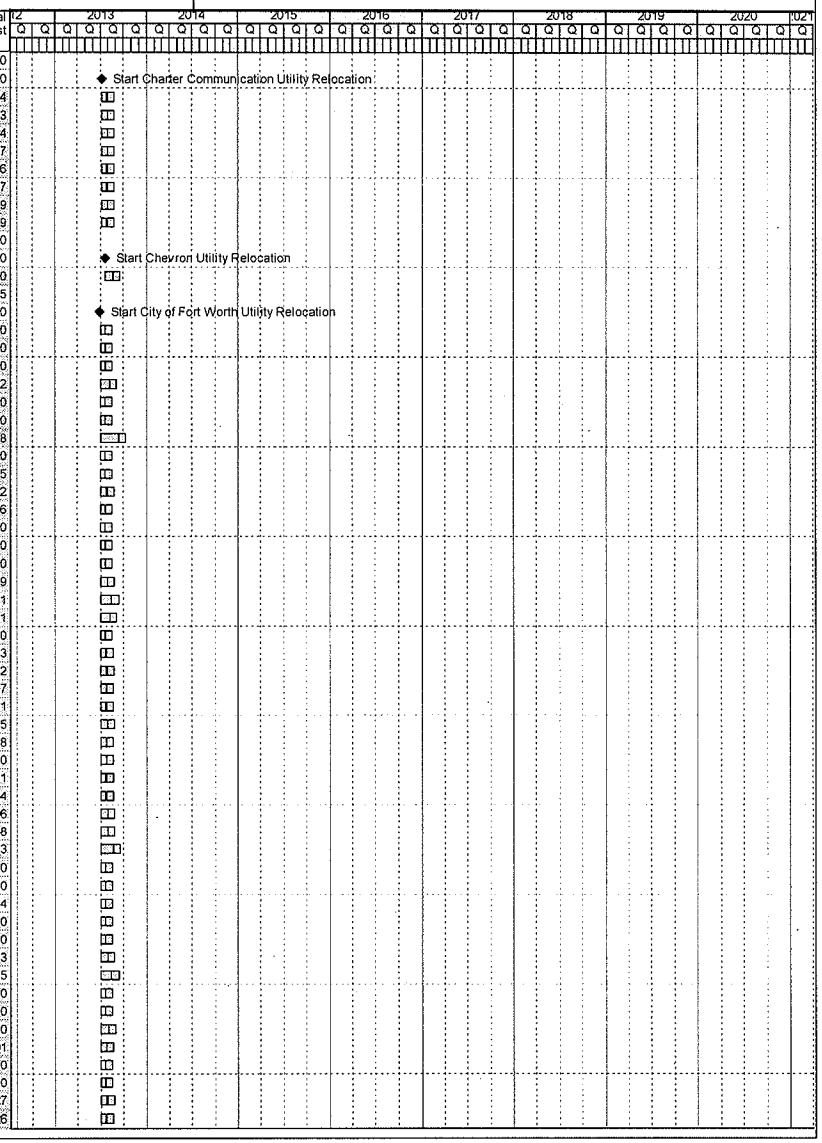
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Utility Assembly Package		194	01-Oct-12	27-Jun-13	129	$0
3AONCRMSUT1000	Start of Utility Assembly Package Relocation Process - Oncor	0	01-Oct-12		178	$0
3AONCRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Oncor	0		27-Jun-13	181	$0
MUAA Process		155	01-Oct-12	03-May-13	128	$0
Utility Design		117	01-Oct-12	12-Mar-13	166	$0
Signature Process		38	06-May-13	27-Jun-13	125	$0
Procurement		28	06-May-13	12-Jun-13	140	$0
Qwest		205	01-Oct-12	12-Jul-13	279	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	279	$0
3AQWSTMSUT1001	Start of Utility Assembly Package Relocation Process - Qwest	0	01-Oct-12		459	$0
3AQWSTMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Qwest	0		12-Jul-13	391	$0
MUAA Process		155	01-Oct-12	17-May-13	280	$0
Utility Design		132	01-Oct-12	02-Apr-13	313	$0
Signature Process		38	20-May-13	12-Jul-13	273	$0
Procurement		28	20-May-13	26-Jun-13	291	$0
Sprint		215	01-Oct-12	26-Jul-13	514	$0
Utility Assembly Package		215	01-Oct-12	26-Jul-13	514	$0
3ASPRTMSUT1000	Start of Utility Assembly Package Relocation Process - Sprint	0	01-Oct-12		801	$0
3ASPRTMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Sprint	0		26-Jul-13	720	$0
MUAA Process		176	01-Oct-12	03-Jun-13	515	$0
Utility Design		157	01-Oct-12	07-May-13	534	$0
Signature Process		38	04-Jun-13	26-Jul-13	503	$0
Procurement		28	04-Jun-13	11-Jul-13	525	$0
Texas Midstream		205	01-Oct-12	12-Jul-13	273	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	273	$0
3ATEMIMSUT1000	Start of Utility Assembly Package Relocation Process - Texas Midstream	0	01-Oct-12		449	$0
3ATEMIMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Texas Midstream	0		12-Jul-13	383	$0
MUAA Process		165	01-Oct-12	17-May-13	274	$0
Utility Design		132	01-Oct-12	02-Apr-13	307	$0
Signature Process		38	20-May-13	12-Jul-13	267	$0
Procurement		28	20-May-13	26-Jun-13	285	$0
Time Warner / Fiber Light		194	01-Oct-12	27-Jun-13	258	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	258	$0
3ATMWRMSUT1000	Start of Utility Assembly Package Relocation Process - Time Warner / Fiber Light	0	01-Oct-12		410	$0
3ATMWRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Time Warner / Fi	0		27-Jun-13	362	$0
MUAA Process		155	01-Oct-12	03-May-13	258	$0
Utility Design		117	01-Oct-12	12-Mar-13	296	$0
Signature Process		38	06-May-13	27-Jun-13	252	$0
Procurement		28	06-May-13	12-Jun-13	269	$0
Verizon		210	01-Oct-12	19-Jul-13	508	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	508	$0
3AVERZMSUT1000	Start of Utility Assembly Package Relocation Process - Verizon	0	01-Oct-12		785	$0
3AVERZMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Verizon	0		19-Jul-13	712	$0
MUAA Process		170	01-Oct-12	24-May-13	509	$0
Utility Design		157	01-Oct-12	07-May-13	522	$0
Signature Process		38	26-May-13	19-Jul-13	497	$0
Procurement		27	26-May-13	03-Jul-13	520	$0
Crosstex Energy		205	01-Oct-12	12-Jul-13	329	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	329	$0
ICCROSSMSUT1000	Start of Utility Assembly Package Relocation Process - Crosstex Energy	0	01-Oct-12		528	$0
ICCROSSMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Crosstex Energy	0		12-Jul-13	461	$0
MUAA Process		165	01-Oct-12	17-May-13	330	$0
Utility Design		142	01-Oct-12	16-Apr-13	353	$0
Signature Process		38	20-May-13	12-Jul-13	322	$0
Procurement		28	20-May-13	26-Jun-13	341	$0
Enterprisee Products		210	01-Oct-12	19-Jul-13	324	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	324	$0
ICENTRMSUT1000	Start of Utility Assembly Package Relocation Process - Enterprise Products	0	01-Oct-12		528	$0
ICENTRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Enterprise Product	0		19-Jul-13	454	$0
MUAA Process		170	01-Oct-12	24-May-13	325	$0



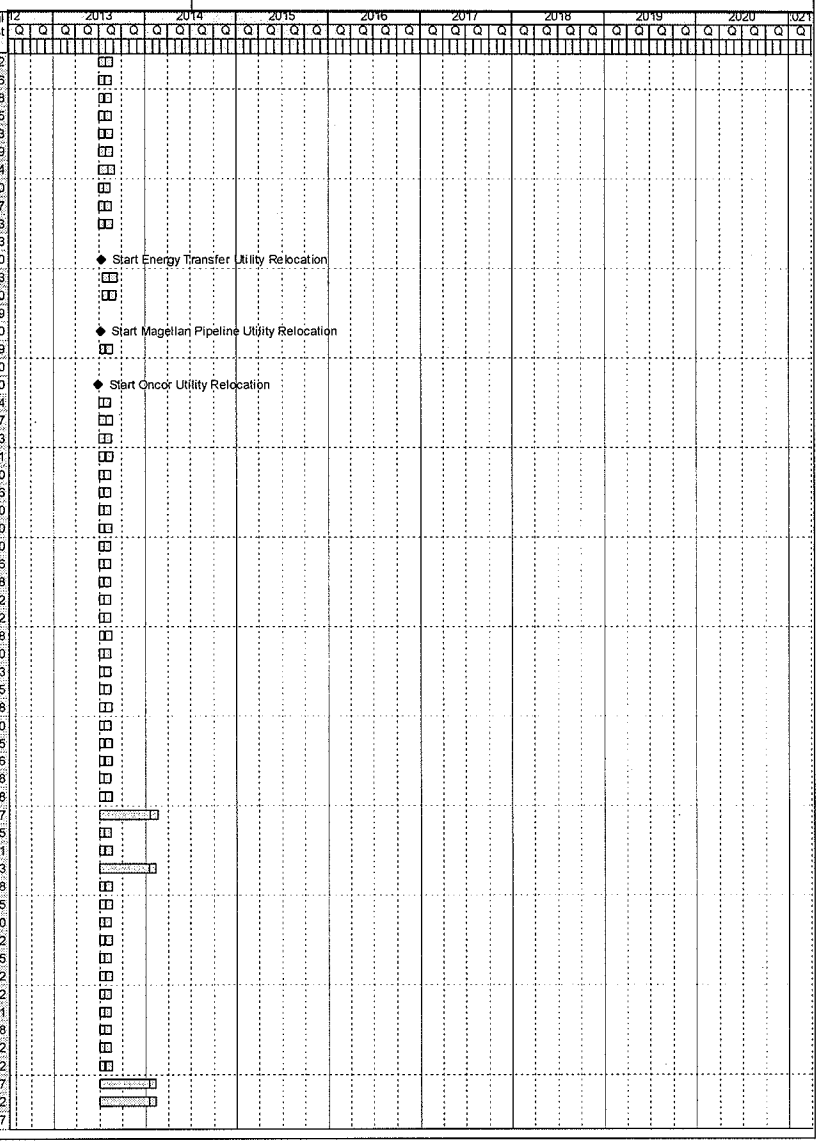
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Utility Design		147	01-Oct-12	23-Apr-13	348	$0
Signature Process		38	28-May-13	19-Jul-13	317	$0
Procurement		27	28-May-13	03-Jul-13	336	$0
Utility Relocations		166	28-Jun-13	18-Feb-14	858	$20,469,314
AT&T		58	28-Jun-13	17-Sep-13	968	$2,139,494
3AAT&TMSUT1000	Start AT&T Utility Relocation	0	28-Jun-13		374	$0
OH - 52 (Fiber Optic) 111+45 to 112+05		37	01-Jul-13	20-Aug-13	988	$67,018
OH - 14 (Fiber Optic) 870+40 to 889+00		37	01-Jul-13	20-Aug-13	347	$102,399
OH - 31 (Fiber Optic) 766+60 to 771+40		35	01-Jul-13	16-Aug-13	435	$27,527
OH - 37 (Fiber Optic) 727+50 to 729+80		39	01-Jul-13	22-Aug-13	264	$66,064
OH - 10 (Fiber Optic) 908+00 to 915+00		35	01-Jul-13	16-Aug-13	349	$22,021
OH - 14 (Fiber Optic) 884+00 to 889+00		35	01-Jul-13	16-Aug-13	349	$30,316
OH - 17 (Fiber Optic) 868+20 to 869+20		35	01-Jul-13	16-Aug-13	295	$13,800
OH - 43 (Fiber Optic) 766+40 to 766+40		35	01-Jul-13	16-Aug-13	268	$34,427
FO1 - 01 (Fiber Optic) 869+20 to 869+37		39	01-Jul-13	22-Aug-13	291	$111,574
FO1 - 03 (Fiber Optic) 869+35 to 870+45		35	01-Jul-13	16-Aug-13	349	$16,149
OH - 10 (Telephone) 908+00 to 916+00		35	01-Jul-13	16-Aug-13	349	$8,295
OH - 14 (Telephone) 884+00 to 889+00		35	01-Jul-13	16-Aug-13	349	$15,121
OH - 25 (Telephone) 793+30 to 796+05		35	01-Jul-13	16-Aug-13	387	$7,194
OH - 27 (Telephone) 788+40 to 796+00		36	01-Jul-13	19-Aug-13	386	$26,132
OH - 31 (Telephone) 766+60 to 771+40		35	01-Jul-13	16-Aug-13	284	$13,800
OH - 32 (Telephone) 761+10 to 763+25		35	01-Jul-13	16-Aug-13	550	$6,313
OH - 37 (Telephone) 727+50 to 729+80		35	01-Jul-13	16-Aug-13	293	$17,727
OH - 40 (Telephone) 724+80 to 729+00		35	01-Jul-13	16-Aug-13	293	$18,204
OH - 43 (Telephone) 766+40 to 766+40		35	01-Jul-13	16-Aug-13	307	$17,213
OH - 13 (Telephone) 916+00 to 917+80		35	01-Jul-13	16-Aug-13	349	$8,809
T1 - 02 (Telephone) 915+00 to 915+70		35	01-Jul-13	16-Aug-13	349	$0
T1 - 03 (Telephone) 862+90 to 888+00		57	01-Jul-13	17-Sep-13	327	$658,362
T1 - 04 (Telephone) 886+00 to 888+00		42	01-Jul-13	27-Aug-13	342	$146,808
T1 - 05 (Telephone) 865+80 to 886+00		51	01-Jul-13	09-Sep-13	279	$217,937
T1 - 06 (Telephone) 872+10 to 873+00		35	01-Jul-13	16-Aug-13	349	$0
T1 - 07 (Telephone) 833+35 to 838+85		48	01-Jul-13	04-Sep-13	746	$250,657
T1 - 08 (Telephone) 763+00 to 766+50		37	01-Jul-13	20-Aug-13	433	$45,878
T1 - 09 (Telephone) 755+50 to 758+30		37	01-Jul-13	20-Aug-13	433	$45,878
T1 - 11 (Telephone) 727+20 to 729+60		41	01-Jul-13	26-Aug-13	689	$143,872
Atmos		60	06-Jul-13	27-Sep-13	939	$1,398,680
3AATMOMSUT1000	Start Atmos Utility Relocation	0	06-Jul-13		377	$0
G1 - 03 (Gas) 903+50 to 908+00		35	09-Jul-13	26-Aug-13	289	$0
G1 - 02 (Gas) 911+20 to 916+00		34	09-Jul-13	23-Aug-13	344	$49,401
G1 - 09 (Gas) 875+30 to 875+80		34	09-Jul-13	23-Aug-13	344	$0
G1 - 10 (Gas) 866+30 to 867+00		34	09-Jul-13	23-Aug-13	344	$0
G1 - 11 (Gas) 861+30 to 864+30		36	09-Jul-13	27-Aug-13	342	$47,272
G1 - 17 (Gas) 744+50 to 758+40		38	09-Jul-13	29-Aug-13	426	$114,694
G1 - 04 (Gas) 903+50 to 907+50		42	09-Jul-13	04-Sep-13	956	$147,763
G1 - 06 (Gas) 869+00 to 887+20		59	09-Jul-13	27-Sep-13	319	$428,387
G1 - 07 (Gas) 876+50 to 885+10		39	09-Jul-13	30-Aug-13	285	$135,945
G1 - 08 (Gas) 876+10 to 876+50		34	09-Jul-13	23-Aug-13	290	$0
G1 - 12 (Gas) 788+60 to 794+00		35	09-Jul-13	26-Aug-13	381	$48,961
G1 - 13 (Gas) 758+40 to 783+50		45	09-Jul-13	09-Sep-13	419	$242,381
G1 - 16 (Gas) 745+80 to 761+00		39	09-Jul-13	30-Aug-13	590	$141,156
G1 - 18 (Gas) 758+40 to 758+40		35	09-Jul-13	26-Aug-13	269	$42,721
G1 - 15 (Gas) 766+80 to 766+80		34	09-Jul-13	23-Aug-13	430	$0
G1 - 14 (Gas) 776+70 to 776+70		34	09-Jul-13	23-Aug-13	382	$0
Barnett Gathering		43	20-Jul-13	18-Sep-13	537	$222,415
ICMSUT1001	Start Barnett Gathering Utility Relocation	0	20-Jul-13		465	$0
G4 - 01 (Gas) 745+90 to 745+90		35	22-Jul-13	06-Sep-13	545	$12,185
G4 - 02 (Gas) 608+05/35W to 690+90/820		43	22-Jul-13	18-Sep-13	338	$210,230
Broadwing/Level 3		43	06-Jul-13	04-Sep-13	276	$135,064
3ALVL3MSUT100	Start Broadwing / Level 3 Utility Relocation	0	06-Jul-13		389	$0
FO3 - 01 (Fiber Optic) 809+00 to 815+50		42	09-Jul-13	04-Sep-13	276	$135,064



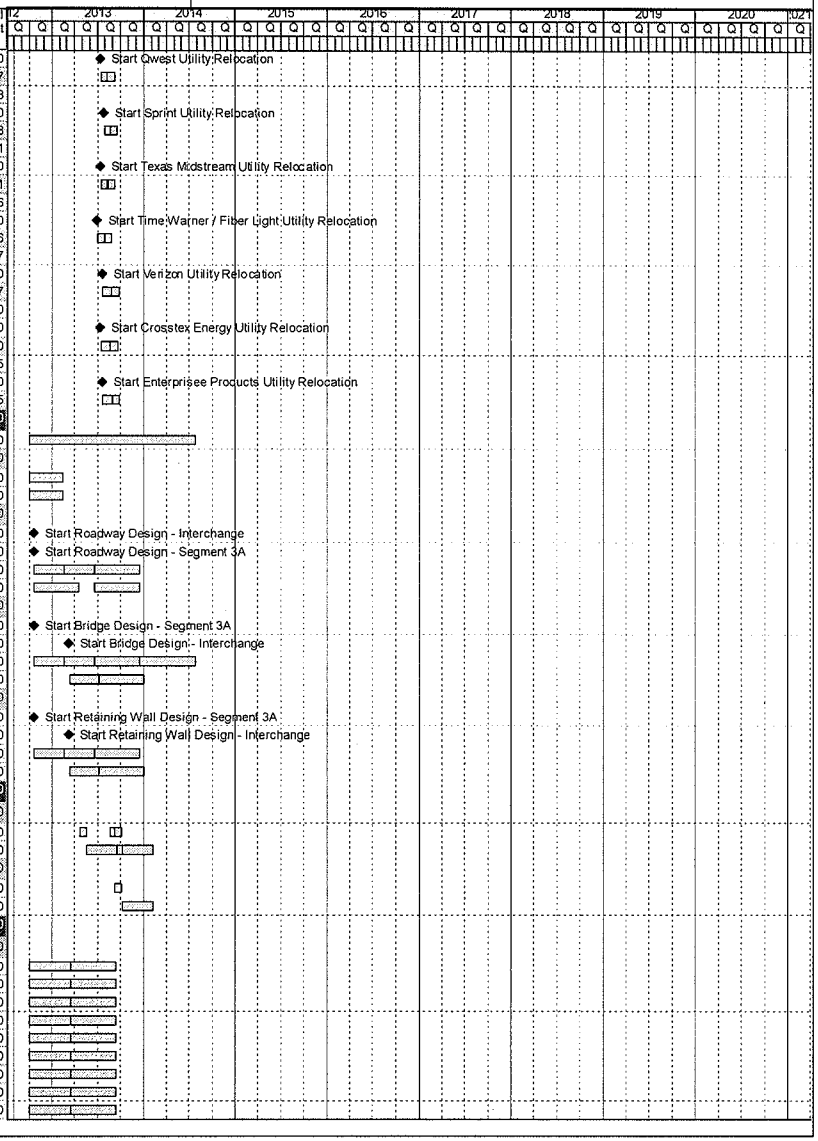
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Charter Communication		37	06-Jul-13	27-Aug-13	983	$258,420
3ACHARMSUT100	Start Charter Communication Utility Relocation	0	06-Jul-13		380	$0
OH - 13 (Cable TV) 916+00 to 917+80		34	09-Jul-13	23-Aug-13	344	$8,074
OH - 14 (Cable TV) 870+40 to 889+00		36	09-Jul-13	27-Aug-13	342	$48,153
OH - 18 (Cable TV) 860+50 to 866+00		36	09-Jul-13	27-Aug-13	342	$55,714
OH - 52 (Cable TV) 111+45 to 112+05		35	09-Jul-13	26-Aug-13	984	$44,887
OH - 31 (Fiber Optic) 766+30 to 771+00		34	09-Jul-13	23-Aug-13	430	$26,866
OH - 43 (Fiber Optic) 766+30 to 766+30		34	09-Jul-13	23-Aug-13	270	$31,637
OH - 9 (Cable TV) 902+50 to 913+00		35	09-Jul-13	26-Aug-13	289	$30,389
OH - 10 (Cable TV) 908+00 to 916+00		34	09-Jul-13	23-Aug-13	344	$12,699
Chevron		42	20-Jul-13	17-Sep-13	365	$168,830
3ACHEVMSUT1000	Start Chevron Utility Relocation	0	20-Jul-13		507	$0
PL5 - 01 (Gas) 784+00 to 810+00		42	22-Jul-13	17-Sep-13	365	$168,830
City of Fort Worth		73	28-Jun-13	08-Oct-13	953	$2,761,925
3ACFTWMSUT1000	Start City of Fort Worth Utility Relocation	0	28-Jun-13		364	$0
WI - 22 (Water) 771+10 to 771+10		35	01-Jul-13	16-Aug-13	268	$0
WI - 23 (Water) 766+80 to 766+80		35	01-Jul-13	16-Aug-13	268	$0
WI - 25 (Water) 758+40 to 758+40		35	01-Jul-13	16-Aug-13	268	$0
WI - 05 (Water) 875+00 to 887+30		48	01-Jul-13	04-Sep-13	336	$74,102
WI - 13 (Water) 866+30 to 866+90		35	01-Jul-13	16-Aug-13	349	$0
WI - 14 (Water) 863+80 to 864+30		35	01-Jul-13	16-Aug-13	349	$0
WI - 20 (Water) 741+00 to 783+50		72	01-Jul-13	08-Oct-13	398	$233,168
WI - 21 (Water) 776+30 to 776+30		35	01-Jul-13	16-Aug-13	387	$0
WI - 27 (Water) 742+00 to 743+00		35	01-Jul-13	16-Aug-13	600	$5,505
WI - 28 (Water) 730+00 to 731+80		40	01-Jul-13	23-Aug-13	288	$53,842
WI - 31 (Water) 680+50 to 681+40		35	01-Jul-13	16-Aug-13	268	$9,506
WI - 07 (Water) 883+90 to 884+30		35	01-Jul-13	16-Aug-13	349	$0
WI - 08 (Water) 881+10 to 881+50		35	01-Jul-13	16-Aug-13	349	$0
WI - 09 (Water) 876+00 to 876+80		35	01-Jul-13	16-Aug-13	349	$0
WI - 04 (Water) 885+10 to 888+00		41	01-Jul-13	26-Aug-13	259	$109,299
WI - 06 (Water) 863+50 to 885+10		52	01-Jul-13	10-Sep-13	278	$177,271
WI - 10 (Water) 860+40 to 875+00		48	01-Jul-13	04-Sep-13	336	$118,181
WI - 11 (Water) 874+40 to 874+80		35	01-Jul-13	16-Aug-13	295	$0
WI - 12 (Water) 869+50 to 868+00		36	01-Jul-13	19-Aug-13	294	$23,453
WI - 26 (Water) 755+60 to 755+60		40	01-Jul-13	23-Aug-13	270	$78,102
WI - 30 (Water) 681+40 to 686+40		39	01-Jul-13	22-Aug-13	596	$42,207
WI - 56 (Water) 107+80 to 109+95		36	01-Jul-13	19-Aug-13	989	$18,571
WI - 18 (Water) 785+70 to 796+40		42	01-Jul-13	27-Aug-13	380	$105,335
WI - 19 (Water) 785+70 to 785+70		37	01-Jul-13	20-Aug-13	385	$63,348
WI - 17 (Water) 801+40 to 801+40		37	01-Jul-13	20-Aug-13	350	$69,220
WWI - 04 (Wastewater) 925+00 to 926+10		36	01-Jul-13	19-Aug-13	534	$107,831
WWI - 28 (Wastewater) 756+30 to 759+00		36	01-Jul-13	19-Aug-13	599	$18,204
WWI - 06 (Wastewater) 911+20 to 921+00		41	01-Jul-13	26-Aug-13	343	$64,596
WWI - 08 (Wastewater) 914+80 to 914+80		41	01-Jul-13	26-Aug-13	259	$91,608
WWI - 11 (Wastewater) 862+00 to 889+70		57	01-Jul-13	17-Sep-13	327	$186,593
WWI - 12 (Wastewater) 887+90 to 888+60		35	01-Jul-13	16-Aug-13	349	$0
WWI - 13 (Wastewater) 875+50 to 875+80		35	01-Jul-13	16-Aug-13	349	$0
WWI - 14 (Wastewater) 869+60 to 869+60		35	01-Jul-13	16-Aug-13	295	$7,854
WWI - 16 (Wastewater) 867+60 to 868+10		35	01-Jul-13	16-Aug-13	349	$0
WWI - 18 (Wastewater) 865+10 to 865+50		35	01-Jul-13	16-Aug-13	349	$0
WWI - 20 (Wastewater) 805+00 to 806+20		41	01-Jul-13	26-Aug-13	283	$78,543
WWI - 25 (Wastewater) 758+60 to 777+00		52	01-Jul-13	10-Sep-13	418	$143,505
WWI - 26 (Wastewater) 776+60 to 776+60		35	01-Jul-13	16-Aug-13	387	$0
WWI - 27 (Wastewater) 771+20 to 771+20		35	01-Jul-13	16-Aug-13	435	$0
WWI - 29 (Wastewater) 744+50 to 753+50		44	01-Jul-13	29-Aug-13	541	$117,740
WWI - 32 (Wastewater) 732+50 to 736+50		37	01-Jul-13	20-Aug-13	433	$28,701
WWI - 21 (Wastewater) 794+00 to 795+10		35	01-Jul-13	16-Aug-13	387	$0
WWI - 22 (Wastewater) 794+20 to 794+20		35	01-Jul-13	16-Aug-13	387	$0
WWI - 35 (Wastewater) 674+55 to 695+00		40	01-Jul-13	23-Aug-13	568	$62,027
WWI - 61 (Wastewater) 107+80 to 109+95		36	01-Jul-13	19-Aug-13	572	$19,526



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
WW1 - 03 (Wastewater) 924+80 to 926+30		41	01-Jul-13	26-Aug-13	529	$88,672
W1 - 33 (Water) 673+80 to 673+80		39	01-Jul-13	22-Aug-13	569	$123,466
W1 - 35 (Water) 107+90 to 110+90		36	01-Jul-13	19-Aug-13	572	$37,198
WW1 - 10 (Wastewater) 903+10 to 904+00		39	01-Jul-13	22-Aug-13	291	$35,895
WW1 - 31 (Wastewater) 740+50 to 742+40		40	01-Jul-13	23-Aug-13	555	$80,433
WW1 - 30 (Wastewater) 741+00 to 751+25		42	01-Jul-13	27-Aug-13	261	$73,569
WW1 - 24 (Wastewater) 786+80 to 786+80		48	01-Jul-13	04-Sep-13	460	$125,374
WW1 - 23 (Wastewater) 794+00 to 794+00		35	01-Jul-13	16-Aug-13	387	$0
WW1 - 07 (Wastewater) 914+30 to 916+00		36	01-Jul-13	19-Aug-13	294	$24,077
WW1 - 34 (Wastewater) 730+50 to 732+60		40	01-Jul-13	23-Aug-13	288	$65,403
Energy Transfer		42	13-Jul-13	10-Sep-13	370	$389,483
3AENTRMSUT1003	Start Energy Transfer Utility Relocation	0	13-Jul-13		391	$0
PL3 - 03 (Gas) 784+00 to 810+00		42	15-Jul-13	10-Sep-13	370	$244,803
PL3 - 01 (Gas) 860+00 to 866+00		41	15-Jul-13	09-Sep-13	279	$144,680
Magellan Pipeline		35	06-Jul-13	23-Aug-13	270	$23,269
3AMAGEMSUT1004	Start Magellan Pipeline Utility Relocation	0	06-Jul-13		380	$0
PL11 - 01 (Gas) 758+45 to 768+00		34	09-Jul-13	23-Aug-13	270	$23,269
Oncor		168	28-Jun-13	18-Feb-14	858	$11,203,060
3AMSUT1003	Start Oncor Utility Relocation	0	28-Jun-13		181	$0
OH - 10 (Electric) 911+00 to 916+00		35	01-Jul-13	16-Aug-13	349	$27,894
OH - 12 (Electric) 911+00 to 914+00		41	01-Jul-13	26-Aug-13	343	$249,427
OH - 14 (Electric) 867+50 to 889+00		37	01-Jul-13	20-Aug-13	347	$93,333
OH - 17 (Electric) 868+55 to 870+70		40	01-Jul-13	23-Aug-13	290	$169,711
OH - 19 (Electric) 862+05 to 862+70		35	01-Jul-13	16-Aug-13	349	$0
OH - 20 (Electric) 857+50 to 862+00		35	01-Jul-13	16-Aug-13	349	$27,416
OH - 21 (Electric) 860+00 to 861+15		35	01-Jul-13	16-Aug-13	349	$13,470
OH - 22 (Electric) 832+50 to 839+85		36	01-Jul-13	19-Aug-13	758	$34,830
OH - 24 (Electric) 806+80 to 807+00		35	01-Jul-13	16-Aug-13	289	$0
OH - 26 (Electric) 794+50 to 794+50		35	01-Jul-13	16-Aug-13	352	$30,206
OH - 28 (Electric) 778+20 to 779+35		35	01-Jul-13	16-Aug-13	387	$10,478
OH - 29 (Electric) 776+20 to 778+20		35	01-Jul-13	16-Aug-13	352	$24,352
OH - 30 (Electric) 775+50 to 776+30		35	01-Jul-13	16-Aug-13	352	$24,352
OH - 31 (Electric) 762+90 to 776+35		36	01-Jul-13	19-Aug-13	434	$67,348
OH - 34 (Electric) 762+90 to 762+90		35	01-Jul-13	16-Aug-13	435	$0
OH - 35 (Electric) 755+60 to 758+35		35	01-Jul-13	16-Aug-13	435	$12,993
OH - 36 (Electric) 740+70 to 745+00		35	01-Jul-13	16-Aug-13	435	$20,205
OH - 37 (Electric) 727+20 to 729+65		39	01-Jul-13	22-Aug-13	289	$132,898
OH - 38 (Electric) 728+60 to 729+65		35	01-Jul-13	16-Aug-13	293	$0
OH - 7 (Electric) 913+00 to 921+00		36	01-Jul-13	19-Aug-13	294	$46,465
OH - 8 (Electric) 895+00 to 903+50		36	01-Jul-13	19-Aug-13	294	$55,916
OH - 27 (Electric) 788+25 to 794+00		35	01-Jul-13	16-Aug-13	387	$25,508
OH - 52 (Electric) 111+45 to 112+05		37	01-Jul-13	20-Aug-13	988	$104,858
OH - 103 (Electric) 784+00 to 810+00 - Complex Relocation		167	01-Jul-13	18-Feb-14	255	$1,519,467
OH - 104 (Electric) 688+30 to 688+30		35	01-Jul-13	16-Aug-13	297	$84,415
OH - 33 (Electric) 758+35 to 763+00		36	01-Jul-13	19-Aug-13	274	$823,081
OH - 100 (Electric) 755+25 to 757+00 - Complex Relocation		164	01-Jul-13	13-Feb-14	306	$1,266,223
E1 - 5 (Electric) 106+05 to 109+00		36	01-Jul-13	19-Aug-13	989	$45,768
OH - 15 (Electric) 861+80 to 884+25		39	01-Jul-13	22-Aug-13	291	$104,895
OH - 16 (Electric) 874+90 to 875+10		35	01-Jul-13	16-Aug-13	349	$0
E1 - 3 (Electric) 696+55 to 700+20		36	01-Jul-13	19-Aug-13	434	$53,622
OH - 105 (Electric) 687+60 to 687+60		35	01-Jul-13	16-Aug-13	297	$84,415
OH - 9 (Electric) 902+50 to 913+00		36	01-Jul-13	19-Aug-13	348	$53,402
OH - 11 (Electric) 913+80 to 915+30		35	01-Jul-13	16-Aug-13	295	$9,322
OH - 18 (Electric) 860+50 to 866+00		35	01-Jul-13	16-Aug-13	349	$18,571
OH - 25 (Electric) 793+30 to 796+05		35	01-Jul-13	16-Aug-13	387	$12,038
OH - 32 (Electric) 761+10 to 763+25		35	01-Jul-13	16-Aug-13	550	$9,322
OH - 42 (Electric) 678+65 to 696+55		36	01-Jul-13	19-Aug-13	434	$37,822
OH - 102 (Electric) 830+00 to 834+55 - Complex Relocation		164	01-Jul-13	13-Feb-14	630	$1,688,297
OH - 101 (Electric) 912+00 to 919+50 - Complex Relocation		164	01-Jul-13	13-Feb-14	136	$4,220,742
Qwest		40	13-Jul-13	06-Sep-13	278	$141,817

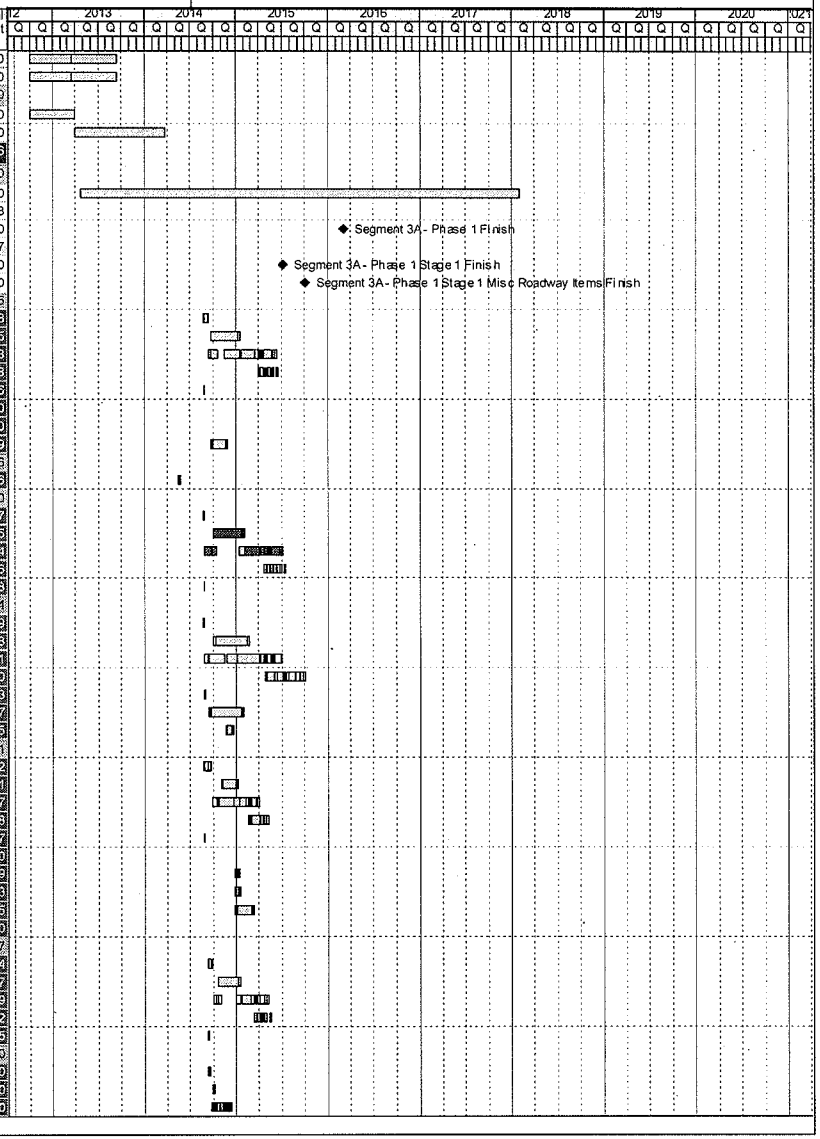


Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AQWSTMSUT1000	Start Qwest Utility Relocation	0	13-Jul-13		391	$0
FO10 - 01 (Fiber Optic) 723+00 to 726+00		40	15-Jul-13	06-Sep-13	278	$141,817
Sprint		37	27-Jul-13	17-Sep-13	513	$81,038
3AMSUT1002	Start Sprint Utility Relocation	0	27-Jul-13		720	$0
FO14 - 01 (Fiber Optic) 921+00 to 921+00		37	29-Jul-13	17-Sep-13	513	$81,038
Texas Midstream		41	13-Jul-13	09-Sep-13	273	$156,351
3AMSUT1001	Start Texas Midstream Utility Relocation	0	13-Jul-13		383	$0
PL12 - 01 (Gas) 809+00 to 815+00		41	15-Jul-13	09-Sep-13	273	$156,351
Time Warner/Fiber Light		43	28-Jun-13	27-Aug-13	258	$202,596
3AMSUT1005	Start Time Warner / Fiber Light Utility Relocation	0	28-Jun-13		362	$0
FO9 - 01 (Fiber Optic) 912+30 to 916+70		42	01-Jul-13	27-Aug-13	258	$202,596
Verizon		47	20-Jul-13	24-Sep-13	508	$270,127
3AMSUT1000	Start Verizon Utility Relocation	0	20-Jul-13		712	$0
FO7 - 01 (Fiber Optic) 920+00 to 923+50		47	22-Jul-13	24-Sep-13	508	$270,127
Crosstex Energy		50	13-Jul-13	20-Sep-13	336	$376,490
ICMSUT1005	Start Crosstex Energy Utility Relocation	0	13-Jul-13		461	$0
G3 - 01 (Gas) 590+40/35W to 680+05/820		50	15-Jul-13	20-Sep-13	336	$376,490
Enterprisee Products		49	20-Jul-13	26-Sep-13	332	$540,255
ICMSUT1000	Start Enterprisee Products Utility Relocation	0	20-Jul-13		454	$0
G14 - 01 (Gas) 590+70/35W to 679+70/820		49	22-Jul-13	26-Sep-13	332	$540,255
Design		475	01-Oct-12	25-Jul-14	935	$71,355,000
NTE-3AIC-DSGN	Total Design Cost	475	01-Oct-12	25-Jul-14	935	$71,355,000
Preliminary Design		100	01-Oct-12	15-Feb-13	617	$0
Preliminary Design - Segment 3A		100	01-Oct-12	15-Feb-13	617	$0
Preliminary Design - Interchange		100	01-Oct-12	15-Feb-13	39	$0
Roadway Design		300	20-Oct-12	13-Dec-13	1075	$0
NTEIC-RDW	Start Roadway Design - Interchange	0	20-Oct-12		55	$0
NTE3A-RDW	Start Roadway Design - Segment 3A	0	20-Oct-12		410	$0
Roadway Design - Segment 3A		300	22-Oct-12	13-Dec-13	1061	$0
Roadway Design - Interchange		300	22-Oct-12	13-Dec-13	1075	$0
Bridge Design		460	20-Oct-12	25-Jul-14	887	$0
NTE3A-BRD	Start Bridge Design - Segment 3A	0	20-Oct-12		353	$0
IC1005	Start Bridge Design - Interchange	0	09-Mar-13		152	$0
Bridge Design - Segment 3A		460	22-Oct-12	25-Jul-14	887	$0
Bridge Design - Interchange		215	11-Mar-13	03-Jan-14	515	$0
Retaining Wall Design		315	20-Oct-12	03-Jan-14	1080	$0
NTE3AIC-RW1010	Start Retaining Wall Design - Segment 3A	0	20-Oct-12		554	$0
IC1000	Start Retaining Wall Design - Interchange	0	09-Mar-13		444	$0
Retaining Wall Design - Segment 3A		300	22-Oct-12	13-Dec-13	1095	$0
Retaining Wall Design - Interchange		215	11-Mar-13	03-Jan-14	712	$0
Procurement		210	22-Apr-13	07-Feb-14	276	$0
Segment 3A		210	22-Apr-13	07-Feb-14	276	$0
Shop Drawings		120	22-Apr-13	04-Oct-13	276	$0
Manufacture & Deliver		190	20-May-13	07-Feb-14	276	$0
Interchange		110	09-Sep-13	07-Feb-14	252	$0
Shop Drawings		20	09-Sep-13	04-Oct-13	252	$0
Manufacture & Deliver		90	07-Oct-13	07-Feb-14	252	$0
Permits		386	01-Oct-12	24-Mar-14	893	$0
Rail Road Permit		248	01-Oct-12	11-Sep-13	1031	$0
Rail Road Permit for Brige 205		248	01-Oct-12	11-Sep-13	256	$0
Rail Road Permit for Brige 206		248	01-Oct-12	11-Sep-13	948	$0
Rail Road Permit for Brige 207		248	01-Oct-12	11-Sep-13	654	$0
Rail Road Permit for Brige 208		248	01-Oct-12	11-Sep-13	533	$0
Rail Road Permit for Brige 209		248	01-Oct-12	11-Sep-13	1031	$0
Rail Road Permit for Brige 210		248	01-Oct-12	11-Sep-13	684	$0
Rail Road Permit for Brige 217		248	01-Oct-12	11-Sep-13	266	$0
Rail Road Permit for Brige 218		248	01-Oct-12	11-Sep-13	207	$0
Rail Road Permit for Brige 219		248	01-Oct-12	11-Sep-13	659	$0

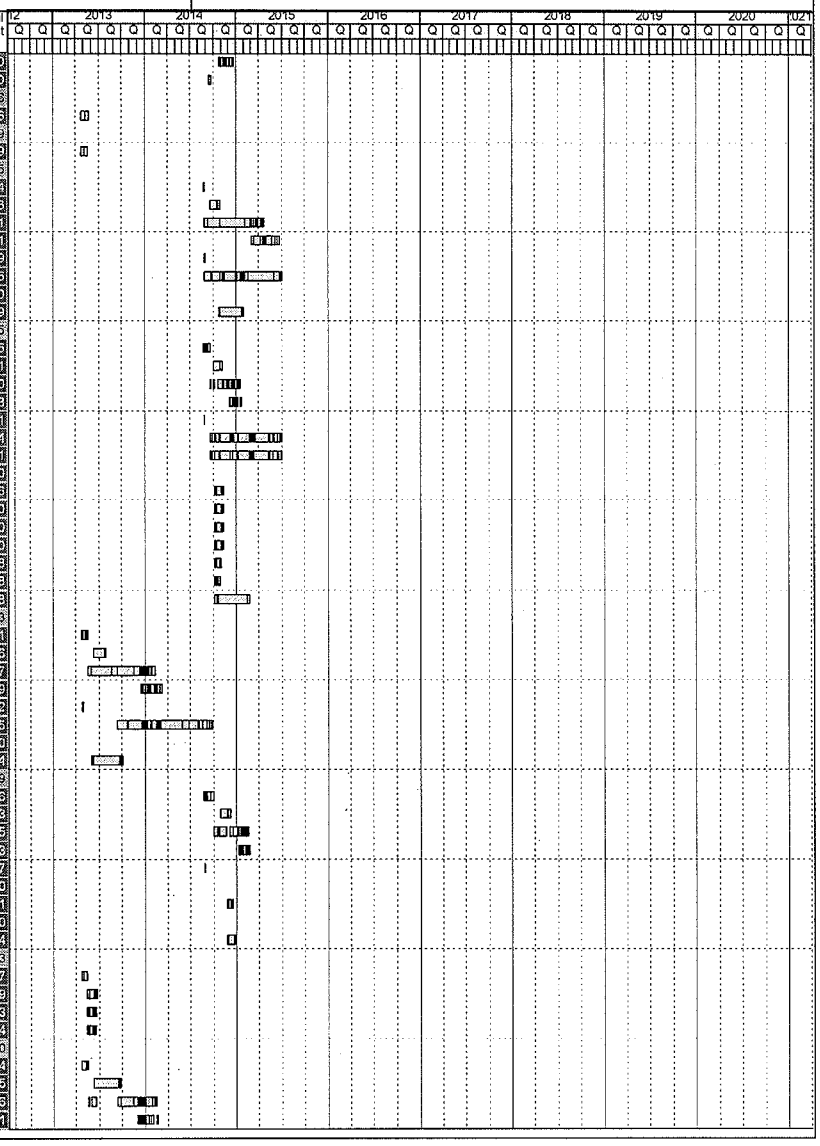


SUMMARY SCHEDULE | NTE - Segment 3A Interchange Project - FBS # 1 |

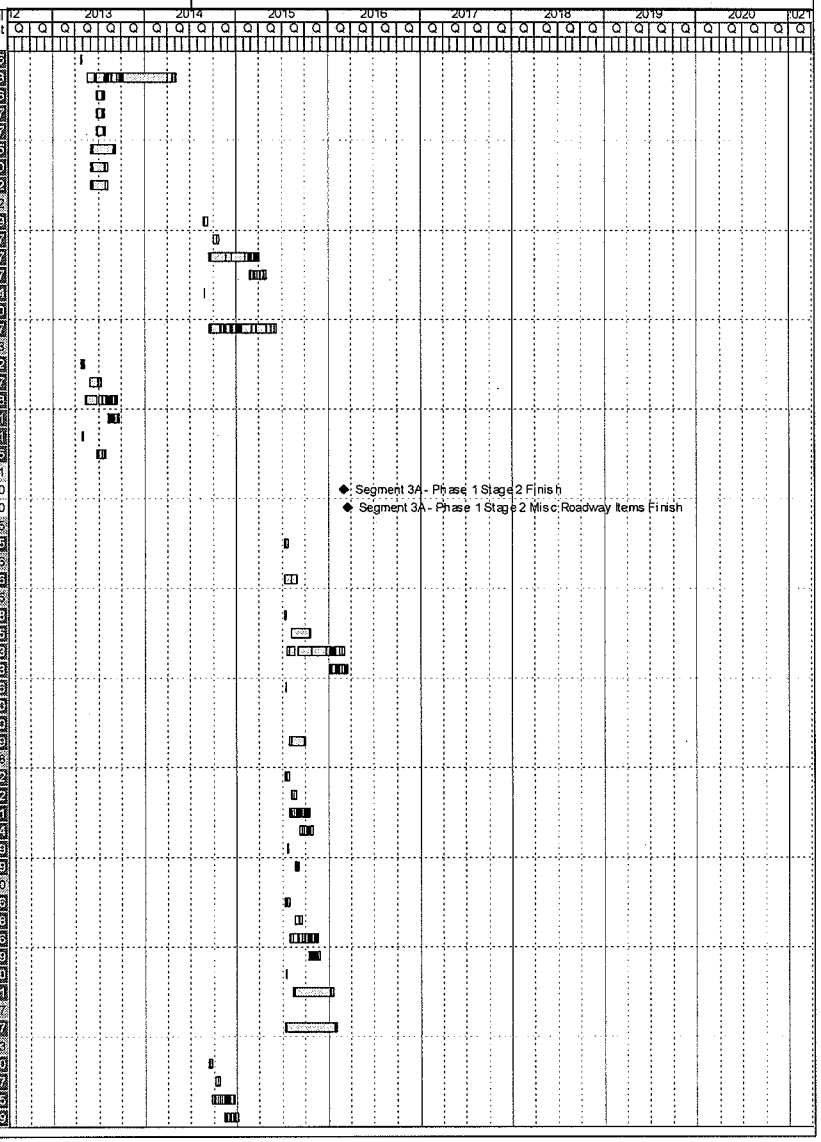
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Rail Road Permit for Brige 235		248	01-Oct-12	11-Sep-13	747	$0
Rail Road Permit for Brige 236		248	01-Oct-12	11-Sep-13	507	$0
US Army Corp Permit		540	01-Oct-12	24-Mar-14	463	$0
3ANBGPDT2241000	Preparation and application of Permit 404 and 408	180	01-Oct-12	29-Mar-13	463	$0
3ANBGPDT2241010	Review and Approval of US Army Corp Permit 404 and 408 (Bridge 224, 225 and 226)	360	30-Mar-13	24-Mar-14	463	$0
Construction		1248	20-Apr-13	31-Jan-18	37	$892,775,686
Segment 3A Construction		1248	20-Apr-13	31-Jan-18	37	$595,392,400
A132900	Base Construction Cost Over / Under	1248	22-Apr-13	31-Jan-18	37	$0
Phase 1		760	20-Apr-13	18-Mar-16	525	$170,844,858
3AMSMS11005	Segment 3A - Phase 1 Finish	0		03-Mar-16	4	$0
Stage 1		640	20-Apr-13	02-Oct-15	645	$137,910,617
3AMSMS111000	Segment 3A - Phase 1 Stage 1 Finish	0		08-Jul-15	4	$0
3AMSMS11000	Segment 3A - Phase 1 Stage 1 Misc Roadway Items Finish	0		02-Oct-15	905	$0
NBFR - Mecham to Dewey		215	22-Aug-14	18-Jun-15	721	$7,684,785
TCP & Temp Work		211	22-Aug-14	12-Jun-15	20	$172,818
Drainage		63	24-Sep-14	19-Jan-15	16	$868,095
Roadworks		142	16-Sep-14	12-Jun-15	16	$5,196,473
ITS / Signs / Stripes / Electrical / MISC.		58	31-Mar-15	18-Jun-15	721	$482,243
Noise Wall		2	26-Aug-14	27-Aug-14	227	$24,346
Retaining Wall RWN13-M1		0			0	$0
Retaining Wall RWN13-M2		0			0	$0
Retaining Wall RWN13-S		40	24-Sep-14	01-Dec-14	131	$940,809
NBFR - Dewey to S. of Trinity River		6	14-May-14	23-May-14	295	$195,286
TCP & Temp Work		5	14-May-14	23-May-14	295	$195,285
NBFR - S. of Trinity River to IH-30		236	22-Aug-14	17-Jul-15	700	$7,327,190
TCP & Temp Work		229	22-Aug-14	08-Jul-15	2	$270,747
Drainage		65	03-Oct-14	03-Feb-15	1	$979,735
Roadworks		166	29-Aug-14	08-Jul-15	1	$5,399,104
ITS / Signs / Stripes / Electrical / MISC.		62	23-Apr-15	17-Jul-15	700	$550,146
Noise Wall		2	27-Aug-14	28-Aug-14	226	$27,458
SBFR - Meacham to Dewey		291	22-Aug-14	02-Oct-15	645	$21,511,584
TCP & Temp Work		225	22-Aug-14	02-Jul-15	6	$818,349
Drainage		76	02-Oct-14	20-Feb-15	4	$2,077,698
Roadworks		163	29-Aug-14	02-Jul-15	4	$12,007,811
ITS / Signs / Stripes / Electrical / MISC.		116	24-Apr-15	02-Oct-15	645	$2,036,560
Noise Wall		3	29-Aug-14	02-Sep-14	223	$58,273
Retaining Wall RWS12		81	16-Sep-14	30-Jan-15	95	$4,158,187
Retaining Wall RWS32		20	19-Nov-14	23-Dec-14	118	$334,705
SBFR - Dewey to S. of Trinity River		185	22-Aug-14	07-May-15	751	$6,029,851
TCP & Temp Work		159	22-Aug-14	01-Apr-15	72	$498,082
Drainage		36	03-Nov-14	08-Jan-15	51	$431,611
Roadworks		101	26-Sep-14	01-Apr-15	51	$2,749,707
ITS / Signs / Stripes / Electrical / MISC.		68	17-Feb-15	07-May-15	751	$889,978
Noise Wall		2	26-Aug-14	27-Aug-14	227	$12,097
Retaining Wall RWS13B		0			0	$0
Retaining Wall RWS14		14	24-Dec-14	14-Jan-15	104	$106,409
Retaining Wall RWS16A		15	24-Dec-14	16-Jan-15	103	$218,013
Retaining Wall RWS20		47	24-Dec-14	11-Mar-15	71	$1,123,955
Retaining Wall RWS38		0			0	$0
SBFR - S. of Trinity River to IH-30		182	06-Sep-14	19-May-15	743	$4,624,007
TCP & Temp Work		176	06-Sep-14	11-May-15	44	$106,874
Drainage		49	20-Oct-14	19-Jan-15	32	$632,987
Roadworks		118	30-Sep-14	11-May-15	32	$3,479,119
ITS / Signs / Stripes / Electrical / MISC.		49	13-Mar-15	19-May-15	743	$387,282
Noise Wall		2	11-Sep-14	12-Sep-14	215	$17,745
NBGP - Dewey to S. of Trinity River		76	06-Sep-14	22-Dec-14	849	$0
TCP & Temp Work		70	06-Sep-14	12-Dec-14	150	$0
Drainage		8	29-Sep-14	08-Oct-14	109	$0
Roadworks		46	22-Sep-14	12-Dec-14	109	$0



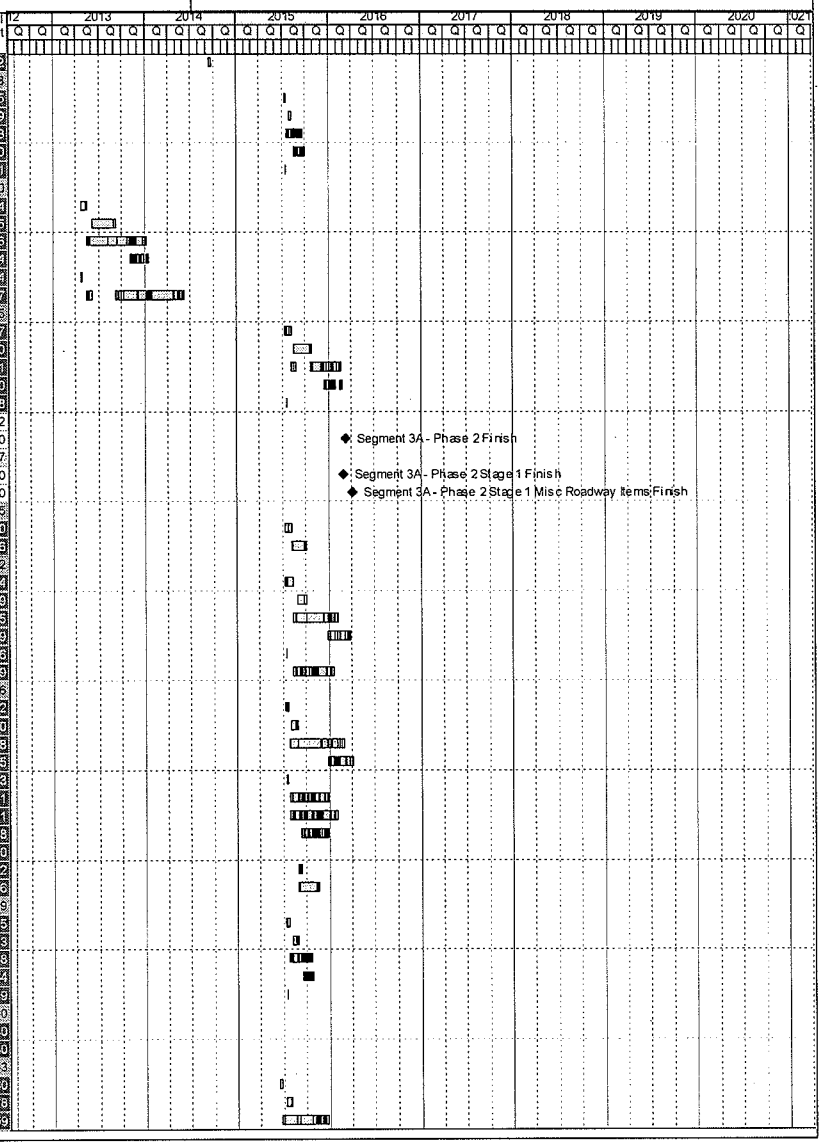
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	ITS / Signs / Stripes / Electrical / MISC.	42	24-Oct-14	22-Dec-14	849	$0
	Noise Wall	5	16-Sep-14	22-Sep-14	209	$0
	NBRP - Meacham to Dewey	23	20-Apr-13	22-May-13	557	$639,616
	TCP & Temp Work	23	20-Apr-13	22-May-13	557	$639,616
	NBRP - Dewey to S. of Trinity River	21	20-Apr-13	20-May-13	559	$597,669
	TCP & Temp Work	21	20-Apr-13	20-May-13	559	$597,669
	SBGP - Meacham to Dewey	225	22-Aug-14	02-Jul-15	711	$13,671,275
	TCP & Temp Work	225	22-Aug-14	02-Jul-15	6	$393,814
	Drainage	24	18-Sep-14	28-Oct-14	39	$529,046
	Roadworks	128	29-Aug-14	23-Apr-15	39	$5,141,971
	ITS / Signs / Stripes / Electrical / MISC.	81	02-Mar-15	22-Jun-15	719	$1,021,431
	Noise Wall	3	20-Aug-14	01-Sep-14	224	$42,599
	B205 - SB 35W GP over FWWR	220	29-Aug-14	02-Jul-15	6	$4,879,185
	Retaining Wall RWS05	0			0	$0
	Retaining Wall RWS08	58	24-Oct-14	30-Jan-15	95	$1,663,289
	SBRP - Meacham to Dewey	224	22-Aug-14	01-Jul-15	712	$17,021,965
	TCP & Temp Work	224	22-Aug-14	01-Jul-15	7	$428,955
	Drainage	24	30-Sep-14	07-Nov-14	91	$428,691
	Roadworks	65	19-Sep-14	16-Jan-15	91	$2,554,210
	ITS / Signs / Stripes / Electrical / MISC.	36	05-Dec-14	23-Jan-15	825	$243,273
	Noise Wall	2	26-Aug-14	27-Aug-14	227	$8,201
	B202 - SB 35W GP Ramp to SB 35W ML	204	19-Sep-14	01-Jul-15	7	$8,376,364
	B-XXX - FR to GPL Entrance (TBD)	203	19-Sep-14	30-Jun-15	8	$1,993,574
	Retaining Wall RWS33	0			0	$0
	Retaining Wall RWS04	21	08-Oct-14	11-Nov-14	141	$418,316
	Retaining Wall RWS05	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWMB01	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWMB02	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWS02A	17	08-Oct-14	04-Nov-14	145	$318,678
	Retaining Wall RW02B	11	08-Oct-14	27-Oct-14	151	$42,628
	Retaining Wall RWS07	82	08-Oct-14	24-Feb-15	80	$2,209,078
	NSML - Dewey to S. of Trinity River	375	20-Apr-13	26-Sep-14	910	$21,617,973
	TCP & Temp Work	375	20-Apr-13	26-Sep-14	205	$304,591
	Drainage	30	11-Jun-13	31-Jul-13	299	$537,246
	Roadworks	146	20-May-13	10-Feb-14	275	$5,184,037
	ITS / Signs / Stripes / Electrical / MISC.	62	13-Dec-13	10-Mar-14	1054	$740,619
	Noise Wall	2	26-Apr-13	26-Apr-13	574	$33,572
	B218 - 35W ML over UPRR	271	13-Sep-13	26-Sep-14	205	$12,783,485
	Retaining Wall RWN15A-S	0			0	$0
	Retaining Wall RWS15-S	77	31-May-13	02-Oct-13	382	$2,024,424
	SBRP - Dewey to S. of Trinity River	133	22-Aug-14	24-Feb-15	803	$2,673,569
	TCP & Temp Work	130	22-Aug-14	19-Feb-15	101	$728,696
	Drainage	20	31-Oct-14	09-Dec-14	73	$223,463
	Roadworks	75	02-Oct-14	19-Feb-15	73	$1,116,785
	ITS / Signs / Stripes / Electrical / MISC.	34	08-Jan-15	24-Feb-15	803	$91,293
	Noise Wall	2	26-Aug-14	27-Aug-14	227	$9,477
	Retaining Wall RWS16	0			0	$0
	Retaining Wall RWS17A	12	24-Nov-14	15-Dec-14	123	$145,801
	Retaining Wall RW17B	0			0	$0
	Retaining Wall RWS18	19	24-Nov-14	26-Dec-14	116	$361,054
	XRDS - SH 183/NE 28th St.	47	20-Apr-13	25-Jun-13	533	$1,358,033
	TCP & Temp Work	47	20-Apr-13	25-Jun-13	533	$441,157
	Retaining Wall RW07A	24	16-May-13	25-Jun-13	444	$405,799
	Retaining Wall RW08A-S	22	16-May-13	21-Jun-13	446	$249,493
	Retaining Wall RW08B-S	22	16-May-13	21-Jun-13	446	$261,584
	XRDS - Spur 280	275	20-Apr-13	09-May-14	1010	$17,514,240
	TCP & Temp Work	275	20-Apr-13	09-May-14	205	$135,374
	Drainage	63	11-Jun-13	26-Sep-13	272	$865,615
	Roadworks	149	20-May-13	14-Feb-14	272	$2,463,096
	ITS / Signs / Stripes / Electrical / MISC.	59	03-Dec-13	21-Feb-14	1065	$471,331



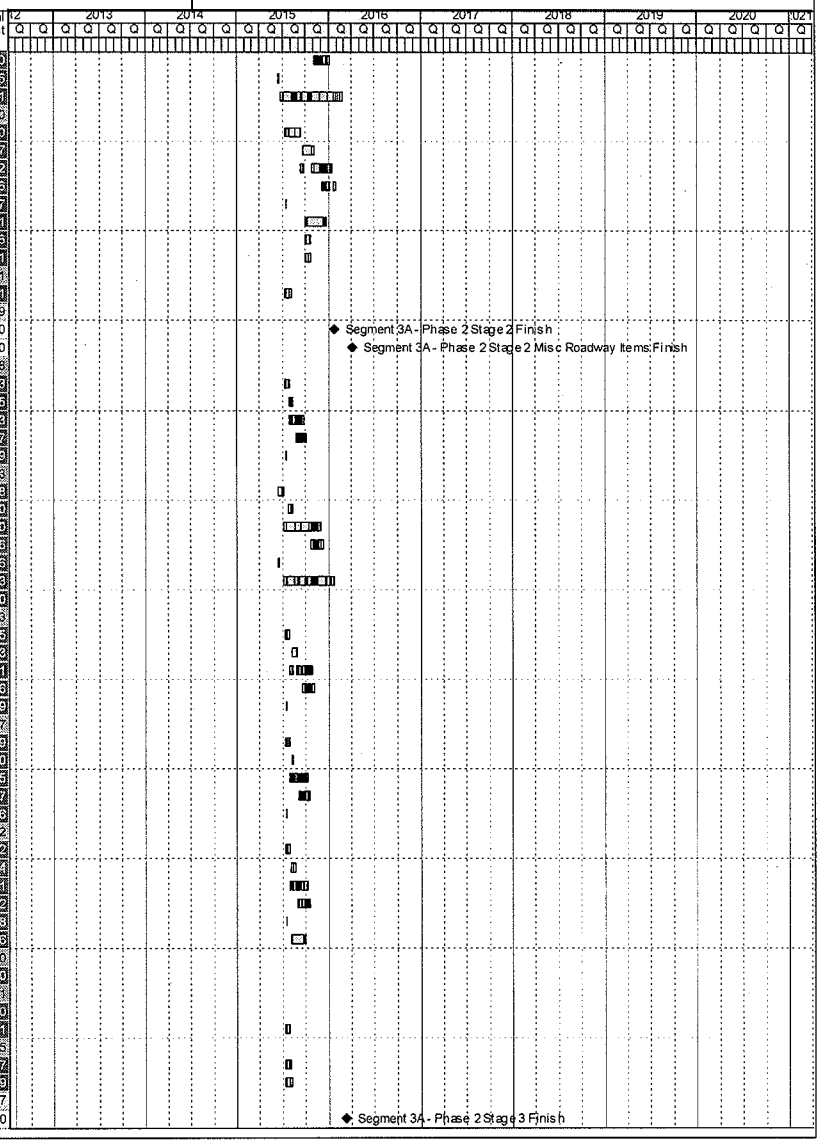
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Noise Wall	2	24-Apr-13	25-Apr-13	576	$24,265
	B237 - Spur 280 over 35W	255	20-May-13	09-May-14	305	$8,802,733
	Retaining Wall RW280S1	22	24-Jun-13	26-Jul-13	424	$448,436
	Retaining Wall RW280N1	22	24-Jun-13	26-Jul-13	424	$447,477
	Retaining Wall RW280N2-M	24	24-Jun-13	30-Jul-13	422	$484,737
	Retaining Wall RW280N2-S	62	31-May-13	09-Sep-13	397	$1,581,925
	Retaining Wall RWN27	42	31-May-13	06-Aug-13	417	$835,200
	Retaining Wall RWS28	45	31-May-13	09-Aug-13	414	$954,052
	SBGP - Dewey to S. of Trinity River	210	22-Aug-14	11-Jun-15	726	$13,399,042
	TCP & Temp Work	210	22-Aug-14	11-Jun-15	5	$220,609
	Drainage	16	30-Sep-14	24-Oct-14	61	$298,807
	Roadworks	110	12-Sep-14	02-Apr-15	37	$3,475,827
	ITS / Signs / Stripes / Electrical / MISC.	50	20-Feb-15	30-Apr-15	756	$592,687
	Noise Wall	2	26-Aug-14	27-Aug-14	211	$23,864
	Retaining Wall RWS21	0			0	$0
	B217 - SB 35W GP over UPRR	195	12-Sep-14	11-Jun-15	5	$8,789,447
	XRDS - Yucca Av./Northside Dr.	110	20-Apr-13	20-Sep-13	1175	$2,044,533
	TCP & Temp Work	105	20-Apr-13	13-Sep-13	475	$135,392
	Drainage	23	28-May-13	09-Jul-13	355	$269,007
	Roadworks	72	08-May-13	13-Sep-13	355	$1,155,908
	ITS / Signs / Stripes / Electrical / MISC.	33	07-Aug-13	20-Sep-13	1175	$97,361
	Noise Wall	4	26-Apr-13	01-May-13	572	$7,541
	Retaining Wall RW20A	26	25-Jun-13	30-Jul-13	508	$379,325
	Stage 2	760	20-Apr-13	18-Mar-16	525	$32,934,241
3AMSMS121000	Segment 3A - Phase 1 Stage 2 Finish	0		03-Mar-16	4	$0
3AMS21000	Segment 3A - Phase 1 Stage 2 Misc Roadway Items Finish	0		18-Mar-16	737	$0
	SBGP - S. of Trinity River to IH-30	10	09-Jul-15	22-Jul-15	163	$277,725
	TCP & Temp Work	10	09-Jul-15	22-Jul-15	163	$277,725
	NBGP - S. of Trinity River to IH-30	38	09-Jul-15	31-Aug-15	135	$1,246,646
	TCP & Temp Work	38	09-Jul-15	31-Aug-15	135	$1,246,646
	NBFR - Meacham to Dewey	182	09-Jul-15	18-Mar-16	525	$7,684,785
	TCP & Temp Work	171	09-Jul-15	03-Mar-16	2	$172,818
	Drainage	45	05-Aug-15	23-Oct-15	2	$868,095
	Roadworks	123	20-Jul-15	03-Mar-16	2	$5,195,473
	ITS / Signs / Stripes / Electrical / MISC.	53	06-Jan-16	18-Mar-16	525	$482,243
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$24,346
	Retaining Wall RWN13-M1	0			0	$0
	Retaining Wall RWN13-M2	0			0	$0
	Retaining Wall RWN13-S	40	28-Jul-15	29-Sep-15	92	$940,809
	SBFR - Dewey to S. of Trinity River	81	09-Jul-15	29-Oct-15	626	$911,258
	TCP & Temp Work	71	09-Jul-15	15-Oct-15	102	$22,562
	Drainage	11	06-Aug-15	24-Aug-15	75	$86,322
	Roadworks	45	28-Jul-15	16-Oct-15	75	$549,941
	ITS / Signs / Stripes / Electrical / MISC.	38	08-Sep-15	29-Oct-15	626	$143,604
	Noise Wall	5	20-Jul-15	24-Jul-15	161	$2,419
	Retaining Wall RWS14	13	18-Aug-15	04-Sep-15	105	$106,409
	NBFR - Dewey to S. of Trinity River	140	09-Jul-15	20-Jan-16	567	$5,552,590
	TCP & Temp Work	140	09-Jul-15	20-Jan-16	33	$80,166
	Drainage	16	19-Aug-15	16-Sep-15	57	$162,498
	Roadworks	62	29-Jul-15	18-Nov-15	57	$1,173,376
	ITS / Signs / Stripes / Electrical / MISC.	32	13-Oct-15	25-Nov-15	607	$54,509
	Noise Wall	2	15-Jul-15	16-Jul-15	167	$4,560
	Retaining Wall RWN32	94	11-Aug-15	20-Jan-16	29	$4,097,481
	SBFR - Meacham to Dewey	148	09-Jul-15	01-Feb-16	25	$4,158,187
	Retaining Wall RWS12	148	09-Jul-15	01-Feb-16	25	$4,158,187
	SBFR - S. of Trinity River to IH-30	85	06-Sep-14	02-Jan-15	840	$1,198,193
	TCP & Temp Work	76	03-Sep-14	22-Dec-14	148	$28,500
	Drainage	10	06-Oct-14	22-Oct-14	107	$168,797
	Roadworks	50	23-Sep-14	22-Dec-14	107	$927,785
	ITS / Signs / Stripes / Electrical / MISC.	39	11-Nov-14	02-Jan-15	840	$68,399



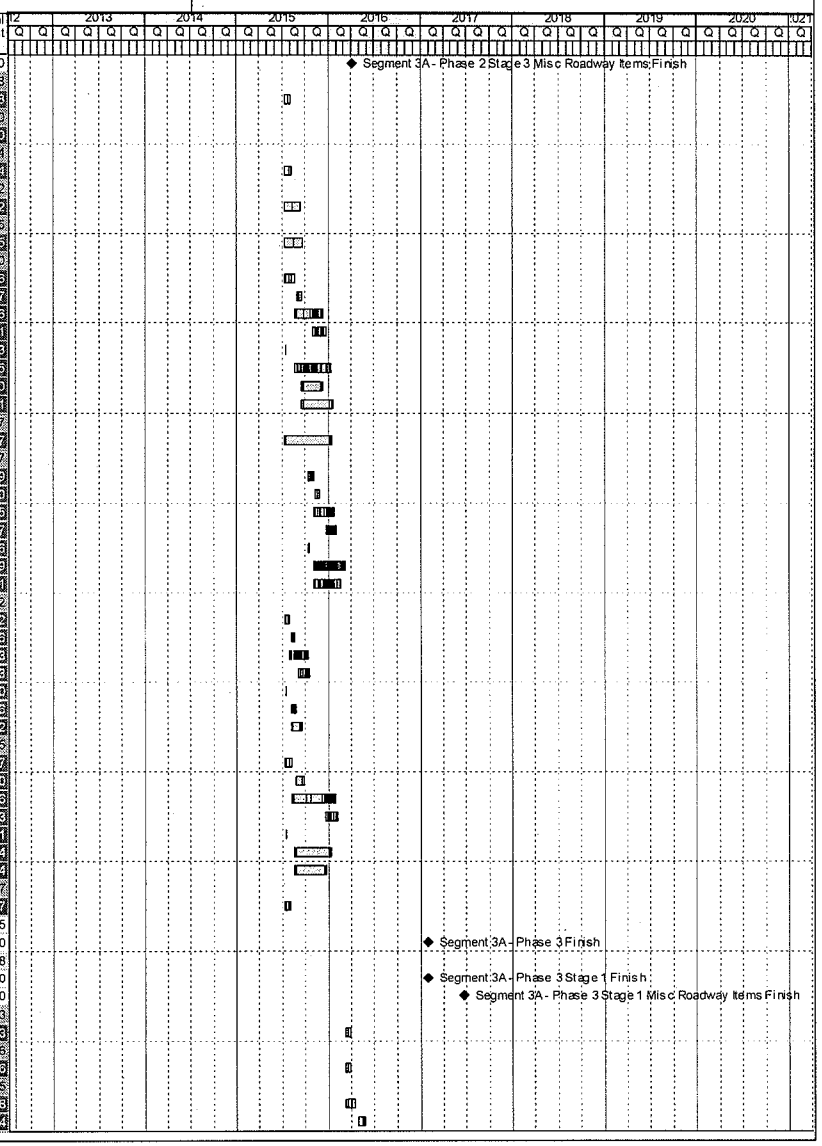
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Noise Wall		5	16-Sep-14	22-Sep-14	219	$4,732
NBRP - Meacham to Dewey		58	09-Jul-15	28-Sep-15	649	$244,273
TCP & Temp Work		54	09-Jul-15	22-Sep-15	119	$9,025
Drainage		9	27-Jul-15	07-Aug-15	88	$45,909
Roadworks		37	20-Jul-15	22-Sep-15	88	$170,578
ITS / Signs / Stripes / Electrical / MISC.		31	17-Aug-15	28-Sep-15	649	$17,430
Noise Wall		2	14-Jul-15	15-Jul-15	168	$1,331
XRDS - SH 183/NE 28th St.		295	20-Apr-13	06-Jun-14	990	$8,470,810
TCP & Temp Work		295	20-Apr-13	06-Jun-14	456	$135,374
Drainage		55	07-Jun-13	09-Sep-13	421	$747,965
Roadworks		131	16-May-13	08-Jan-14	421	$3,197,426
ITS / Signs / Stripes / Electrical / MISC.		52	04-Nov-13	14-Jan-14	1093	$404,974
Noise Wall		2	24-Apr-13	25-Apr-13	747	$20,944
B214 - SH 183/NE 28th Street over 35W		277	16-May-13	06-Jun-14	456	$3,964,127
XRDS - Yucca Av./Northside Dr.		164	09-Jul-15	23-Feb-16	543	$3,189,776
TCP & Temp Work		161	09-Jul-15	18-Feb-16	12	$89,347
Drainage		40	17-Aug-15	28-Oct-15	10	$522,190
Roadworks		103	07-Aug-15	18-Feb-16	10	$2,243,821
ITS / Signs / Stripes / Electrical / MISC.		52	14-Dec-15	23-Feb-16	543	$319,780
Noise Wall		2	20-Jul-15	21-Jul-15	164	$14,638
Phase 2		214	12-Jun-15	06-Apr-16	512	$81,182,862
3AMSMS21000	Segment 3A- Phase 2 Finish	0		07-Mar-16	0	$0
Stage 1		214	12-Jun-15	06-Apr-16	512	$40,554,527
3AMSMS211000	Segment 3A- Phase 2 Stage 1 Finish	0		29-Feb-16	7	$0
3AMS1003	Segment 3A- Phase 2 Stage 1 Misc Roadway Items Finish	0		06-Apr-16	718	$0
SBRP - Meacham to Dewey		62	09-Jul-15	02-Oct-15	111	$1,500,285
TCP & Temp Work		62	09-Jul-15	02-Oct-15	111	$608,730
Retaining Wall RWS10		35	06-Aug-15	02-Oct-15	91	$891,556
SBGP - Meacham to Dewey		188	09-Jul-15	28-Mar-16	519	$8,604,152
TCP & Temp Work		153	09-Jul-15	08-Feb-16	20	$1,478,704
Drainage		18	28-Aug-15	02-Oct-15	15	$363,719
Roadworks		95	13-Aug-15	08-Feb-16	15	$3,535,105
ITS / Signs / Stripes / Electrical / MISC.		64	30-Dec-15	28-Mar-16	519	$594,059
Noise Wall		2	15-Jul-15	16-Jul-15	167	$29,246
B208 - SB 35W GP over BNSF		116	13-Aug-15	21-Jan-16	32	$2,503,319
SBGP - S. of Trinity River to IH-30		195	09-Jul-15	06-Apr-16	512	$13,147,446
TCP & Temp Work		166	09-Jul-15	29-Feb-16	3	$619,722
Drainage		17	03-Aug-15	28-Aug-15	4	$528,120
Roadworks		117	27-Jul-15	29-Feb-16	4	$4,950,448
ITS / Signs / Stripes / Electrical / MISC.		73	28-Dec-15	06-Apr-16	512	$991,015
Noise Wall		3	17-Jul-15	21-Jul-15	164	$42,453
B234 - SB 35W GP over 4th St.		111	27-Jul-15	28-Dec-15	50	$1,593,121
B236 - SB 35W GP over RR (922+00)		138	27-Jul-15	03-Feb-16	23	$2,420,891
B230 - SB 35W GP over Pharr/TX121		78	11-Sep-15	29-Dec-15	49	$669,488
Retaining Wall RWS26-M		0			0	$0
Retaining Wall RWS30		9	27-Aug-15	09-Sep-15	103	$76,792
Retaining Wall RWS31		48	27-Aug-15	18-Nov-15	64	$1,255,416
SBRP - Dewey to S. of Trinity River		80	09-Jul-15	28-Oct-15	627	$876,749
TCP & Temp Work		74	09-Jul-15	20-Oct-15	99	$37,905
Drainage		14	07-Aug-15	28-Aug-15	72	$130,353
Roadworks		50	24-Jul-15	20-Oct-15	72	$651,458
ITS / Signs / Stripes / Electrical / MISC.		33	14-Sep-15	28-Oct-15	627	$53,254
Noise Wall		2	14-Jul-15	15-Jul-15	168	$3,779
NBRP - Dewey to S. of Trinity River		0			0	$0
Retaining Wall RWN16-M		0			0	$0
Retaining Wall RWN16-S		0			0	$0
SBGP - Dewey to S. of Trinity River		186	12-Jun-15	26-Feb-16	540	$11,837,743
TCP & Temp Work		186	12-Jun-15	26-Feb-16	6	$747,380
Drainage		14	13-Jul-15	03-Aug-15	60	$242,678
Roadworks		98	24-Jun-15	22-Dec-15	41	$2,843,859



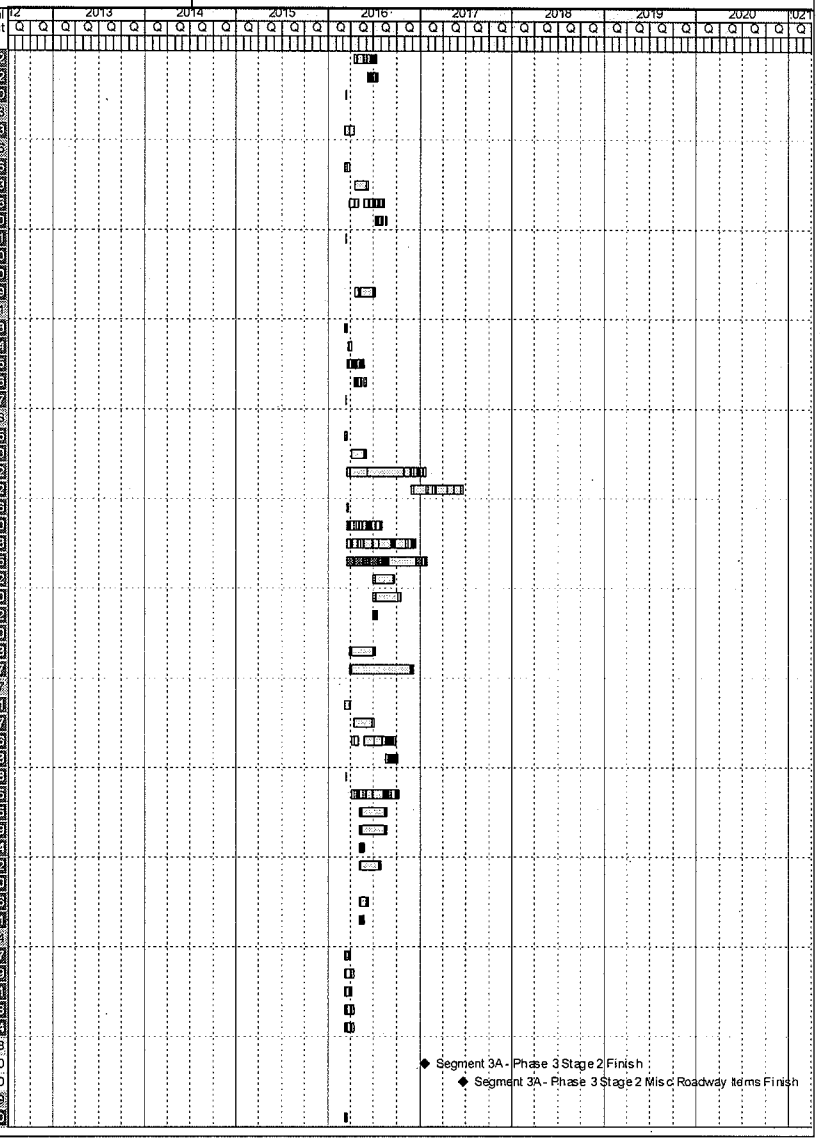
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	ITS / Signs / Stripes / Electrical / MISC.	45	04-Nov-15	05-Jan-16	578	$401,700
	Noise Wall	2	16-Jun-15	17-Jun-15	188	$19,525
	B226 - SB 35W GP over Trinity River	178	24-Jun-15	26-Feb-16	0	$7,582,601
	SBRP - S. of Trinity River to IH-30	144	09-Jul-15	26-Jan-16	563	$4,270,610
	TCP & Temp Work	137	09-Jul-15	15-Jan-16	36	$1,177,530
	Drainage	25	22-Sep-15	04-Nov-15	27	$291,347
	Roadworks	66	11-Sep-15	15-Jan-16	27	$906,082
	ITS / Signs / Stripes / Electrical / MISC.	38	04-Dec-15	26-Jan-16	563	$253,496
	Noise Wall	2	15-Jul-15	16-Jul-15	167	$8,457
	Retaining Wall RWS25	49	28-Sep-15	22-Dec-15	45	$1,180,441
	Retaining Wall RWS27	15	28-Sep-15	21-Oct-15	79	$270,296
	Retaining Wall RWS29	14	28-Sep-15	20-Oct-15	80	$180,961
	XRDS - Meacham Blvd.	17	10-Jul-15	05-Aug-15	126	$317,541
	Retaining Wall RW10A	17	10-Jul-15	05-Aug-15	126	$317,541
	Stage 2	214	12-Jun-15	06-Apr-16	512	$9,747,839
3AMSMS221000	Segment 3A - Phase 2 Stage 2 Finish	0		22-Jan-16	45	$0
3AMSRD1001	Segment 3A - Phase 2 Stage 2 Misc Roadway Items Finish	0		06-Apr-16	718	$0
	SBGP - Meacham to Dewey	63	09-Jul-15	05-Oct-15	644	$421,026
	TCP & Temp Work	57	09-Jul-15	25-Sep-15	116	$24,613
	Drainage	7	31-Jul-15	11-Aug-15	85	$33,065
	Roadworks	34	29-Jul-15	25-Sep-15	85	$321,373
	ITS / Signs / Stripes / Electrical / MISC.	31	24-Aug-15	05-Oct-15	644	$39,317
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$2,659
	SBGP - Dewey to S. of Trinity River	161	12-Jun-15	22-Jan-16	565	$5,214,423
	TCP & Temp Work	161	12-Jun-15	22-Jan-16	31	$140,389
	Drainage	12	24-Jul-15	11-Aug-15	67	$188,750
	Roadworks	81	07-Jul-15	01-Dec-15	51	$2,211,890
	ITS / Signs / Stripes / Electrical / MISC.	35	23-Oct-15	10-Dec-15	596	$341,496
	Noise Wall	2	16-Jun-15	17-Jun-15	188	$15,186
	B221 - SB 35W GP over Northside Dr/Yucca Ave	144	07-Jul-15	22-Jan-16	31	$2,316,713
	Retaining Wall RWS23	0			0	$0
	SBRP - S. of Trinity River to IH-30	83	09-Jul-15	02-Nov-15	624	$710,423
	TCP & Temp Work	78	09-Jul-15	26-Oct-15	95	$45,125
	Drainage	15	07-Aug-15	31-Aug-15	69	$145,673
	Roadworks	48	31-Jul-15	26-Oct-15	69	$464,041
	ITS / Signs / Stripes / Electrical / MISC.	32	18-Sep-15	02-Nov-15	624	$51,358
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$4,229
	SBGP - S. of Trinity River to IH-30	72	09-Jul-15	16-Oct-15	635	$1,076,947
	TCP & Temp Work	67	09-Jul-15	09-Oct-15	1	$56,999
	Drainage	4	05-Aug-15	10-Aug-15	3	$88,020
	Roadworks	40	30-Jul-15	08-Oct-15	1	$825,075
	ITS / Signs / Stripes / Electrical / MISC.	33	02-Sep-15	16-Oct-15	635	$99,777
	Noise Wall	2	14-Jul-15	15-Jul-15	93	$7,076
	SBRP - Meacham to Dewey	71	09-Jul-15	15-Oct-15	636	$1,727,092
	TCP & Temp Work	65	09-Jul-15	07-Oct-15	108	$18,802
	Drainage	10	03-Aug-15	18-Aug-15	80	$112,814
	Roadworks	40	28-Jul-15	07-Oct-15	80	$672,151
	ITS / Signs / Stripes / Electrical / MISC.	36	27-Aug-15	15-Oct-15	636	$29,602
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$2,158
	Retaining Wall RWS10	35	03-Aug-15	28-Sep-15	93	$891,555
	NBRP - Dewey to S. of Trinity River	0			0	$0
	Retaining Wall RWN16-M	0			0	$0
	SBRP - Dewey to S. of Trinity River	13	10-Jul-15	28-Jul-15	159	$145,801
	Retaining Wall RWS16	0			0	$0
	Retaining Wall RWS17A	12	10-Jul-15	28-Jul-15	131	$145,801
	XRDS - SH 183/NE 28th St.	17	10-Jul-15	05-Aug-15	126	$452,125
	Retaining Wall RW21A	15	10-Jul-15	31-Jul-15	120	$175,837
	Retaining Wall RW21B	17	10-Jul-15	05-Aug-15	126	$276,289
	Stage 3	195	09-Jul-15	06-Apr-16	512	$30,880,497
3AMSMS231000	Segment 3A - Phase 2 Stage 3 Finish	0		07-Mar-16	0	$0



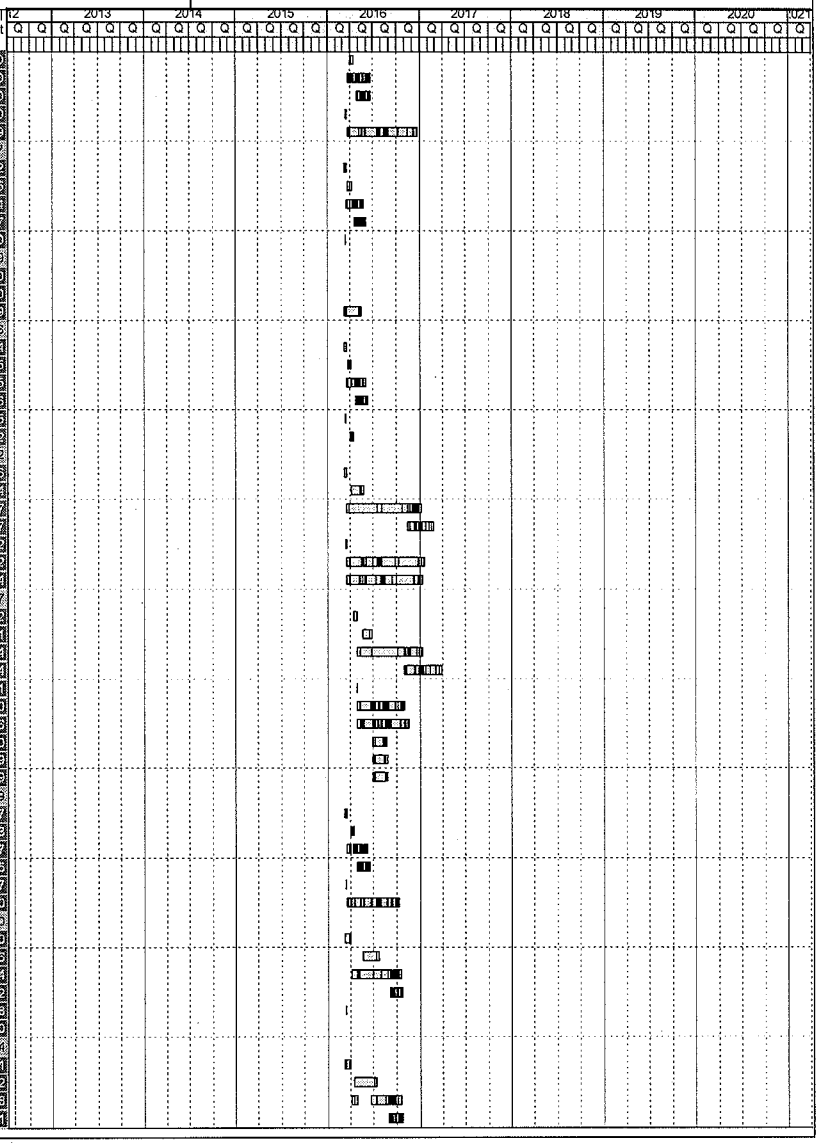
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AMSRD1000	Segment 3A- Phase 2 Stage 3 Misc Roadway Items Finish	0		06-Apr-16	718	$0
NBRP - Meacham to Dewey		17	09-Jul-15	31-Jul-15	156	$544,858
TCP & Temp Work		17	09-Jul-15	31-Jul-15	156	$544,858
NBRP - Dewey to S. of Trinity River		0			0	$0
Retaining Wall RWN16-S		0			0	$0
NBGP - Meacham to Dewey		22	09-Jul-15	07-Aug-15	151	$701,664
TCP & Temp Work		22	09-Jul-15	07-Aug-15	151	$701,664
NBFR - Dewey to S. of Trinity River		46	09-Jul-15	10-Sep-15	127	$1,475,492
TCP & Temp Work		46	09-Jul-15	10-Sep-15	127	$1,475,492
NBGP - Dewey to S of Trinity River		54	09-Jul-15	22-Sep-15	119	$1,658,125
TCP & Temp Work		54	09-Jul-15	22-Sep-15	119	$1,658,125
SBGP - Meacham to Dewey		140	09-Jul-15	20-Jan-16	567	$9,257,340
TCP & Temp Work		140	09-Jul-15	20-Jan-16	33	$2,689,976
Drainage		11	27-Aug-15	16-Sep-15	48	$165,327
Roadworks		59	21-Aug-15	10-Dec-15	46	$1,606,866
ITS / Signs / Stripes / Electrical / MISC.		38	30-Oct-15	22-Dec-15	588	$327,371
Noise Wall		2	14-Jul-15	15-Jul-15	168	$13,293
B240 - SB 35W GP over Meacham		101	21-Aug-15	08-Jan-16	41	$1,482,075
Retaining Wall RWS01A		49	14-Sep-15	10-Dec-15	52	$1,212,420
Retaining Wall RWS02		72	14-Sep-15	20-Jan-16	29	$1,760,011
SBFR - Meacham to Dewey		112	10-Jul-15	15-Jan-16	31	$4,284,037
Retaining Wall RWS12		112	10-Jul-15	15-Jan-16	31	$4,284,037
SBGP - S. of Trinity River to IH-30		106	10-Oct-15	07-Mar-16	534	$3,053,997
TCP & Temp Work		106	10-Oct-15	07-Mar-16	0	$56,999
Drainage		9	10-Nov-15	25-Nov-15	24	$88,020
Roadworks		42	03-Nov-15	22-Jan-16	24	$825,075
ITS / Signs / Stripes / Electrical / MISC.		29	23-Dec-15	01-Feb-16	559	$99,777
Noise Wall		2	14-Oct-15	15-Oct-15	102	$7,076
B236 - SB 35W GP over RR (922+00)		90	03-Nov-15	07-Mar-16	0	$1,192,379
B234 - SB 35W GP over 4th St		78	03-Nov-15	18-Feb-16	12	$784,671
SBRP - Meacham to Dewey		73	09-Jul-15	19-Oct-15	634	$1,598,622
TCP & Temp Work		68	09-Jul-15	12-Oct-15	105	$22,562
Drainage		11	05-Aug-15	21-Aug-15	77	$135,376
Roadworks		42	29-Jul-15	12-Oct-15	77	$806,593
ITS / Signs / Stripes / Electrical / MISC.		35	01-Sep-15	19-Oct-15	634	$35,523
Noise Wall		2	14-Jul-15	15-Jul-15	168	$2,590
Retaining Wall RW13A		11	07-Aug-15	24-Aug-15	114	$53,476
Retaining Wall RWS13		25	07-Aug-15	14-Sep-15	100	$542,502
NSML - Dewey to S. of Trinity River		153	09-Jul-15	08-Feb-16	554	$8,133,625
TCP & Temp Work		147	09-Jul-15	29-Jan-16	26	$169,217
Drainage		19	24-Aug-15	25-Sep-15	33	$298,470
Roadworks		93	07-Aug-15	29-Jan-16	20	$2,865,576
ITS / Signs / Stripes / Electrical / MISC.		38	17-Dec-15	08-Feb-16	554	$396,923
Noise Wall		2	14-Jul-15	15-Jul-15	168	$18,651
Retaining Wall RWN15		87	14-Aug-15	12-Jan-16	33	$2,340,364
Retaining Wall RWS15-S		77	14-Aug-15	24-Dec-15	43	$2,024,424
XRDS - Meacham Blvd.		15	10-Jul-15	31-Jul-15	128	$172,737
Retaining Wall RW02A		15	10-Jul-15	31-Jul-15	128	$172,737
Phase 3		336	08-Mar-16	20-Jun-17	198	$145,242,545
3AMSMS31000	Segment 3A- Phase 3 Finish	0		27-Jan-17	2	$0
Stage 1		336	08-Mar-16	20-Jun-17	198	$52,217,688
3AMSMS311000	Segment 3A- Phase 3 Stage 1 Finish	0		27-Jan-17	2	$0
3AMS1001	Segment 3A- Phase 3 Stage 1 Misc Roadway Items Finish	0		20-Jun-17	278	$0
NBRP - S. of Trinity River to IH-30		15	08-Mar-16	28-Mar-16	219	$420,323
TCP & Temp Work		15	08-Mar-16	28-Mar-16	219	$420,323
NBRP - Dewey to S. of Trinity River		13	08-Mar-16	24-Mar-16	221	$398,446
TCP & Temp Work		13	08-Mar-16	24-Mar-16	221	$398,446
NBFR - Dewey to S. of Trinity River		95	08-Mar-16	18-Jul-16	439	$1,590,395
TCP & Temp Work		91	08-Mar-16	12-Jul-16	143	$544,188
Drainage		14	25-Apr-16	24-May-16	111	$121,874



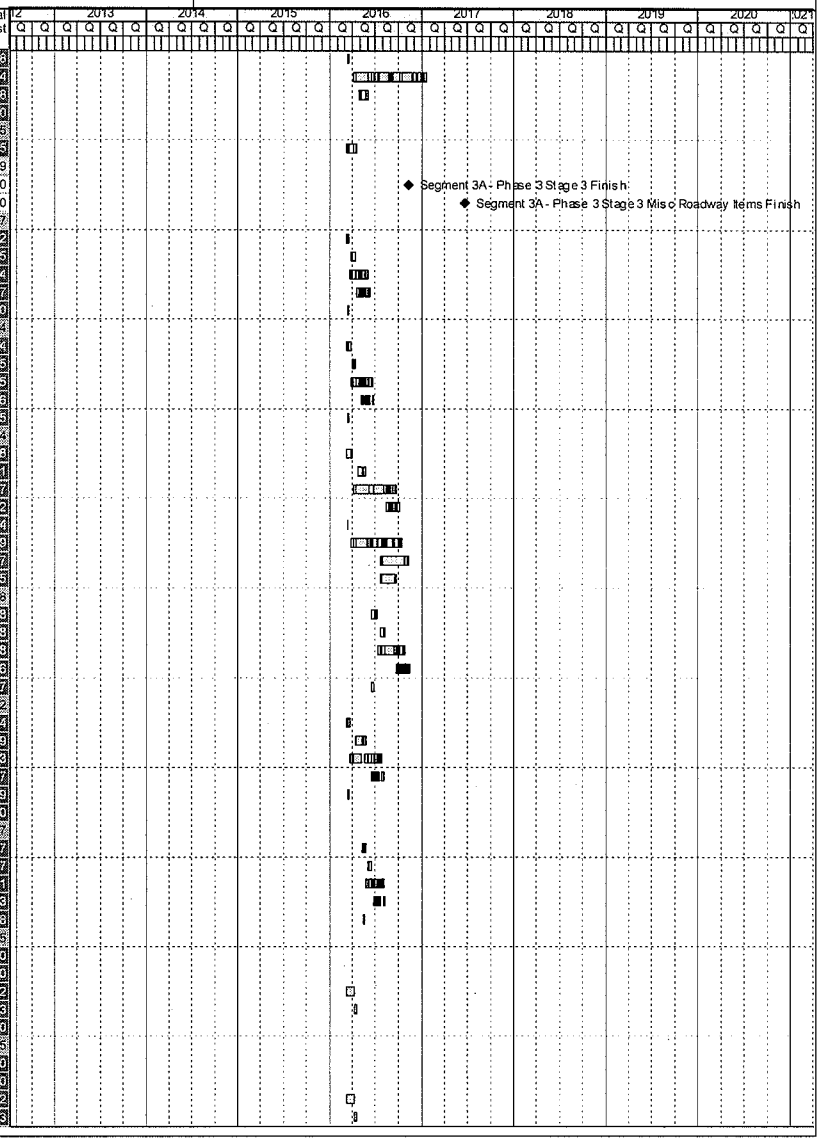
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Roadworks		48	12-Apr-16	12-Jul-16	111	$880,032
ITS / Signs / Stripes / Electrical / MISC.		29	09-Jun-16	18-Jul-16	439	$40,882
Noise Wall		2	11-Mar-16	14-Mar-16	229	$3,420
NBGP - S. of Trinity River to IH-30		28	08-Mar-16	14-Apr-16	9	$2,359,723
TCP & Temp Work		28	08-Mar-16	14-Apr-16	9	$2,359,723
NBFR - Meacham to Dewey		119	08-Mar-16	19-Aug-16	415	$3,256,426
TCP & Temp Work		114	08-Mar-16	12-Aug-16	120	$560,486
Drainage		26	20-Apr-16	10-Jun-16	91	$303,833
Roadworks		76	28-Mar-16	12-Aug-16	91	$1,818,766
ITS / Signs / Stripes / Electrical / MISC.		31	08-Jul-16	19-Aug-16	415	$123,010
Noise Wall		2	11-Mar-16	14-Mar-16	229	$8,521
Retaining Wall RWN13-M1		0			0	$0
Retaining Wall RWN13-M2		0			0	$0
Retaining Wall RWN13-S		56	20-Apr-16	06-Jul-16	147	$940,809
SBFR - Meacham to Dewey		61	08-Mar-16	31-May-16	473	$238,101
TCP & Temp Work		56	08-Mar-16	24-May-16	178	$7,849
Drainage		8	21-Mar-16	04-Apr-16	138	$30,554
Roadworks		34	16-Mar-16	24-May-16	138	$176,585
ITS / Signs / Stripes / Electrical / MISC.		34	14-Apr-16	31-May-16	473	$22,256
Noise Wall		2	11-Mar-16	14-Mar-16	229	$857
NBGP - Meacham to Dewey		336	08-Mar-16	20-Jun-17	198	$31,747,483
TCP & Temp Work		234	08-Mar-16	27-Jan-17	0	$1,864,235
Drainage		30	06-Apr-16	03-Jun-16	2	$956,730
Roadworks		170	16-Mar-16	24-Jan-17	2	$9,457,712
ITS / Signs / Stripes / Electrical / MISC.		147	28-Nov-16	20-Jun-17	198	$1,830,622
Noise Wall		4	16-Mar-16	21-Mar-16	224	$76,959
B241 - NB 35W GP over Meacham		103	16-Mar-16	05-Aug-16	125	$1,551,910
B210 - NB 35W GP over BNSF		196	16-Mar-16	14-Dec-16	32	$2,444,298
B207 - NB 35W GP over FWWR		228	16-Mar-16	27-Jan-17	0	$4,437,805
Retaining Wall RWN01		54	30-Jun-16	23-Sep-16	73	$1,460,342
Retaining Wall RWN02		68	30-Jun-16	17-Oct-16	59	$1,692,150
Retaining Wall RWN05		10	30-Jun-16	15-Jul-16	117	$152,542
Retaining Wall RWN10-M		0			0	$0
Retaining Wall RWN10-S		61	28-Mar-16	08-Jul-16	122	$1,577,643
Retaining Wall RWN09		152	28-Mar-16	06-Dec-16	31	$4,244,537
NBRP - Meacham to Dewey		156	08-Mar-16	11-Oct-16	378	$10,800,637
TCP & Temp Work		155	08-Mar-16	11-Oct-16	78	$112,811
Drainage		43	12-Apr-16	01-Jul-16	65	$573,857
Roadworks		98	04-Apr-16	27-Sep-16	65	$2,192,226
ITS / Signs / Stripes / Electrical / MISC.		38	16-Aug-16	06-Oct-16	381	$348,663
Noise Wall		2	11-Mar-16	14-Mar-16	229	$16,638
B212 - SH183 Entrance Ramp to NB 35W ML		137	04-Apr-16	11-Oct-16	78	$2,386,255
Retaining Wall RWN02A		66	05-May-16	19-Aug-16	94	$1,686,605
Retaining Wall RWN04		67	05-May-16	22-Aug-16	93	$1,694,269
Retaining Wall RW04A		13	05-May-16	25-May-16	147	$101,174
Retaining Wall RWN07-M		51	05-May-16	28-Jul-16	109	$1,267,852
Retaining Wall RWN07-S		0			0	$0
Retaining Wall RWN12		20	05-May-16	08-Jun-16	140	$429,076
Retaining Wall RW13B		11	05-May-16	23-May-16	149	$51,211
XRDS - Meacham Blvd		21	08-Mar-16	11-Apr-16	173	$1,407,154
Retaining Wall RW02A		16	08-Mar-16	01-Apr-16	178	$172,737
Retaining Wall RW07A		21	08-Mar-16	11-Apr-16	173	$405,799
Retaining Wall RW10A		19	08-Mar-16	06-Apr-16	175	$317,541
Retaining Wall RW08A-S		21	08-Mar-16	11-Apr-16	173	$249,493
Retaining Wall RW08B-S		21	08-Mar-16	11-Apr-16	173	$261,584
Stage 2		336	08-Mar-16	20-Jun-17	198	$75,441,658
3AMSMS321000	Segment 3A - Phase 3 Stage 2 Finish	0		20-Jan-17	9	$0
3AMS	Segment 3A - Phase 3 Stage 2 Misc Roadway Items Finish	0		20-Jun-17	278	$0
SBRP - S. of Trinity River to IH-30		208	08-Mar-16	22-Dec-16	326	$9,761,309
TCP & Temp Work		208	08-Mar-16	22-Dec-16	26	$0



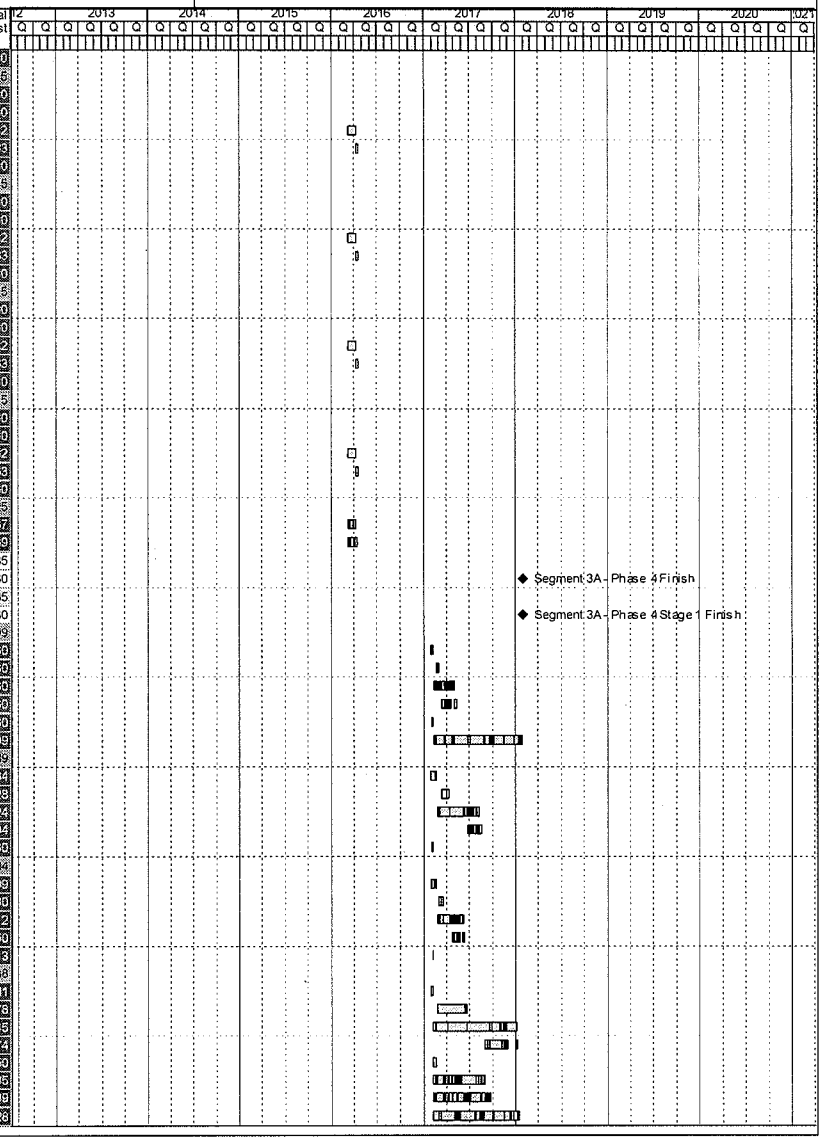
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Drainage	9	29-Mar-16	14-Apr-16	124	$0
	Roadworks	46	21-Mar-16	17-Jun-16	124	$0
	ITS / Signs / Stripes / Electrical / MISC.	38	29-Apr-16	21-Jun-16	458	$0
	Noise Wall	5	11-Mar-16	17-Mar-16	226	$0
	B232 - SB 35W ML Exit Ramp to Spur 280	199	21-Mar-16	22-Dec-16	26	$9,761,309
	NBFR - Dewey to S. of Trinity River	62	08-Mar-16	01-Jun-16	472	$363,777
	TCP & Temp Work	56	08-Mar-16	24-May-16	178	$15,042
	Drainage	8	24-Mar-16	08-Apr-16	138	$40,625
	Roadworks	33	18-Mar-16	24-May-16	138	$293,344
	ITS / Signs / Stripes / Electrical / MISC.	33	18-Apr-16	01-Jun-16	472	$13,627
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$1,140
	NBFR - Meacham to Dewey	49	08-Mar-16	13-May-16	185	$940,809
	Retaining Wall RWN13-M1	0			0	$0
	Retaining Wall RWN13-M2	0			0	$0
	Retaining Wall RWN13-S	40	08-Mar-16	13-May-16	154	$940,809
	NBGP - Meacham to Dewey	69	08-Mar-16	10-Jun-16	465	$951,736
	TCP & Temp Work	64	08-Mar-16	03-Jun-16	170	$46,414
	Drainage	8	23-Mar-16	06-Apr-16	132	$61,725
	Roadworks	40	16-Mar-16	03-Jun-16	132	$610,175
	ITS / Signs / Stripes / Electrical / MISC.	36	22-Apr-16	10-Jun-16	465	$75,916
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$4,965
	Retaining Wall RWN05	10	30-Mar-16	14-Apr-16	171	$152,542
	NBGP - Dewey to S. of Trinity River	253	08-Mar-16	23-Feb-17	281	$24,084,672
	TCP & Temp Work	228	08-Mar-16	19-Jan-17	6	$368,216
	Drainage	23	06-Apr-16	23-May-16	52	$495,084
	Roadworks	160	16-Mar-16	05-Jan-17	12	$6,054,927
	ITS / Signs / Stripes / Electrical / MISC.	73	15-Nov-16	23-Feb-17	281	$944,997
	Noise Wall	3	15-Mar-16	17-Mar-16	226	$39,832
	B219 - NB 35W GP over UPRR	222	16-Mar-16	19-Jan-17	6	$10,097,432
	B224 - NB 35W GP over Trinity River	218	16-Mar-16	13-Jan-17	10	$6,094,204
	NBGP - S. of Trinity River to IH-30	247	15-Apr-16	27-Mar-17	259	$18,261,247
	TCP & Temp Work	196	15-Apr-16	13-Jan-17	10	$1,487,162
	Drainage	20	20-May-16	22-Jun-16	7	$762,141
	Roadworks	144	27-Apr-16	13-Jan-17	7	$7,039,344
	ITS / Signs / Stripes / Electrical / MISC.	104	02-Nov-16	27-Mar-17	259	$1,533,454
	Noise Wall	4	25-Apr-16	28-Apr-16	196	$61,301
	B235 - NB 35W GP over RR (922+00)	136	27-Apr-16	02-Nov-16	62	$2,446,160
	B233 - NB 35W GP over 4th St	148	27-Apr-16	18-Nov-16	50	$2,602,356
	Retaining Wall RWN23	33	30-Jun-16	19-Aug-16	94	$656,420
	Retaining Wall RWN25	35	30-Jun-16	24-Aug-16	92	$727,209
	Retaining Wall RWN26	37	30-Jun-16	26-Aug-16	90	$945,659
	NBRP - Meacham to Dewey	155	08-Mar-16	10-Oct-16	379	$4,191,229
	TCP & Temp Work	155	08-Mar-16	10-Oct-16	79	$13,537
	Drainage	10	29-Mar-16	15-Apr-16	131	$68,863
	Roadworks	40	18-Mar-16	06-Jun-16	131	$255,867
	ITS / Signs / Stripes / Electrical / MISC.	34	27-Apr-16	13-Jun-16	464	$26,145
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$1,997
	B203 - NB 35W ML Ramp to NB 35W GP	147	18-Mar-16	10-Oct-16	79	$3,824,820
	NBRP - Dewey to S. of Trinity River	164	08-Mar-16	21-Oct-16	370	$3,247,280
	TCP & Temp Work	160	08-Mar-16	17-Oct-16	74	$97,770
	Drainage	37	17-May-16	21-Jul-16	54	$481,336
	Roadworks	109	04-Apr-16	17-Oct-16	54	$2,340,554
	ITS / Signs / Stripes / Electrical / MISC.	36	02-Sep-16	21-Oct-16	370	$313,662
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$13,958
	Retaining Wall RWN19-M1	0			0	$0
	NBRP - S. of Trinity River to IH-30	229	08-Mar-16	20-Jan-17	305	$13,260,274
	TCP & Temp Work	229	08-Mar-16	20-Jan-17	5	$258,441
	Drainage	48	12-Apr-16	12-Jul-16	54	$635,822
	Roadworks	109	04-Apr-16	17-Oct-16	54	$1,980,738
	ITS / Signs / Stripes / Electrical / MISC.	41	29-Aug-16	24-Oct-16	369	$525,611



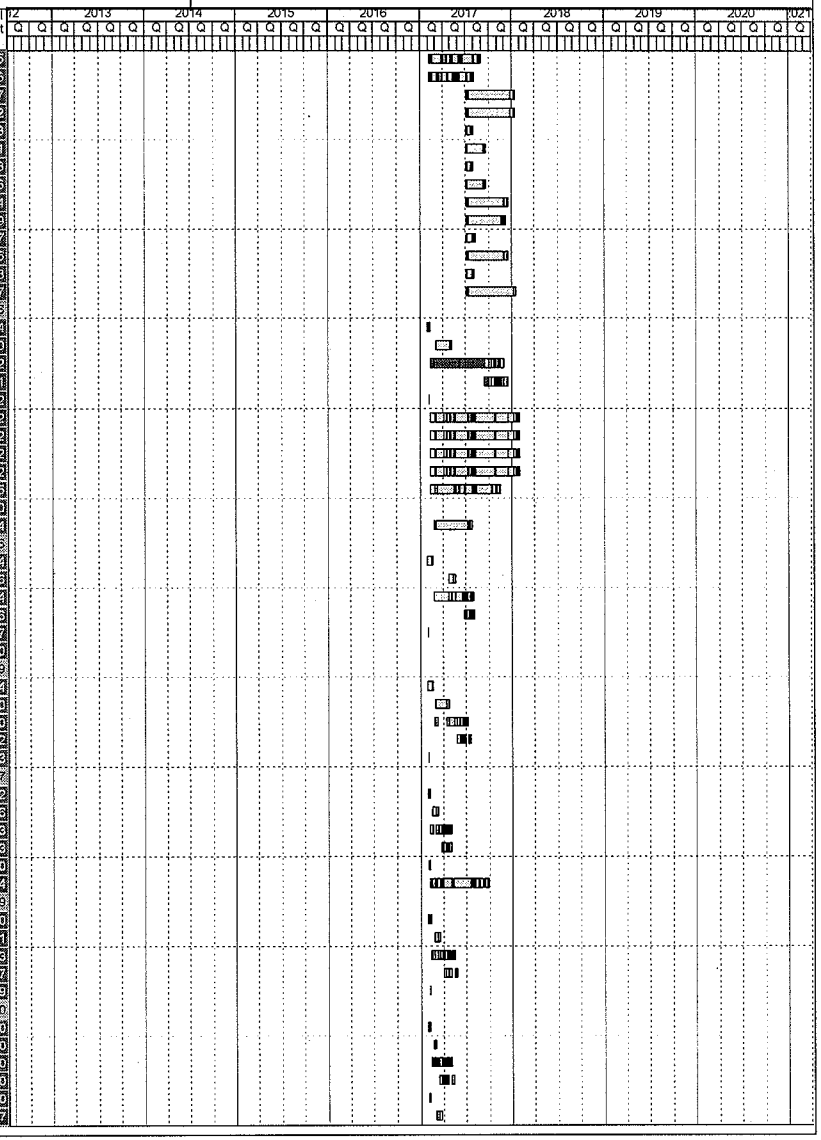
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$18,448
	B231 - Spur 280 Entrance Ramp to NB 35W ML	210	04-Apr-16	20-Jan-17	5	$9,489,254
	Retaining Wall RWN31	22	28-Apr-16	03-Jun-16	142	$351,958
	Retaining Wall RW31A	0			0	$0
	XRDS - SH 183/NE 28th St	25	08-Mar-16	18-Apr-16	169	$379,325
	Retaining Wall RW20A	25	08-Mar-16	18-Apr-16	169	$379,325
	Stage 3	336	08-Mar-16	20-Jun-17	198	$17,583,199
3AMSMS331000	Segment 3A - Phase 3 Stage 3 Finish	0		08-Nov-16	82	$0
3AMS1000	Segment 3A - Phase 3 Stage 3 Misc Roadway Items Finish	0		20-Jun-17	278	$0
	NBFR - Dewey to S. of Trinity River	69	08-Mar-16	10-Jun-16	465	$363,777
	TCP & Temp Work	64	08-Mar-16	03-Jun-16	170	$15,042
	Drainage	8	28-Mar-16	11-Apr-16	132	$40,625
	Roadworks	38	21-Mar-16	03-Jun-16	132	$293,344
	ITS / Signs / Stripes / Electrical / MISC.	38	20-Apr-16	10-Jun-16	465	$13,627
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$1,140
	NBGP - Meacham to Dewey	79	08-Mar-16	24-Jun-16	455	$799,194
	TCP & Temp Work	74	08-Mar-16	17-Jun-16	160	$46,414
	Drainage	8	01-Apr-16	15-Apr-16	124	$61,725
	Roadworks	43	28-Mar-16	17-Jun-16	124	$610,175
	ITS / Signs / Stripes / Electrical / MISC.	37	05-May-16	24-Jun-16	455	$75,916
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$4,965
	NBGP - Dewey to S. of Trinity River	176	08-Mar-16	08-Nov-16	358	$10,799,554
	TCP & Temp Work	176	08-Mar-16	08-Nov-16	58	$173,278
	Drainage	14	22-Apr-16	23-May-16	87	$232,971
	Roadworks	94	04-Apr-16	21-Sep-16	69	$2,849,377
	ITS / Signs / Stripes / Electrical / MISC.	38	12-Aug-16	04-Oct-16	383	$390,852
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$18,744
	B223 - NB 35W GP over Northside Dr/Yucca Ave	145	28-Mar-16	14-Oct-16	75	$2,532,599
	Retaining Wall RWN20	70	20-Jul-16	08-Nov-16	46	$3,475,527
	Retaining Wall RWN21	43	20-Jul-16	23-Sep-16	73	$1,126,205
	NBGP - S. of Trinity River to IH-30	111	14-Jun-16	15-Nov-16	353	$2,633,068
	TCP & Temp Work	99	14-Jun-16	28-Oct-16	65	$170,998
	Drainage	13	21-Jul-16	08-Aug-16	47	$203,238
	Roadworks	66	11-Jul-16	28-Oct-16	47	$1,877,158
	ITS / Signs / Stripes / Electrical / MISC.	38	23-Sep-16	15-Nov-16	353	$365,326
	Noise Wall	4	17-Jun-16	22-Jun-16	157	$16,347
	NBRP - Dewey to S. of Trinity River	106	08-Mar-16	01-Aug-16	429	$1,198,652
	TCP & Temp Work	101	08-Mar-16	26-Jul-16	133	$37,604
	Drainage	18	15-Apr-16	23-May-16	103	$186,129
	Roadworks	66	23-Mar-16	26-Jul-16	103	$900,213
	ITS / Signs / Stripes / Electrical / MISC.	32	17-Jun-16	01-Aug-16	429	$70,337
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$5,369
	Retaining Wall RWN19-M1	0			0	$0
	NBRP - S. of Trinity River to IH-30	67	07-May-16	09-Aug-16	423	$150,957
	TCP & Temp Work	62	07-May-16	02-Aug-16	128	$12,307
	Drainage	8	01-Jun-16	13-Jun-16	98	$30,277
	Roadworks	41	24-May-16	02-Aug-16	98	$94,321
	ITS / Signs / Stripes / Electrical / MISC.	35	22-Jun-16	09-Aug-16	423	$12,573
	Noise Wall	4	16-May-16	19-May-16	181	$878
	NBLA - Meacham to Dewey	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	NBLA - Dewey to S. of Trinity River	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963



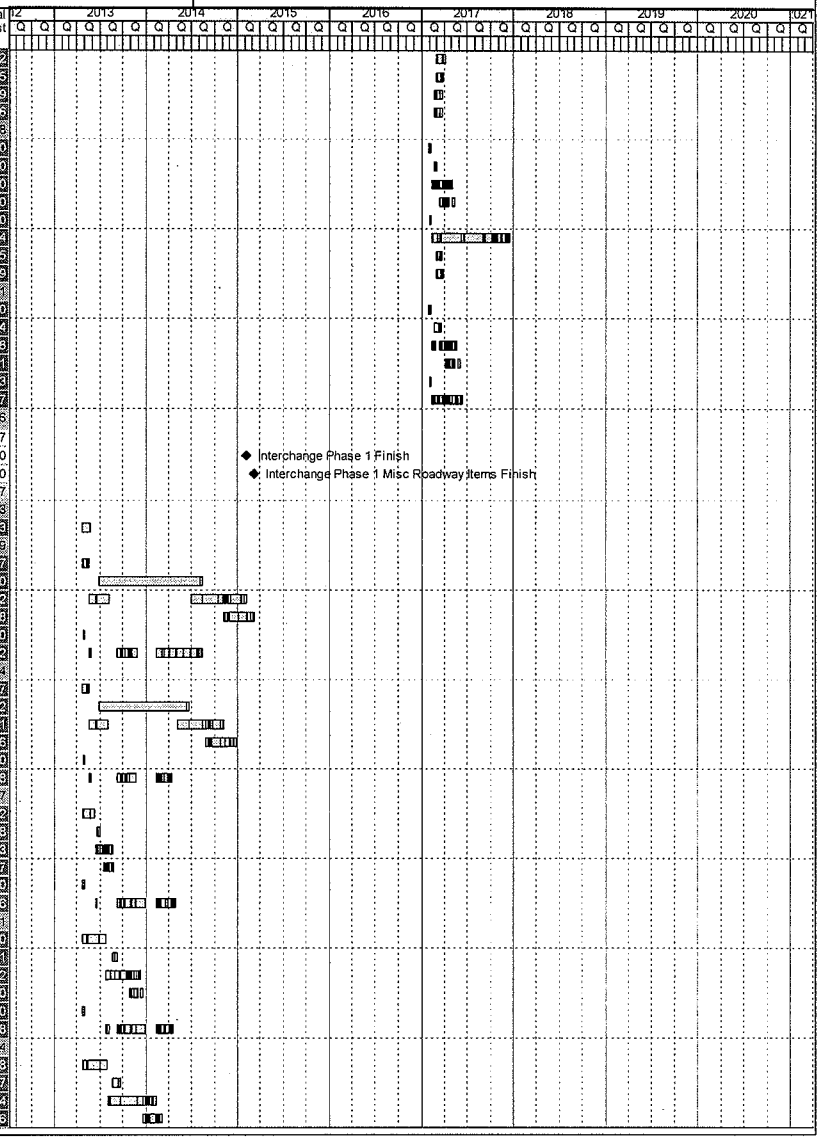
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Noise Wall	0			0	$0
	NBLA - S. of Trinity River to IH-30	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - Meacham to Dewey	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - Dewey to S. of Trinity River	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - S. of Trinity River to IH-30	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	XRDS - SH 183/NE 28th St	23	08-Mar-16	14-Apr-16	171	$452,125
	Retaining Wall RW21A	20	08-Mar-16	08-Apr-16	174	$175,837
	Retaining Wall RW21B	23	08-Mar-16	14-Apr-16	171	$276,289
Phase 4		263	28-Jan-17	31-Jan-18	37	$198,122,135
3AMSMS41000	Segment 3A - Phase 4 Finish	0		31-Jan-18	53	$0
Stage 1		263	28-Jan-17	31-Jan-18	37	$198,122,135
3AMSMS411000	Segment 3A - Phase 4 Stage 1 Finish	0		31-Jan-18	53	$0
	SBRP - S. of Trinity River to IH-30	260	28-Jan-17	26-Jan-18	40	$9,761,309
	TCP & Temp Work	260	28-Jan-17	26-Jan-18	40	$0
	Drainage	8	20-Feb-17	03-Mar-17	188	$0
	Roadworks	44	10-Feb-17	04-May-17	188	$0
	ITS / Signs / Stripes / Electrical / MISC.	40	16-Mar-17	10-May-17	227	$0
	Noise Wall	5	03-Feb-17	09-Feb-17	291	$0
	B232 - SB 35W ML Exit Ramp to Spur 280	251	10-Feb-17	26-Jan-18	40	$9,761,309
	NBGP - Interchange to Meacham	144	28-Jan-17	17-Aug-17	156	$4,508,239
	TCP & Temp Work	144	28-Jan-17	17-Aug-17	156	$206,284
	Drainage	16	13-Mar-17	12-Apr-17	132	$662,628
	Roadworks	90	23-Feb-17	08-Aug-17	134	$3,098,024
	ITS / Signs / Stripes / Electrical / MISC.	39	26-Jun-17	17-Aug-17	156	$541,304
	Noise Wall	5	01-Feb-17	07-Feb-17	293	$0
	SBGP - S. of Trinity River to IH-30	96	28-Jan-17	12-Jun-17	204	$1,746,204
	TCP & Temp Work	96	28-Jan-17	12-Jun-17	204	$85,499
	Drainage	10	01-Mar-17	20-Mar-17	173	$132,030
	Roadworks	53	23-Feb-17	07-Jun-17	173	$1,237,612
	ITS / Signs / Stripes / Electrical / MISC.	38	24-Apr-17	12-Jun-17	204	$280,450
	Noise Wall	3	06-Feb-17	08-Feb-17	292	$10,613
	NSML - Meacham to Dewey	255	28-Jan-17	19-Jan-18	45	$72,429,168
	TCP & Temp Work	255	28-Jan-17	19-Jan-18	45	$1,489,111
	Drainage	60	27-Feb-17	21-Jun-17	23	$2,524,478
	Roadworks	179	08-Feb-17	02-Jan-18	54	$20,229,945
	ITS / Signs / Stripes / Electrical / MISC.	93	31-Aug-17	08-Jan-18	54	$3,741,374
	Noise Wall	9	08-Feb-17	20-Feb-17	284	$157,850
	B213 - 35W ML Transition (755+00)	146	08-Feb-17	30-Aug-17	147	$2,903,585
	B209 - 35W ML over BNSF	162	08-Feb-17	21-Sep-17	131	$2,882,489
	B206 - 35W ML over FWWR	243	08-Feb-17	12-Jan-18	50	$5,570,028



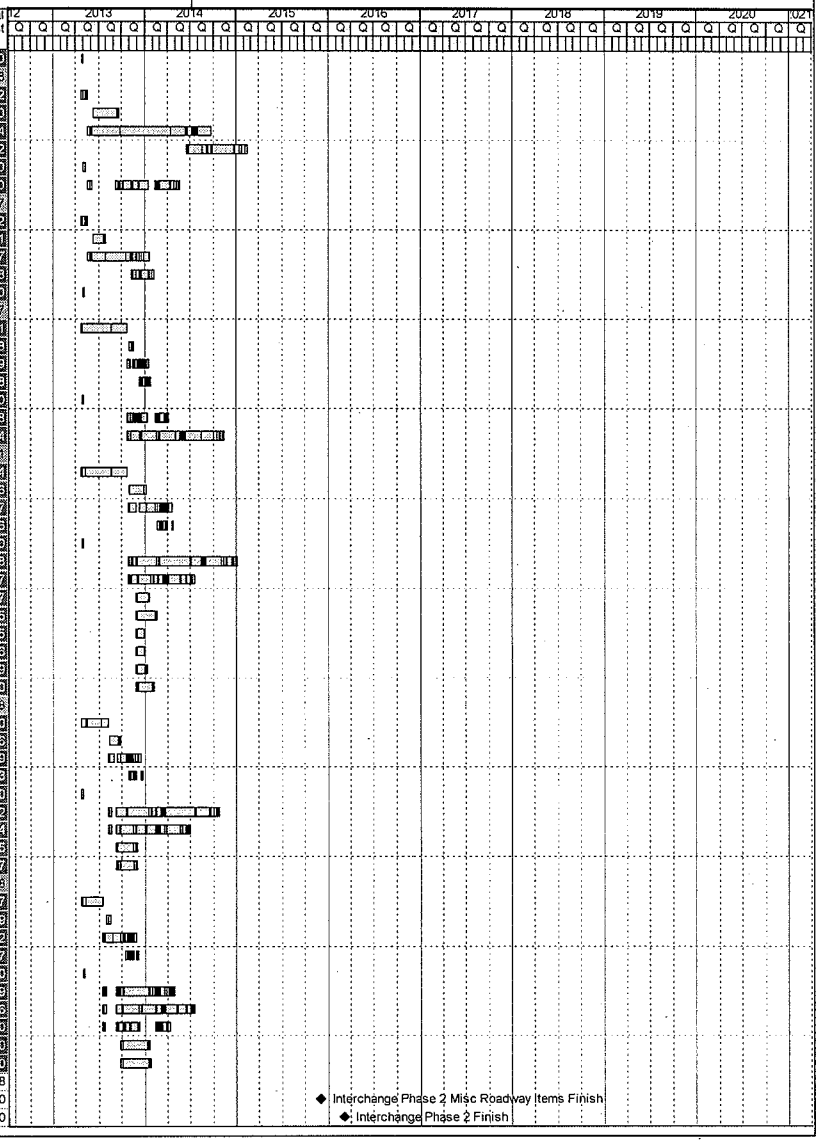
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	B204 - 35W ML Transition (713+00)	148	08-Feb-17	01-Sep-17	145	$2,035,195
	B201 - 35W ML over Meacham	129	08-Feb-17	07-Aug-17	164	$2,103,586
	Retaining Wall RWN03	118	03-Jul-17	12-Jan-18	50	$6,522,407
	Retaining Wall RWS03	118	03-Jul-17	12-Jan-18	50	$6,622,372
	Retaining Wall RW03A	20	03-Jul-17	02-Aug-17	148	$271,713
	Retaining Wall RWN06	49	03-Jul-17	20-Sep-17	119	$1,182,211
	Retaining Wall RW06A	20	03-Jul-17	02-Aug-17	148	$236,548
	Retaining Wall RWS06	49	03-Jul-17	20-Sep-17	119	$1,194,896
	Retaining Wall RWN09	101	03-Jul-17	15-Dec-17	67	$2,932,664
	Retaining Wall RWS09	96	03-Jul-17	07-Dec-17	72	$2,702,799
	Retaining Wall RW09A	24	03-Jul-17	08-Aug-17	144	$411,387
	Retaining Wall RWN11	101	03-Jul-17	15-Dec-17	67	$2,784,705
	Retaining Wall RW11A	22	03-Jul-17	04-Aug-17	146	$313,488
	Retaining Wall RWS11	123	03-Jul-17	19-Jan-18	45	$3,616,357
	NSML - Dewey to S. of Trinity River	253	28-Jan-17	31-Jan-18	37	$93,863,796
	TCP & Temp Work	253	28-Jan-17	31-Jan-18	37	$338,434
	Drainage	33	08-Mar-17	08-May-17	25	$596,940
	Roadworks	159	13-Feb-17	30-Nov-17	70	$5,771,152
	ITS / Signs / Stripes / Electrical / MISC.	68	14-Sep-17	18-Dec-17	69	$924,631
	Noise Wall	2	06-Feb-17	07-Feb-17	293	$37,302
	Bridge 225 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,662
	Bridge 243 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,662
	Bridge 242 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,662
	Bridge 232M - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,662
	B222 - 35W ML over Northside Dr/Yucca Ave	199	13-Feb-17	16-Nov-17	91	$3,848,325
	Retaining Wall RWN19A	0			0	$0
	Retaining Wall RWN15	88	27-Feb-17	25-Jul-17	154	$2,340,364
	NSML - S. of Trinity River to IH-30	136	28-Jan-17	07-Aug-17	164	$1,987,366
	TCP & Temp Work	136	28-Jan-17	07-Aug-17	164	$125,374
	Drainage	13	26-Apr-17	19-May-17	139	$163,886
	Roadworks	86	23-Feb-17	02-Aug-17	140	$1,424,494
	ITS / Signs / Stripes / Electrical / MISC.	31	26-Jun-17	07-Aug-17	164	$253,336
	Noise Wall	3	01-Feb-17	03-Feb-17	295	$10,217
	Retaining Wall RWN29	0			0	$0
	NBRP - S. of Trinity River to IH-30	123	28-Jan-17	19-Jul-17	177	$1,784,709
	TCP & Temp Work	123	28-Jan-17	19-Jul-17	177	$135,374
	Drainage	28	01-Mar-17	24-Apr-17	152	$338,050
	Roadworks	73	23-Feb-17	11-Jul-17	152	$1,037,530
	ITS / Signs / Stripes / Electrical / MISC.	40	26-May-17	19-Jul-17	177	$269,092
	Noise Wall	3	01-Feb-17	03-Feb-17	295	$9,653
	SBRP - Meacham to Dewey	172	28-Jan-17	26-Sep-17	128	$4,106,927
	TCP & Temp Work	172	28-Jan-17	26-Sep-17	128	$22,662
	Drainage	11	17-Feb-17	08-Mar-17	189	$135,376
	Roadworks	43	09-Feb-17	02-May-17	190	$806,593
	ITS / Signs / Stripes / Electrical / MISC.	31	24-Mar-17	05-May-17	230	$35,523
	Noise Wall	3	03-Feb-17	07-Feb-17	293	$2,590
	B211 - SB 35W ML Exit Ramp to SH 183	164	09-Feb-17	26-Sep-17	128	$3,103,684
	SBRP - Dewey to S. of Trinity River	83	28-Jan-17	24-May-17	217	$751,499
	TCP & Temp Work	83	28-Jan-17	24-May-17	217	$32,490
	Drainage	13	24-Feb-17	20-Mar-17	181	$111,731
	Roadworks	49	13-Feb-17	16-May-17	181	$558,393
	ITS / Signs / Stripes / Electrical / MISC.	39	31-Mar-17	24-May-17	217	$45,647
	Noise Wall	3	06-Feb-17	08-Feb-17	292	$3,239
	XRDS - Meacham Blvd.	73	28-Jan-17	10-May-17	227	$1,449,530
	TCP & Temp Work	73	28-Jan-17	10-May-17	227	$0
	Drainage	8	20-Feb-17	03-Mar-17	188	$0
	Roadworks	44	10-Feb-17	04-May-17	188	$0
	ITS / Signs / Stripes / Electrical / MISC.	40	16-Mar-17	10-May-17	227	$0
	Noise Wall	5	03-Feb-17	09-Feb-17	291	$0
	Retaining Wall RW02A	16	28-Feb-17	24-Mar-17	225	$177,817



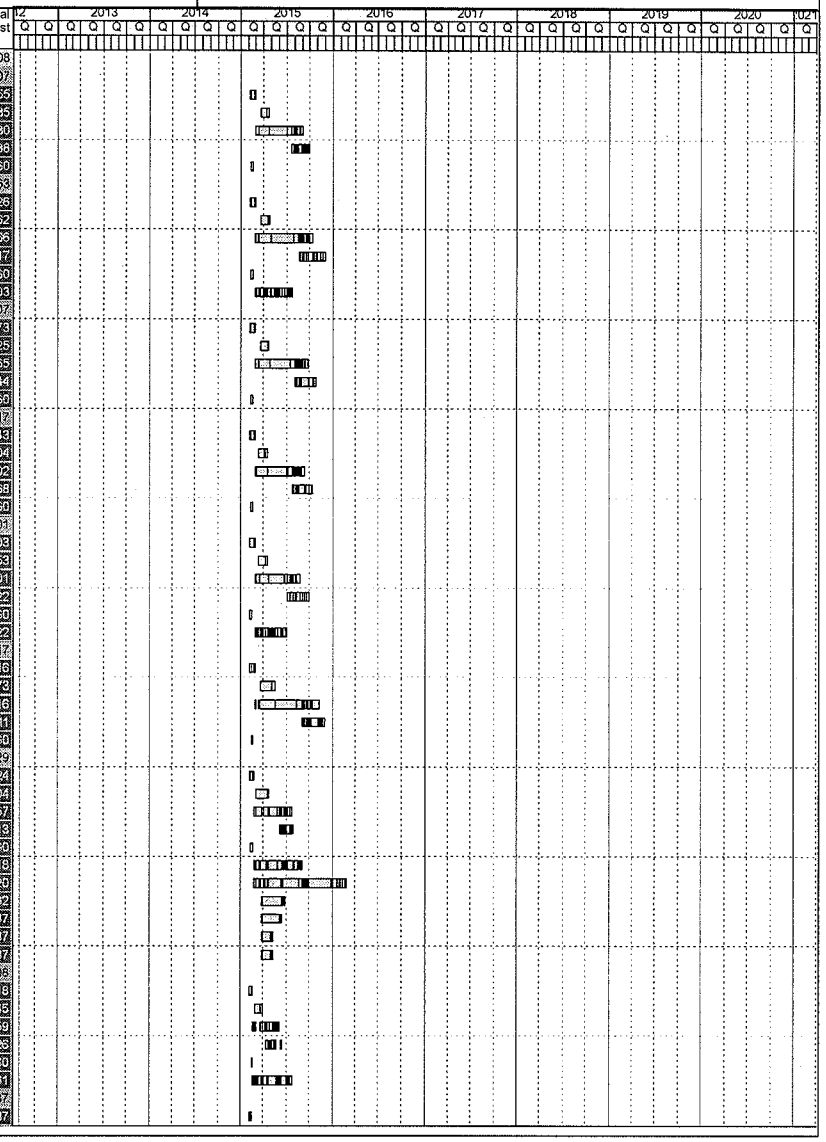
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Retaining Wall RW07A		22	28-Feb-17	04-Apr-17	219	$417,962
Retaining Wall RW10A		19	28-Feb-17	29-Mar-17	222	$327,175
Retaining Wall RW08A-S		20	20-Feb-17	23-Mar-17	226	$257,019
Retaining Wall RW08B-S		20	20-Feb-17	23-Mar-17	226	$269,556
XRDS - E. 4th St.		232	28-Jan-17	19-Dec-17	68	$3,888,488
TCP & Temp Work		232	28-Jan-17	19-Dec-17	68	$0
Drainage		8	20-Feb-17	03-Mar-17	188	$0
Roadworks		44	10-Feb-17	04-May-17	188	$0
ITS / Signs / Stripes / Electrical / MISC.		40	16-Mar-17	10-May-17	227	$0
Noise Wall		5	03-Feb-17	09-Feb-17	291	$0
B239 - Pedestrian Bridge over US 287		223	10-Feb-17	19-Dec-17	68	$3,422,964
Retaining Wall RW21A		16	28-Feb-17	24-Mar-17	225	$180,965
Retaining Wall RW21B		18	28-Feb-17	28-Mar-17	223	$284,559
XRDS - Cypress St.		96	28-Jan-17	12-Jun-17	204	$1,845,481
TCP & Temp Work		96	28-Jan-17	12-Jun-17	204	$0
Drainage		17	20-Feb-17	21-Mar-17	178	$178,874
Roadworks		53	10-Feb-17	22-May-17	178	$524,498
ITS / Signs / Stripes / Electrical / MISC.		41	07-Apr-17	02-Jun-17	210	$551,601
Noise Wall		2	03-Feb-17	06-Feb-17	294	$5,023
B245 - Cypress St. over 280		87	10-Feb-17	12-Jun-17	204	$1,085,287
Interchange Construction		1130	20-Apr-13	18-Aug-17	155	$297,383,285
Phase 1		491	20-Apr-13	09-Mar-15	794	$158,465,857
ICMSMS1000	Interchange Phase 1 Finish	0		03-Feb-15	49	$0
ICMS1001	Interchange Phase 1 Misc Roadway Items Finish	0		09-Mar-15	1112	$0
Stage 1		491	20-Apr-13	09-Mar-15	794	$158,465,857
WBGP - Interchange to Meacham		25	20-Apr-13	24-May-13	477	$1,693,723
TCP & Temp Work		25	20-Apr-13	24-May-13	477	$1,693,723
NBFR - Interchange to Meacham		491	20-Apr-13	09-Mar-15	794	$10,845,939
TCP & Temp Work		467	20-Apr-13	03-Feb-15	35	$270,747
Drainage		224	27-Jun-13	12-Aug-14	26	$3,321,690
Roadworks		339	20-May-13	03-Feb-15	26	$4,475,922
ITS / Signs / Stripes / Electrical / MISC.		89	05-Nov-14	09-Mar-15	794	$1,518,298
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B33 - NB 35W FR over Little Fossil Creek)		323	20-May-13	13-Aug-14	159	$1,259,262
SBFR - Interchange to Meacham		438	20-Apr-13	24-Dec-14	847	$9,722,314
TCP & Temp Work		405	20-Apr-13	07-Nov-14	97	$270,747
Drainage		192	27-Jun-13	19-Jun-14	70	$2,833,002
Roadworks		285	20-May-13	07-Nov-14	70	$3,926,991
ITS / Signs / Stripes / Electrical / MISC.		84	29-Aug-14	24-Dec-14	847	$1,457,505
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B34 - SB 35W FR over Little Fossil Creek)		238	20-May-13	16-Apr-14	244	$1,234,068
NBGP - Interchange to Meacham		268	20-Apr-13	30-Apr-14	1017	$3,191,717
TCP & Temp Work		268	20-Apr-13	30-Apr-14	234	$847,642
Drainage		8	19-Jun-13	01-Jul-13	314	$52,828
Roadworks		40	13-Jun-13	19-Aug-13	314	$387,253
ITS / Signs / Stripes / Electrical / MISC.		30	15-Jul-13	23-Aug-13	1195	$34,967
Noise Wall		5	24-Apr-13	30-Apr-13	495	$0
Bridge (B1 - 35W NB GP over 820)		230	13-Jun-13	30-Apr-14	234	$1,839,026
SBGP - Interchange to Meacham		260	20-Apr-13	18-Apr-14	1025	$5,568,301
TCP & Temp Work		260	20-Apr-13	18-Apr-14	242	$1,550,410
Drainage		11	22-Aug-13	09-Sep-13	252	$352,621
Roadworks		78	25-Jul-13	09-Dec-13	252	$1,639,922
ITS / Signs / Stripes / Electrical / MISC.		39	25-Oct-13	18-Dec-13	1112	$318,600
Noise Wall		5	24-Apr-13	30-Apr-13	495	$0
Bridge (B7 - 35W SB GP over 820		192	25-Jul-13	18-Apr-14	242	$1,696,748
EBGP - Interchange to Meacham		228	20-Apr-13	05-Mar-14	1057	$7,466,384
TCP & Temp Work		213	20-Apr-13	12-Feb-14	269	$1,879,208
Drainage		19	19-Aug-13	19-Sep-13	217	$877,917
Roadworks		108	01-Aug-13	12-Feb-14	217	$4,047,274
ITS / Signs / Stripes / Electrical / MISC.		95	19-Dec-13	05-Mar-14	1057	$687,986



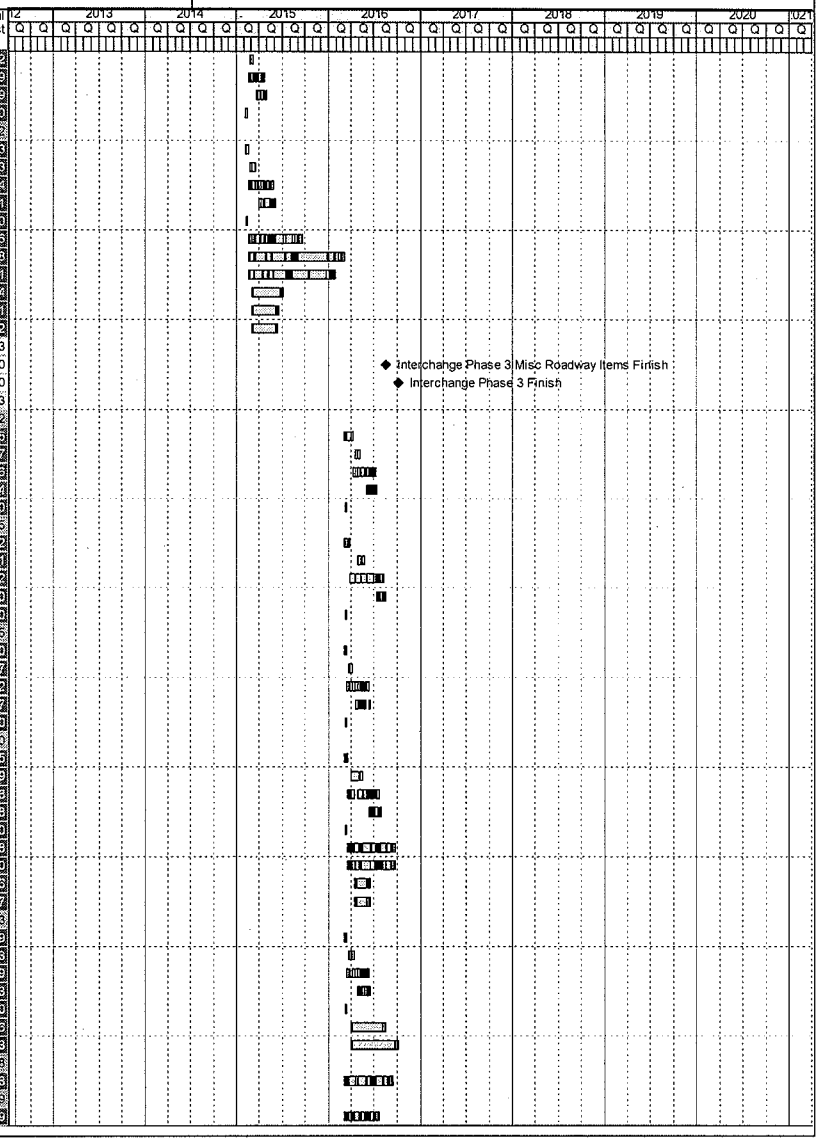
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Noise Wall		5	26-Apr-13	02-May-13	493	$0
NSML - Interchange to Meacham		473	20-Apr-13	11-Feb-15	812	$19,527,318
TCP & Temp Work		371	20-Apr-13	22-Sep-14	131	$741,612
Drainage		61	11-Jun-13	23-Sep-13	98	$2,722,510
Roadworks		267	20-May-13	22-Sep-14	98	$11,252,524
ITS / Signs / Stripes / Electrical / MISC.		173	16-Jun-14	11-Feb-15	812	$2,247,472
Noise Wall		5	03-May-13	09-May-13	488	$0
Bridge (B4 - 35W ML over 820		281	20-May-13	19-May-14	221	$2,563,200
EWML - Interchange to Meacham		210	20-Apr-13	07-Feb-14	1075	$7,129,497
TCP & Temp Work		196	20-Apr-13	20-Jan-14	306	$369,932
Drainage		29	11-Jun-13	30-Jul-13	230	$1,147,291
Roadworks		135	20-May-13	20-Jan-14	230	$4,743,287
ITS / Signs / Stripes / Electrical / MISC.		66	08-Nov-13	07-Feb-14	1075	$868,988
Noise Wall		5	29-Apr-13	03-May-13	492	$0
NBRP - Interchange to Meacham		406	20-Apr-13	10-Nov-14	879	$14,752,237
TCP & Temp Work		406	20-Apr-13	10-Nov-14	98	$3,702,071
Drainage		13	30-Oct-13	20-Nov-13	232	$173,468
Roadworks		46	23-Oct-13	15-Jan-14	232	$483,419
ITS / Signs / Stripes / Electrical / MISC.		34	09-Dec-13	23-Jan-14	1096	$72,938
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B35 - 35W NB GP Exit Ramp to Melody Hills)		119	23-Oct-13	07-Apr-14	251	$856,488
Bridge (B16 - 35W NB - 820 EB GP DC)		274	23-Oct-13	10-Nov-14	98	$9,463,854
SBRP - Interchange to Meacham		445	20-Apr-13	02-Jan-15	840	$26,529,491
TCP & Temp Work		445	20-Apr-13	02-Jan-15	57	$3,615,374
Drainage		35	31-Oct-13	05-Jan-14	183	$670,806
Roadworks		93	25-Oct-13	18-Apr-14	183	$1,868,367
ITS / Signs / Stripes / Electrical / MISC.		48	19-Feb-14	25-Apr-14	1020	$323,265
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B11 - 35W SB - 820 EB GP DC)		311	25-Oct-13	02-Jan-15	57	$9,198,148
Bridge (B10 - 35W SB - 820 WB GP DC)		191	25-Oct-13	18-Jul-14	177	$6,005,897
Retaining Wall EBRW-01		32	26-Nov-13	21-Jan-14	254	$791,577
Retaining Wall EBRW-02		50	26-Nov-13	19-Feb-14	236	$1,535,365
Retaining Wall EBRW-05		21	26-Nov-13	02-Jan-14	265	$450,715
Retaining Wall EBRW-06		22	26-Nov-13	03-Jan-14	264	$481,926
Retaining Wall WBRW-03		26	26-Nov-13	10-Jan-14	260	$579,799
Retaining Wall WBRW-04		42	26-Nov-13	05-Feb-14	244	$1,028,250
EBRP - Interchange to Meacham		393	20-Apr-13	22-Oct-14	892	$23,991,418
TCP & Temp Work		393	20-Apr-13	22-Oct-14	109	$1,908,450
Drainage		26	14-Aug-13	26-Sep-13	249	$479,896
Roadworks		72	08-Aug-13	13-Dec-13	249	$1,337,659
ITS / Signs / Stripes / Electrical / MISC.		42	28-Oct-13	24-Dec-13	1108	$182,973
Noise Wall		5	24-Apr-13	30-Apr-13	495	$0
Bridge (B14 - 820 EB - 35W SB GP DC)		315	08-Aug-13	22-Oct-14	109	$12,275,622
Bridge (B13 - 820 EB - 35W NB GP DC)		234	08-Aug-13	01-Jul-14	190	$5,488,514
Retaining Wall EBRW-11		51	09-Sep-13	02-Dec-13	283	$1,321,115
Retaining Wall EBRW-12		51	09-Sep-13	02-Dec-13	283	$997,287
WBRP - Interchange to Meacham		324	20-Apr-13	17-Jul-14	961	$28,027,518
TCP & Temp Work		324	20-Apr-13	17-Jul-14	178	$3,576,507
Drainage		10	31-Jul-13	15-Aug-13	276	$410,409
Roadworks		77	18-Jul-13	26-Nov-13	257	$1,143,252
ITS / Signs / Stripes / Electrical / MISC.		39	15-Oct-13	08-Dec-13	1120	$117,937
Noise Wall		5	29-Apr-13	03-May-13	492	$0
Bridge (B12 - 820 WB - 35W NB GP DC)		205	18-Jul-13	30-Apr-14	234	$9,671,429
Bridge (B15 - 820 WB - 35W SB GP DC)		261	18-Jul-13	17-Jul-14	178	$7,162,606
Bridge (B21 - 820 WB - 35W SB ML DC)		192	18-Jul-13	11-Apr-14	247	$2,022,770
Retaining Wall WBRW-09		68	27-Sep-13	21-Jan-14	254	$1,917,920
Retaining Wall WBRW-10		70	27-Sep-13	23-Jan-14	252	$2,004,690
Phase 2		281	04-Feb-15	02-Mar-16	537	$98,596,108
ICMS1005	Interchange Phase 2 Misc Roadway Items Finish	0		01-Dec-15	845	$0
ICMS11001	Interchange Phase 2 Finish	0		02-Mar-16	46	$0



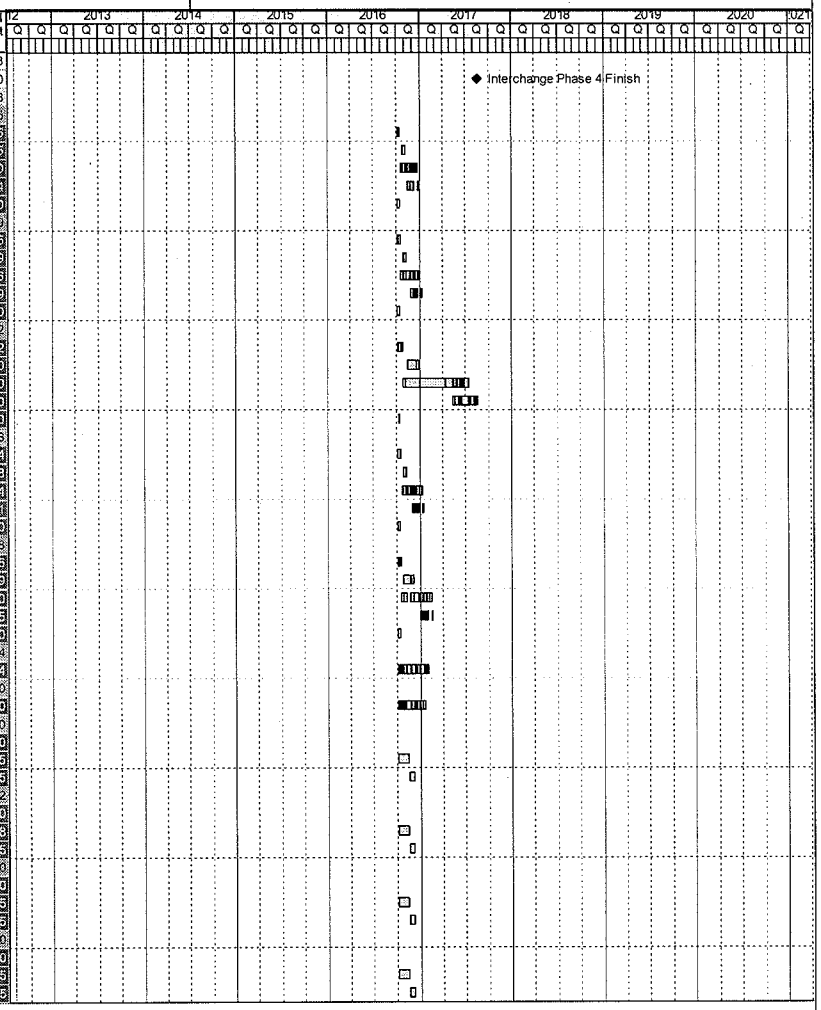
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Stage 1		281	04-Feb-15	02-Mar-16	537	$98,596,108
NBGP - Interchange to Meacham		170	04-Feb-15	29-Sep-15	648	$5,569,907
TCP & Temp Work		153	04-Feb-15	04-Sep-15	160	$257,655
Drainage		18	20-Mar-15	20-Apr-15	116	$828,285
Roadworks		103	27-Feb-15	04-Sep-15	116	$3,872,530
ITS / Signs / Stripes / Electrical / MISC.		50	22-Jul-15	29-Sep-15	648	$611,236
Noise Wall		5	10-Feb-15	16-Feb-15	304	$0
SBGP - Interchange to Meacham		215	04-Feb-15	01-Dec-16	603	$8,495,663
TCP & Temp Work		180	04-Feb-15	13-Oct-15	133	$309,426
Drainage		22	20-Mar-15	27-Apr-15	97	$1,057,862
Roadworks		122	27-Feb-15	13-Oct-15	97	$4,919,766
ITS / Signs / Stripes / Electrical / MISC.		76	18-Aug-15	01-Dec-15	603	$825,017
Noise Wall		5	10-Feb-15	16-Feb-15	304	$0
Bridge (B32GPL - 35W over Little Fossil Creek)		106	27-Feb-15	24-Jul-15	190	$1,383,593
EBGP - Interchange to Meacham		189	04-Feb-15	26-Oct-15	629	$6,239,107
TCP & Temp Work		168	04-Feb-15	25-Sep-15	145	$243,673
Drainage		20	20-Mar-15	23-Apr-15	106	$940,625
Roadworks		113	27-Feb-15	25-Sep-15	106	$4,336,365
ITS / Signs / Stripes / Electrical / MISC.		61	03-Aug-15	26-Oct-15	629	$718,444
Noise Wall		5	10-Feb-15	16-Feb-15	304	$0
WBGP - Interchange to Meacham		181	04-Feb-15	14-Oct-15	637	$6,118,217
TCP & Temp Work		157	04-Feb-15	10-Sep-15	158	$232,843
Drainage		20	11-Mar-15	15-Apr-15	114	$925,104
Roadworks		105	27-Feb-15	10-Sep-15	114	$4,256,102
ITS / Signs / Stripes / Electrical / MISC.		59	24-Jul-15	14-Oct-15	637	$704,168
Noise Wall		5	10-Feb-15	16-Feb-15	304	$0
NSML - Interchange to Meacham		169	04-Feb-15	28-Sep-15	649	$5,754,701
TCP & Temp Work		145	04-Feb-15	25-Aug-15	168	$206,003
Drainage		21	13-Mar-15	17-Apr-15	123	$756,253
Roadworks		96	27-Feb-15	25-Aug-15	123	$3,125,701
ITS / Signs / Stripes / Electrical / MISC.		59	08-Jul-15	28-Sep-15	649	$704,222
Noise Wall		5	06-Feb-15	12-Feb-15	306	$0
Bridge (B32ML - 35W over Little Fossil Creek)		90	27-Feb-15	02-Jul-15	206	$962,522
EWML - Interchange to Meacham		215	04-Feb-15	01-Dec-15	603	$7,422,417
TCP & Temp Work		199	04-Feb-15	09-Nov-15	114	$386,016
Drainage		30	20-Mar-15	18-May-15	83	$1,197,173
Roadworks		136	27-Feb-15	09-Nov-15	83	$4,949,516
ITS / Signs / Stripes / Electrical / MISC.		65	02-Sep-15	01-Dec-15	603	$889,711
Noise Wall		5	12-Feb-15	18-Feb-15	302	$0
NBRP - Interchange to Meacham		274	04-Feb-15	22-Feb-16	544	$19,918,529
TCP & Temp Work		274	04-Feb-15	22-Feb-16	39	$64,124
Drainage		28	04-Mar-15	23-Apr-15	143	$520,404
Roadworks		78	24-Feb-15	23-Jul-15	143	$1,450,257
ITS / Signs / Stripes / Electrical / MISC.		40	04-Jun-15	29-Jul-15	692	$218,813
Noise Wall		5	10-Feb-15	16-Feb-15	304	$0
Bridge (B16 - 35W NB - 820 EB GP DC)		137	24-Feb-15	02-Sep-15	162	$3,194,618
Bridge (B17 - 35W NB - 820 WB GP DC)		260	24-Feb-15	22-Feb-16	39	$10,550,820
Retaining Wall WBRW-05		56	25-Mar-15	26-Jun-15	174	$1,528,462
Retaining Wall WBRW-06		49	25-Mar-15	15-Jun-15	181	$1,272,437
Retaining Wall WBRW-04D		26	25-Mar-15	07-May-15	204	$579,287
Retaining Wall WBRW-04E		26	25-Mar-15	07-May-15	204	$579,287
SBRP - Interchange to Meacham		122	04-Feb-15	23-Jul-15	696	$3,383,408
TCP & Temp Work		122	04-Feb-15	23-Jul-15	191	$32,818
Drainage		17	25-Feb-15	30-Mar-15	169	$255,545
Roadworks		55	19-Feb-15	05-Jun-15	169	$711,759
ITS / Signs / Stripes / Electrical / MISC.		45	13-Apr-15	12-Jun-15	725	$73,326
Noise Wall		3	12-Feb-15	16-Feb-15	304	$0
Bridge (B10 - 35W SB - 820 WB GP DC)		111	19-Feb-15	23-Jul-15	191	$2,309,981
EBRP - Interchange to Meacham		61	04-Feb-15	29-Apr-15	757	$221,287
TCP & Temp Work		57	04-Feb-15	23-Apr-15	258	$13,537



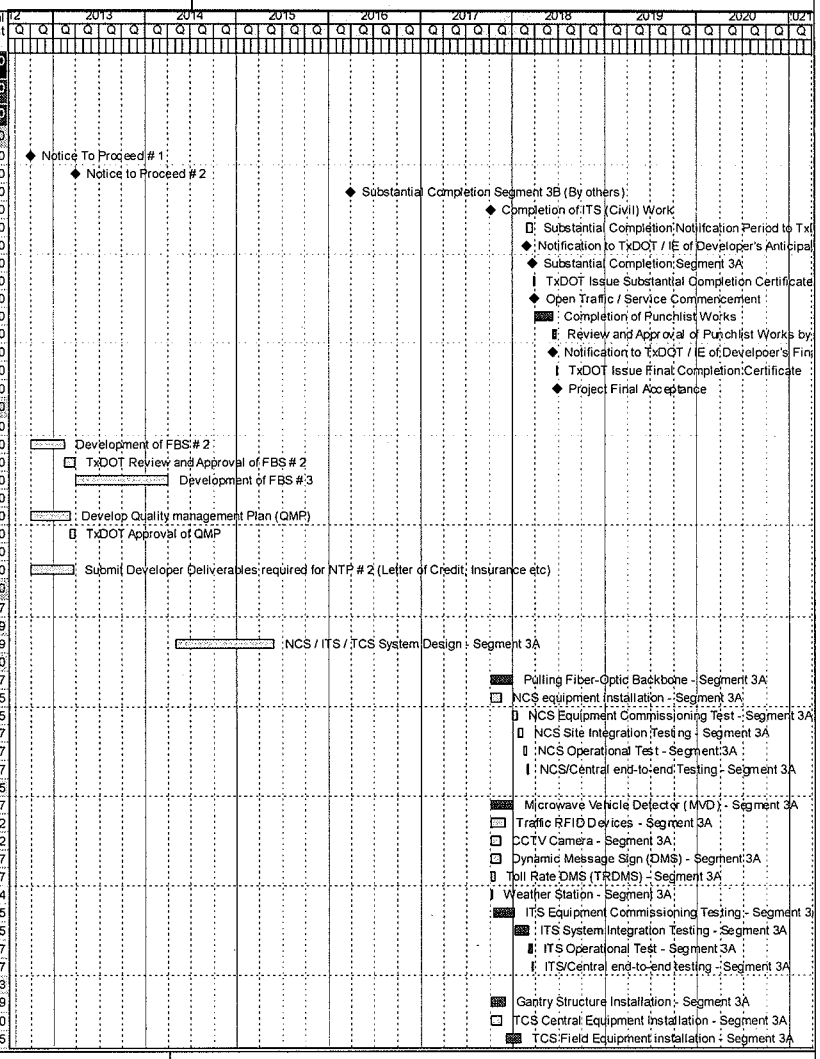
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Drainage	8	23-Feb-15	09-Mar-15	189	$53,322
	Roadworks	37	16-Feb-15	23-Apr-15	189	$148,629
	ITS / Signs / Stripes / Electrical / MISC.	30	19-Mar-15	29-Apr-15	757	$5,799
	Noise Wall	5	06-Feb-15	12-Feb-15	306	$0
	WBRP - Interchange to Meacham	281	04-Feb-15	02-Mar-16	537	$35,472,872
	TCP & Temp Work	281	04-Feb-15	02-Mar-16	32	$33,843
	Drainage	10	24-Feb-15	16-Mar-15	174	$263,083
	Roadworks	51	17-Feb-15	27-May-15	174	$732,854
	ITS / Signs / Stripes / Electrical / MISC.	47	01-Apr-15	04-Jun-15	731	$75,601
	Noise Wall	3	10-Feb-15	12-Feb-15	306	$0
	Bridge (B12 - 820 WB - 35W NB GP DC)	156	17-Feb-15	22-Sep-15	148	$6,447,736
	Bridge (B18 - 820 WB - 35W NB ML DC)	272	17-Feb-15	02-Mar-16	32	$12,083,218
	Bridge (B21 - 820 WB - 35W SB ML DC)	247	17-Feb-15	27-Jan-16	57	$11,462,361
	Retaining Wall WBRW-01	76	02-Mar-15	07-Jul-15	168	$2,357,414
	Retaining Wall WBRW-01A	65	02-Mar-15	18-Jun-15	179	$247,581
	Retaining Wall WBRW-02	63	02-Mar-15	15-Jun-15	181	$1,769,182
	Phase 3	154	03-Mar-16	04-Oct-16	383	$25,276,793
ICMS1000	Interchange Phase 3 Misc Roadway Items Finish	0		18-Aug-16	584	$0
ICMS11005	Interchange Phase 3 Finish	0		04-Oct-16	54	$0
	Stage 1	154	03-Mar-16	04-Oct-16	383	$25,276,793
	NBGP - Interchange to Meacham	93	03-Mar-16	11-Jul-16	444	$1,609,572
	TCP & Temp Work	88	03-Mar-16	05-Jul-16	103	$599,475
	Drainage	8	20-Apr-16	06-May-16	83	$165,657
	Roadworks	45	11-Apr-16	05-Jul-16	83	$774,506
	ITS / Signs / Stripes / Electrical / MISC.	30	31-May-16	11-Jul-16	444	$68,934
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	SBGP - Interchange to Meacham	121	03-Mar-16	18-Aug-16	416	$2,414,285
	TCP & Temp Work	114	03-Mar-16	09-Aug-16	78	$103,142
	Drainage	11	28-Apr-16	23-May-16	61	$352,621
	Roadworks	74	28-Mar-16	09-Aug-16	61	$1,639,922
	ITS / Signs / Stripes / Electrical / MISC.	29	11-Jul-16	18-Aug-16	416	$318,600
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	EBGP - Interchange to Meacham	76	03-Mar-16	16-Jun-16	461	$797,005
	TCP & Temp Work	70	03-Mar-16	08-Jun-16	122	$32,490
	Drainage	7	23-Mar-16	04-Apr-16	98	$125,417
	Roadworks	43	15-Mar-16	08-Jun-16	98	$578,182
	ITS / Signs / Stripes / Electrical / MISC.	42	20-Apr-16	16-Jun-16	461	$60,917
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	NBRP - Interchange to Meacham	147	03-Mar-16	23-Sep-16	390	$10,157,450
	TCP & Temp Work	147	03-Mar-16	23-Sep-16	45	$49,875
	Drainage	23	29-Mar-16	13-May-16	74	$404,759
	Roadworks	65	18-Mar-16	21-Jul-16	74	$1,127,978
	ITS / Signs / Stripes / Electrical / MISC.	35	10-Jun-16	28-Jul-16	431	$170,188
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	Bridge (B16 - 35W NB - 820 EB GP DC)	136	18-Mar-16	23-Sep-16	43	$3,154,618
	Bridge (B17 - 35W NB - 820 WB GP DC)	134	18-Mar-16	21-Sep-16	45	$3,768,150
	Retaining Wall EBRW-09	35	15-Apr-16	14-Jun-16	99	$748,556
	Retaining Wall EBRW-10	34	15-Apr-16	13-Jun-16	100	$733,327
	SBRP - Interchange to Meacham	154	03-Mar-16	04-Oct-16	383	$6,331,193
	TCP & Temp Work	154	03-Mar-16	04-Oct-16	38	$46,409
	Drainage	11	23-Mar-16	12-Apr-16	97	$127,773
	Roadworks	44	15-Mar-16	09-Jun-16	97	$355,879
	ITS / Signs / Stripes / Electrical / MISC.	37	27-Apr-16	16-Jun-16	461	$36,663
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	Retaining Wall EBRW-03	85	29-Mar-16	16-Aug-16	60	$2,362,956
	Retaining Wall EBRW-04	115	29-Mar-16	04-Oct-16	30	$3,431,513
	EBRP - Interchange to Meacham	138	03-Mar-16	12-Sep-16	54	$2,703,298
	Bridge (B13 - 820 EB - 35W NB GP DC)	138	03-Mar-16	12-Sep-16	54	$2,703,298
	WBRP - Interchange to Meacham	100	03-Mar-16	20-Jul-16	92	$1,263,989
	Bridge (B15 - 820 WB - 35W SB GP DC)	100	03-Mar-16	20-Jul-16	92	$1,263,989



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Phase 4		228	05-Oct-16	18-Aug-17	155	$15,044,528
ICMS11000	Interchange Phase 4 Finish	0		18-Aug-17	219	$0
Stage 1		228	05-Oct-16	18-Aug-17	155	$15,044,528
SBGP - Interchange to Meacham		61	05-Oct-16	28-Dec-16	322	$570,876
TCP & Temp Work		61	05-Oct-16	28-Dec-16	322	$25,785
Drainage		7	24-Oct-16	03-Nov-16	257	$88,165
Roadworks		37	17-Oct-16	22-Dec-16	257	$409,980
ITS / Signs / Stripes / Electrical / MISC.		32	15-Nov-16	28-Dec-16	322	$46,954
Noise Wall		5	07-Oct-16	13-Oct-16	376	$0
EBGP - Interchange to Meacham		70	05-Oct-16	10-Jan-17	313	$929,839
TCP & Temp Work		70	05-Oct-16	10-Jan-17	313	$37,905
Drainage		8	27-Oct-16	08-Nov-16	251	$146,319
Roadworks		41	18-Oct-16	03-Jan-17	251	$674,546
ITS / Signs / Stripes / Electrical / MISC.		32	28-Nov-16	10-Jan-17	313	$71,069
Noise Wall		5	07-Oct-16	13-Oct-16	376	$0
WBGP - Interchange to Meacham		228	05-Oct-16	18-Aug-17	155	$8,025,032
TCP & Temp Work		228	05-Oct-16	18-Aug-17	155	$308,652
Drainage		25	14-Nov-16	30-Dec-16	30	$1,226,300
Roadworks		136	27-Oct-16	13-Jul-17	151	$5,641,810
ITS / Signs / Stripes / Electrical / MISC.		72	11-May-17	18-Aug-17	155	$848,270
Noise Wall		5	10-Oct-16	14-Oct-16	375	$0
EWML - Interchange to Meacham		74	05-Oct-16	16-Jan-17	309	$1,025,218
TCP & Temp Work		74	05-Oct-16	16-Jan-17	309	$56,294
Drainage		9	28-Oct-16	11-Nov-16	248	$174,589
Roadworks		43	21-Oct-16	10-Jan-17	248	$721,804
ITS / Signs / Stripes / Electrical / MISC.		32	02-Dec-16	16-Jan-17	309	$72,531
Noise Wall		5	07-Oct-16	13-Oct-16	376	$0
WBRP - Interchange to Meacham		100	05-Oct-16	21-Feb-17	283	$1,591,748
TCP & Temp Work		100	05-Oct-16	21-Feb-17	283	$48,735
Drainage		22	27-Oct-16	06-Dec-16	229	$378,839
Roadworks		63	19-Oct-16	15-Feb-17	229	$1,055,310
ITS / Signs / Stripes / Electrical / MISC.		36	03-Jan-17	21-Feb-17	283	$108,865
Noise Wall		5	07-Oct-16	13-Oct-16	376	$0
SBRP - Interchange to Meacham		87	05-Oct-16	02-Feb-17	296	$923,984
Bridge (B10 - 35W SB - 820 WB GP DC)		87	05-Oct-16	02-Feb-17	296	$923,984
NBRP - Interchange to Meacham		78	05-Oct-16	20-Jan-17	305	$753,630
Bridge (B17 - 35W NB - 820 WB GP DC)		78	05-Oct-16	20-Jan-17	305	$753,630
NBLA - Interchange to Meacham		47	05-Oct-16	08-Dec-16	336	$306,050
TCP & Temp Work		65	05-Oct-16	08-Dec-16	472	$0
Roadworks		26	05-Oct-16	16-Nov-16	268	$241,665
ITS / Signs / Stripes / Electrical / MISC.		10	18-Nov-16	08-Dec-16	268	$64,385
SBLA - Interchange to Meacham		47	05-Oct-16	08-Dec-16	336	$306,052
TCP & Temp Work		65	05-Oct-16	08-Dec-16	472	$0
Roadworks		26	05-Oct-16	16-Nov-16	268	$241,668
ITS / Signs / Stripes / Electrical / MISC.		10	18-Nov-16	08-Dec-16	268	$64,385
EBLA - Interchange to Meacham		47	05-Oct-16	08-Dec-16	336	$306,050
TCP & Temp Work		65	05-Oct-16	08-Dec-16	472	$0
Roadworks		26	05-Oct-16	16-Nov-16	268	$241,665
ITS / Signs / Stripes / Electrical / MISC.		10	18-Nov-16	08-Dec-16	268	$64,385
WBLA - Interchange to Meacham		47	05-Oct-16	08-Dec-16	336	$306,050
TCP & Temp Work		65	05-Oct-16	08-Dec-16	472	$0
Roadworks		26	05-Oct-16	16-Nov-16	268	$241,665
ITS / Signs / Stripes / Electrical / MISC.		10	18-Nov-16	08-Dec-16	268	$64,385



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Total		1543	01-Aug-12	29-Jun-18	0	$1,037,614,340
NTE - Segment 3A & Interchange Project - FBS # 1		1543	01-Aug-12	29-Jun-18	0	$1,037,614,340
Project Administration		1500	01-Oct-12	29-Jun-18	0	$53,014,340
Project Milestones		1500	01-Oct-12	29-Jun-18	0	$0
NTE-NTP1	Notice To Proceed # 1	0	01-Oct-12*		53	$0
NTE-NTP2	Notice to Proceed # 2	0	01-Apr-13		269	$0
NTE-PROJFINISH3B	Substantial Completion Segment 3B (By others)	0		31-Mar-16*	593	$0
NTE-ITSFINISH	Completion of ITS (Civil) Work	0		06-Oct-17	2	$0
NTE-SC-NOTICE1	Substantial Completion Notiifcation Period to TxDOT	20	26-Feb-18	23-Mar-18	20	$0
NTE-SC-NOTICE2	Notification to TxDOT / IE of Developer's Anticipated Substantial Completion	0	26-Feb-18		20	$0
NTE-SCOMP-1000	Substantial Completion Segment 3A	0		23-Mar-18	2	$0
NTE-SCOMP-1010	TxDOT Issue Substantial Completion Certificate	5	26-Mar-18	30-Mar-18	0	$0
NTE-SCOMP-1020	Open Traffic / Service Commencement	0		30-Mar-18*	1	$0
NTE-FCOMP-1000	Completion of Punchlist Works	70	31-Mar-18	08-Jun-18	1	$0
NTE-FCOMP-1010	Review and Approval of Punchlist Works by TxDOT / IE	15	09-Jun-18	23-Jun-18	1	$0
NTE-FCOMP-1005	Notification to TxDOT / IE of Develpoer's Final Completion	0	11-Jun-18		10	$0
NTE-FCOMP-1015	TxDOT Issue Final Completion Certificate	5	25-Jun-18	29-Jun-18	0	$0
NTE-FCOMP-1020	Project Final Acceptance	0		29-Jun-18	0	$0
Management Submittals		391	01-Oct-12	31-Mar-14	1035	$0
Project Schedules		391	01-Oct-12	31-Mar-14	1035	$0
NTE3AIC-FBS2-1000	Development of FBS # 2	95	01-Oct-12	13-Feb-13	188	$0
NTE3AIC-FBS2-1010	TxDOT Review and Approval of FBS # 2	30	14-Feb-13	28-Mar-13	187	$0
NTE3AIC-FBS3-1000	Development of FBS # 3	255	01-Apr-13	31-Mar-14	1018	$0
Quality Management Plans		128	01-Oct-12	27-Mar-13	193	$0
NTE-3AIC-QMP-1000	Develop Quality management Plan (QMP)	110	01-Oct-12	06-Mar-13	189	$0
NTE-3AIC-QMP-1010	TxDOT Approval of QMP	15	07-Mar-13	27-Mar-13	188	$0
Developer Deliverables for NTP # 2		120	01-Oct-12	20-Mar-13	195	$0
NTE3AIC-DVLP-1000	Submit Developer Deliverables required for NTP # 2 (Letter of Credit, Insurance etc)	120	01-Oct-12	20-Mar-13	195	$0
Developer Activities		1017	01-May-14	23-Mar-18	0	$53,014,340
Segment 3A		1017	01-May-14	23-Mar-18	0	$32,338,747
Project System Design		280	01-May-14	27-May-15	447	$6,467,749
3A-CINT-DGN1	NCS / ITS / TCS System Design - Segment 3A	280	01-May-14	27-May-15	447	$6,467,749
Network Communication System (NCS)		105	09-Oct-17	02-Mar-18	10	$3,880,650
3A-CINT-NCS1	Pulling Fiber-Optic Backbone - Segment 3A	60	09-Oct-17	29-Dec-17	0	$1,616,937
3A-CINT-NCS2	NCS equipment Installation - Segment 3A	30	09-Oct-17	17-Nov-17	40	$646,775
3A-CINT-NCS3	NCS Equipment Commissioning Test - Segment 3A	15	01-Jan-18	19-Jan-18	10	$646,775
3A-CINT-NCS4	NCS Site Integration Testing - Segment 3A	15	22-Jan-18	09-Feb-18	10	$323,387
3A-CINT-NCS5	NCS Operational Test - Segment 3A	10	12-Feb-18	23-Feb-18	10	$323,387
3A-CINT-NCS6	NCS/Central end-to-end Testing - Segment 3A	5	26-Feb-18	02-Mar-18	10	$323,387
Intelligent Transportation System (ITS)		120	09-Oct-17	23-Mar-18	0	$10,186,705
3A-CINT-ITS1	Microwave Vehicle Detector (MVD) - Segment 3A	60	09-Oct-17	29-Dec-17	0	$1,616,937
3A-CINT-ITS2	Traffic RFID Devices - Segment 3A	40	09-Oct-17	01-Dec-17	25	$970,162
3A-CINT-ITS3	CCTV Camera - Segment 3A	25	09-Oct-17	10-Nov-17	40	$970,162
3A-CINT-ITS4	Dynamic Message Sign (DMS) - Segment 3A	25	09-Oct-17	10-Nov-17	40	$1,616,937
3A-CINT-ITS5	Toll Rate DMS (TRDMS) - Segment 3A	10	09-Oct-17	20-Oct-17	55	$1,616,937
3A-CINT-ITS6	Weather Station - Segment 3A	5	09-Oct-17	13-Oct-17	0	$1,455,244
3A-CINT-ITS7	ITS Equipment Commissioning Testing - Segment 3A	60	16-Oct-17	05-Jan-18	0	$646,775
3A-CINT-ITS8	ITS System Integration Testing - Segment 3A	40	08-Jan-18	02-Mar-18	0	$646,775
3A-CINT-ITS9	ITS Operational Test - Segment 3A	10	05-Mar-18	16-Mar-18	0	$323,387
3A-CINT-ITS10	ITS/Central end-to-end testing - Segment 3A	5	19-Mar-18	23-Mar-18	0	$323,387
Toll Collection System (TCS)		120	09-Oct-17	23-Mar-18	0	$11,803,643
3A-CINT-TCS1	Gantry Structure Installation - Segment 3A	40	09-Oct-17	01-Dec-17	0	$2,102,019
3A-CINT-TCS3	TCS Central Equipment Installation - Segment 3A	30	09-Oct-17	17-Nov-17	55	$2,587,100
3A-CINT-TCS2	TCS Field Equipment installation - Segment 3A	45	04-Dec-17	02-Feb-18	0	$3,233,875

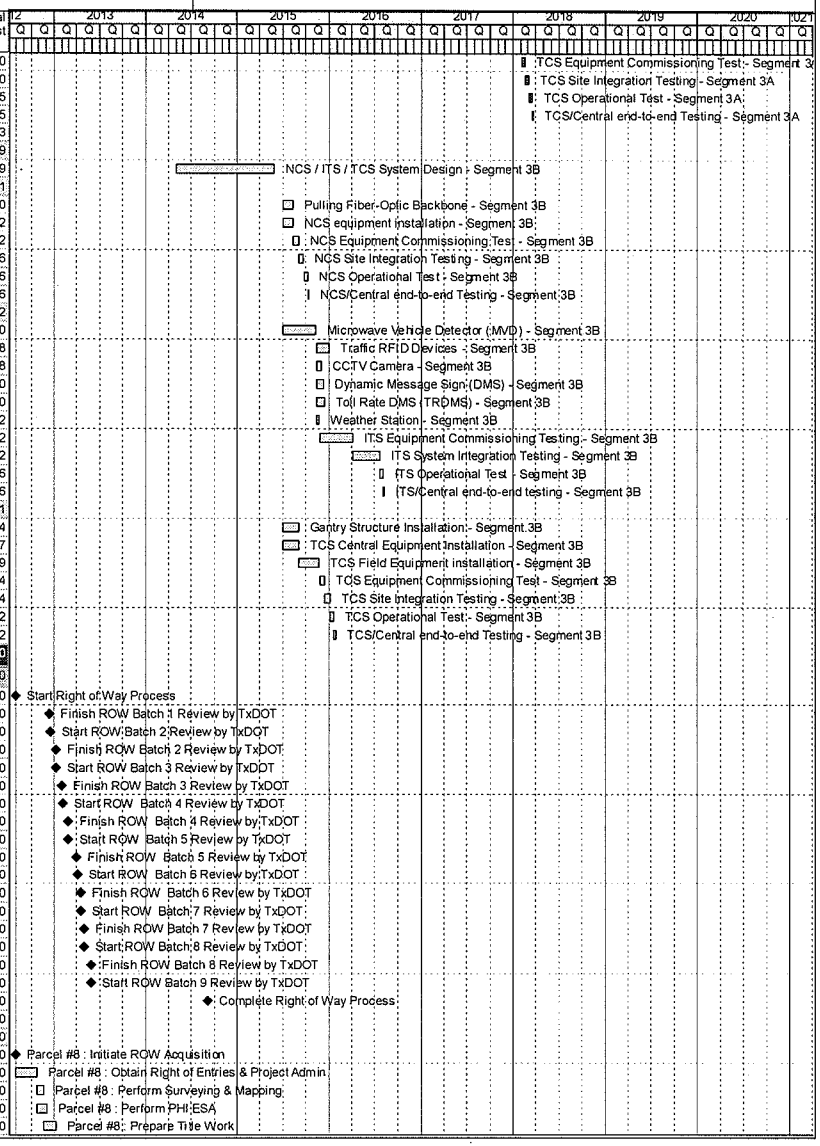


Remaining Level of Effort | Remaining Work
Actual Level of Effort | Critical Remaining Work
Actual Work | ◆ Milestone

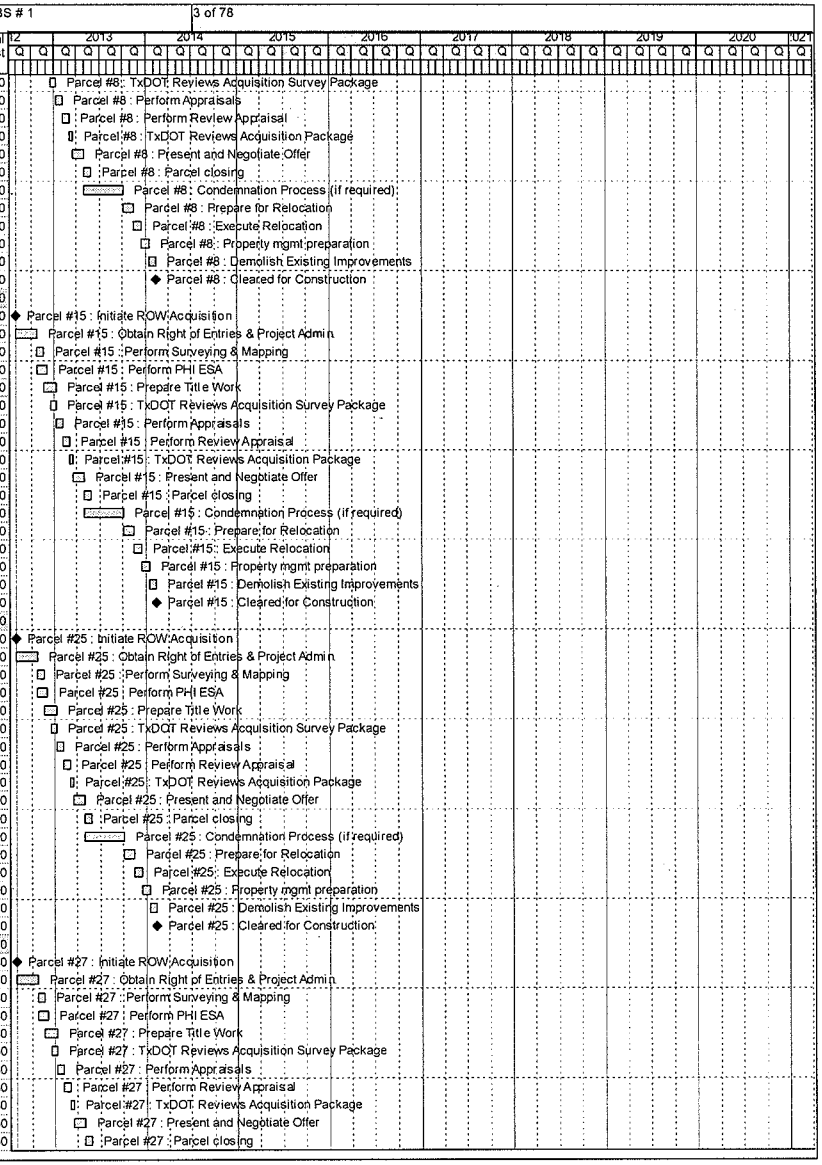
NTE 3A / Interchange Project

DETAILED PROGRAM SCHEDULE
FBS1

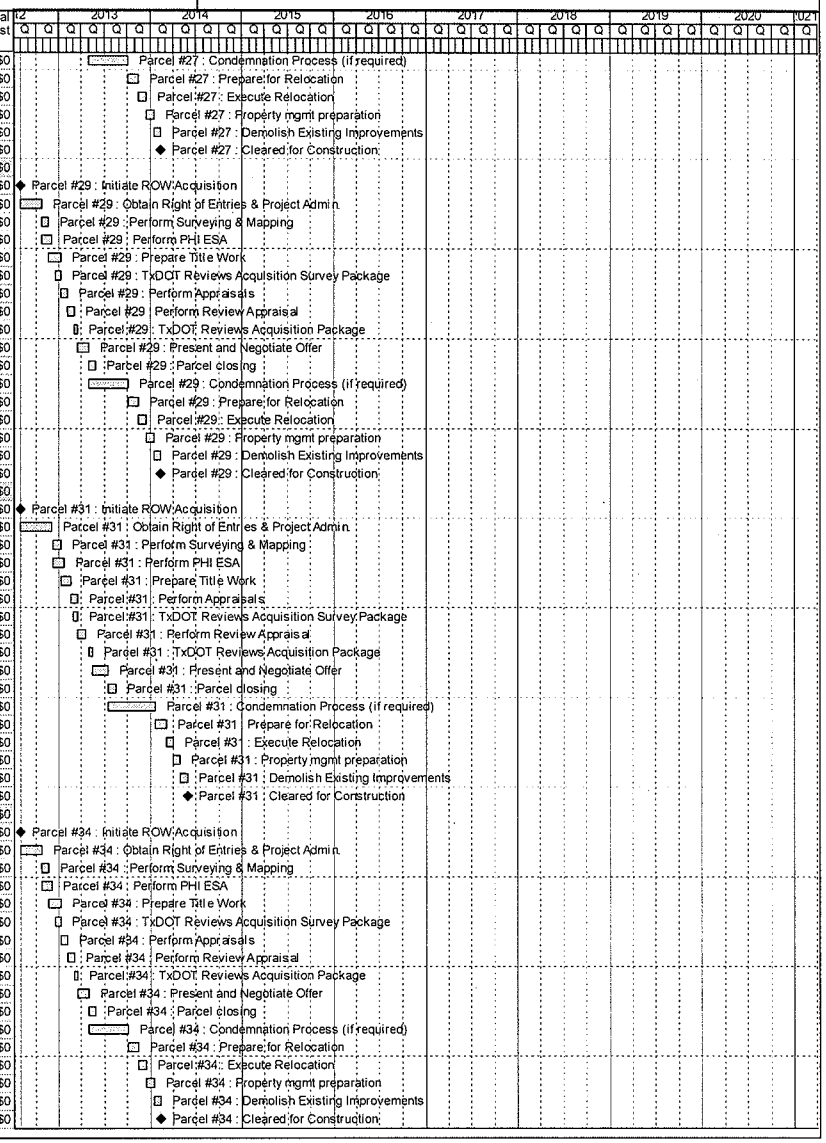
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3A-CINT-TCS4	TCS Equipment Commissioning Test - Segment 3A	10	05-Feb-18	16-Feb-18	0	$1,293,550
3A-CINT-TCS5	TCS Site Integration Testing - Segment 3A	10	19-Feb-18	02-Mar-18	0	$1,293,550
3A-CINT-TCS6	TCS Operational Test - Segment 3A	10	05-Mar-18	16-Mar-18	0	$646,775
3A-CINT-TCS7	TCS/Central end-to-end Testing - Segment 3A	5	19-Mar-18	23-Mar-18	0	$646,775
Segment 3B		594	01-May-14	09-Aug-16	423	$20,675,593
Project System Design		280	01-May-14	27-May-15	447	$4,135,119
3B-CINT-DGN1	NCS / ITS / TCS System Design - Segment 3B	280	01-May-14	27-May-15	447	$4,135,119
Network Communication System (NCS)		75	01-Jul-15	13-Oct-15	633	$2,481,071
3B-CINT-NCS1	Pulling Fiber-Optic Backbone - Segment 3B	30	01-Jul-15	11-Aug-15	423	$1,033,780
3B-CINT-NCS2	NCS equipment installation - Segment 3B	30	01-Jul-15	11-Aug-15	633	$413,512
3B-CINT-NCS3	NCS Equipment Commissioning Test - Segment 3B	15	12-Aug-15	01-Sep-15	633	$413,512
3B-CINT-NCS4	NCS Site Integration Testing - Segment 3B	15	02-Sep-15	22-Sep-15	633	$206,756
3B-CINT-NCS5	NCS Operational Test - Segment 3B	10	23-Sep-15	06-Oct-15	633	$206,756
3B-CINT-NCS6	NCS/Central end-to-end Testing - Segment 3B	5	07-Oct-15	13-Oct-15	633	$206,756
Intelligent Transportation System (ITS)		290	01-Jul-15	09-Aug-16	423	$6,512,812
3B-CINT-ITS1	Microwave Vehicle Detector (MVD) - Segment 3B	95	01-Jul-15	10-Nov-15	423	$1,033,780
3B-CINT-ITS2	Traffic RFID Devices - Segment 3B	38	11-Nov-15	01-Jan-16	490	$620,268
3B-CINT-ITS3	CCTV Camera - Segment 3B	15	11-Nov-15	01-Dec-15	513	$620,268
3B-CINT-ITS4	Dynamic Message Sign (DMS) - Segment 3B	20	11-Nov-15	08-Dec-15	508	$1,033,780
3B-CINT-ITS5	Toll Rate DMS (TRDMS) - Segment 3B	25	11-Nov-15	15-Dec-15	503	$1,033,780
3B-CINT-ITS6	Weather Station - Segment 3B	10	11-Nov-15	24-Nov-15	423	$930,402
3B-CINT-ITS7	ITS Equipment Commissioning Testing - Segment 3B	95	25-Nov-15	05-Apr-16	423	$413,512
3B-CINT-ITS8	ITS System Integration Testing - Segment 3B	75	06-Apr-16	19-Jul-16	423	$413,512
3B-CINT-ITS9	ITS Operational Test - Segment 3B	10	20-Jul-16	02-Aug-16	423	$206,756
3B-CINT-ITS10	ITS/Central end-to-end testing - Segment 3B	5	03-Aug-16	09-Aug-16	423	$206,756
Toll Collection System (TCS)		150	01-Jul-15	26-Jan-16	563	$7,546,591
3B-CINT-TCS1	Gantry Structure Installation - Segment 3B	45	01-Jul-15	01-Sep-15	563	$1,343,914
3B-CINT-TCS3	TCS Central Equipment Installation - Segment 3B	45	01-Jul-15	01-Sep-15	623	$1,654,047
3B-CINT-TCS2	TCS Field Equipment installation - Segment 3B	60	02-Sep-15	24-Nov-15	563	$2,067,559
3B-CINT-TCS4	TCS Equipment Commissioning Test - Segment 3B	15	25-Nov-15	15-Dec-15	563	$827,024
3B-CINT-TCS5	TCS Site Integration Testing - Segment 3B	15	16-Dec-15	05-Jan-16	563	$827,024
3B-CINT-TCS6	TCS Operational Test - Segment 3B	10	06-Jan-16	19-Jan-16	563	$413,512
3B-CINT-TCS7	TCS/Central end-to-end Testing - Segment 3B	5	20-Jan-16	26-Jan-16	563	$413,512
Right-of-Way Acquisition		548	01-Aug-12	05-Sep-14	925	$0
Acquisition by Developer		548	01-Aug-12	05-Sep-14	925	$0
NTE-ROWSTART	Start Right of Way Process	0	01-Aug-12*		1	$0
NTE-ROW-BATCH1	Finish ROW Batch 1 Review by TxDOT	0		14-Dec-12	13	$0
NTE-ROW-BATCH2	Start ROW Batch 2 Review by TxDOT	0	17-Dec-12		13	$0
NTE-ROW-BATCH2-1	Finish ROW Batch 2 Review by TxDOT	0		10-Jan-13	12	$0
NTE-ROW-BATCH3	Start ROW Batch 3 Review by TxDOT	0	11-Jan-13		12	$0
NTE-ROW-BATCH3-1	Finish ROW Batch 3 Review by TxDOT	0		01-Feb-13	12	$0
NTE-ROW-BATCH4	Start ROW Batch 4 Review by TxDOT	0	04-Feb-13		12	$0
NTE-ROW-BATCH4-1	Finish ROW Batch 4 Review by TxDOT	0		25-Feb-13	11	$0
NTE-ROW-BATCH5	Start ROW Batch 5 Review by TxDOT	0	26-Feb-13		11	$0
NTE-ROW-BATCH5-1	Finish ROW Batch 5 Review by TxDOT	0		01-Apr-13	1	$0
NTE-ROW-BATCH6	Start ROW Batch 6 Review by TxDOT	0	02-Apr-13		1	$0
NTE-ROW-BATCH6-1	Finish ROW Batch 6 Review by TxDOT	0		15-Apr-13	1	$0
NTE-ROW-BATCH7	Start ROW Batch 7 Review by TxDOT	0	16-Apr-13		1	$0
NTE-ROW-BATCH7-1	Finish ROW Batch 7 Review by TxDOT	0		29-Apr-13	11	$0
NTE-ROW-BATCH8	Start ROW Batch 8 Review by TxDOT	0	30-Apr-13		11	$0
NTE-ROW-BATCH8-1	Finish ROW Batch 8 Review by TxDOT	0		28-May-13	140	$0
NTE-ROW-BATCH9	Start ROW Batch 9 Review by TxDOT	0	29-May-13		140	$0
NTE-ROWFINISH	Complete Right of Way Process	0		05-Sep-14	1297	$0
Parcels Needing Relocation		548	01-Aug-12	05-Sep-14	382	$0
Parcel #8 SBFR - Meacham to Dewey (STA 679+00 to STA 687+00)		400	01-Aug-12	11-Feb-14	141	$0
3ASBFRMDMSRO810	Parcel #8 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO81010	Parcel #8 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO81020	Parcel #8 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO81030	Parcel #8 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO81050	Parcel #8 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0



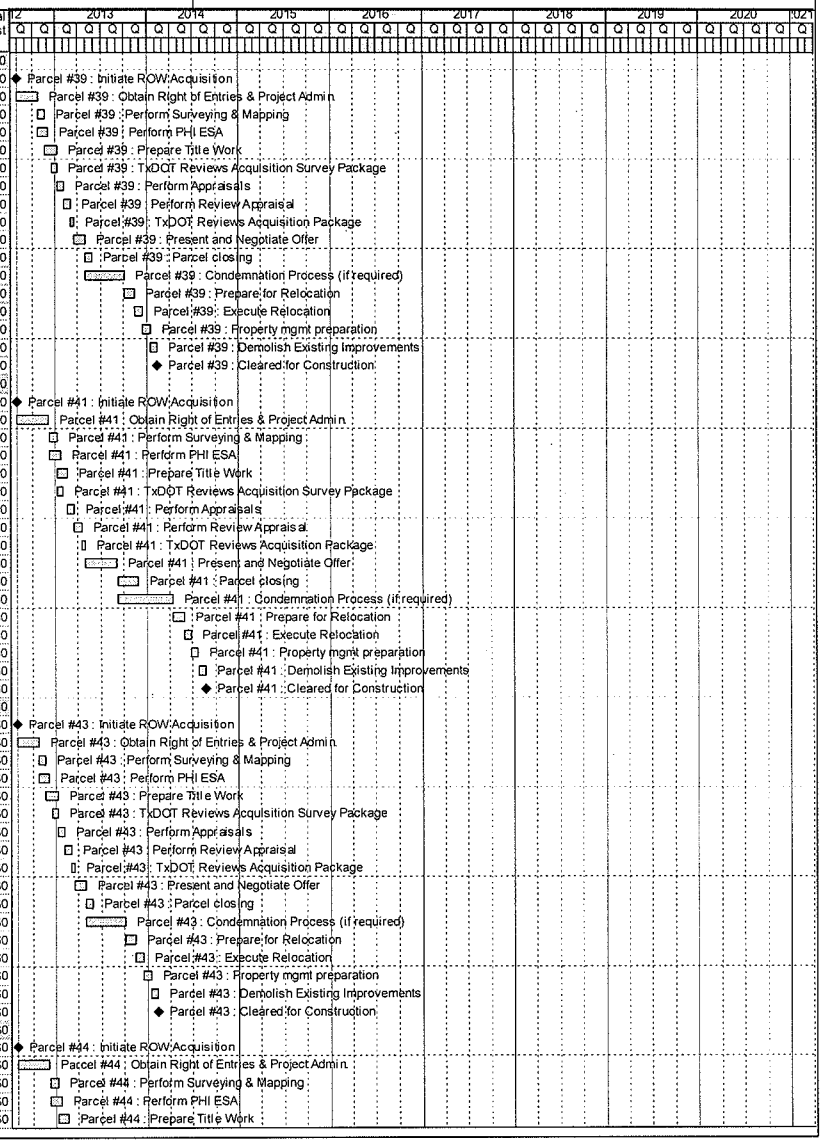
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO81040	Parcel #8 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO81060	Parcel #8 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO81070	Parcel #8 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO81080	Parcel #8 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO81090	Parcel #8 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	139	$0
3ASBFRMDRO81100	Parcel #8 : Parcel closing	20	30-Apr-13	28-May-13	229	$0
3ASBFRMDRO81110	Parcel #8 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	139	$0
3ASBFRMDRO81120	Parcel #8 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	139	$0
3ASBFRMDRO81130	Parcel #8 : Execute Relocation	20	15-Nov-13	13-Dec-13	139	$0
3ASBFRMDRO81140	Parcel #8 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	139	$0
3ASBFRMDRO81150	Parcel #8 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	139	$0
3ASBFRMDMSRO811	Parcel #8 : Cleared for Construction	0		11-Feb-14	197	$0
Parcel #15 SBFR - Meacham to Dewey (STA 700+00 to STA 700+00)		400	01-Aug-12	11-Feb-14	141	$0
3ASBFRMDMSRO151	Parcel #15 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO151010	Parcel #15 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO151020	Parcel #15 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO151030	Parcel #15 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO151050	Parcel #15 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRMDRO151040	Parcel #15 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO151060	Parcel #15 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO151070	Parcel #15 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO151080	Parcel #15 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO151090	Parcel #15 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	139	$0
3ASBFRMDRO151100	Parcel #15 : Parcel closing	20	30-Apr-13	28-May-13	229	$0
3ASBFRMDRO151110	Parcel #15 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	139	$0
3ASBFRMDRO151120	Parcel #15 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	139	$0
3ASBFRMDRO151130	Parcel #15 : Execute Relocation	20	15-Nov-13	13-Dec-13	139	$0
3ASBFRMDRO151140	Parcel #15 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	139	$0
3ASBFRMDRO151150	Parcel #15 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	139	$0
3ASBFRMDMSRO151	Parcel #15 : Cleared for Construction	0		11-Feb-14	197	$0
Parcel #25 SBGP - Meacham to Dewey (STA 730+00 to STA 730+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBGPMDMSRO251	Parcel #25 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPMDRO251010	Parcel #25 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPMDRO251020	Parcel #25 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBGPMDRO251030	Parcel #25 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBGPMDRO251050	Parcel #25 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBGPMDRO251040	Parcel #25 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBGPMDRO251060	Parcel #25 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBGPMDRO251070	Parcel #25 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBGPMDRO251080	Parcel #25 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBGPMDRO251090	Parcel #25 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBGPMDRO251100	Parcel #25 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBGPMDRO251110	Parcel #25 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBGPMDRO251120	Parcel #25 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBGPMDRO251130	Parcel #25 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBGPMDRO251140	Parcel #25 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBGPMDRO251150	Parcel #25 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBGPMDMSRO251	Parcel #25 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #27 SBGP - Meacham to Dewey (STA 735+00 to STA 735+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBGPMDMSRO271	Parcel #27 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPMDRO271010	Parcel #27 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPMDRO271020	Parcel #27 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBGPMDRO271030	Parcel #27 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBGPMDRO271050	Parcel #27 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBGPMDRO271040	Parcel #27 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBGPMDRO271060	Parcel #27 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBGPMDRO271070	Parcel #27 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBGPMDRO271080	Parcel #27 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBGPMDRO271090	Parcel #27 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBGPMDRO271100	Parcel #27 : Parcel closing	20	30-Apr-13	28-May-13	228	$0



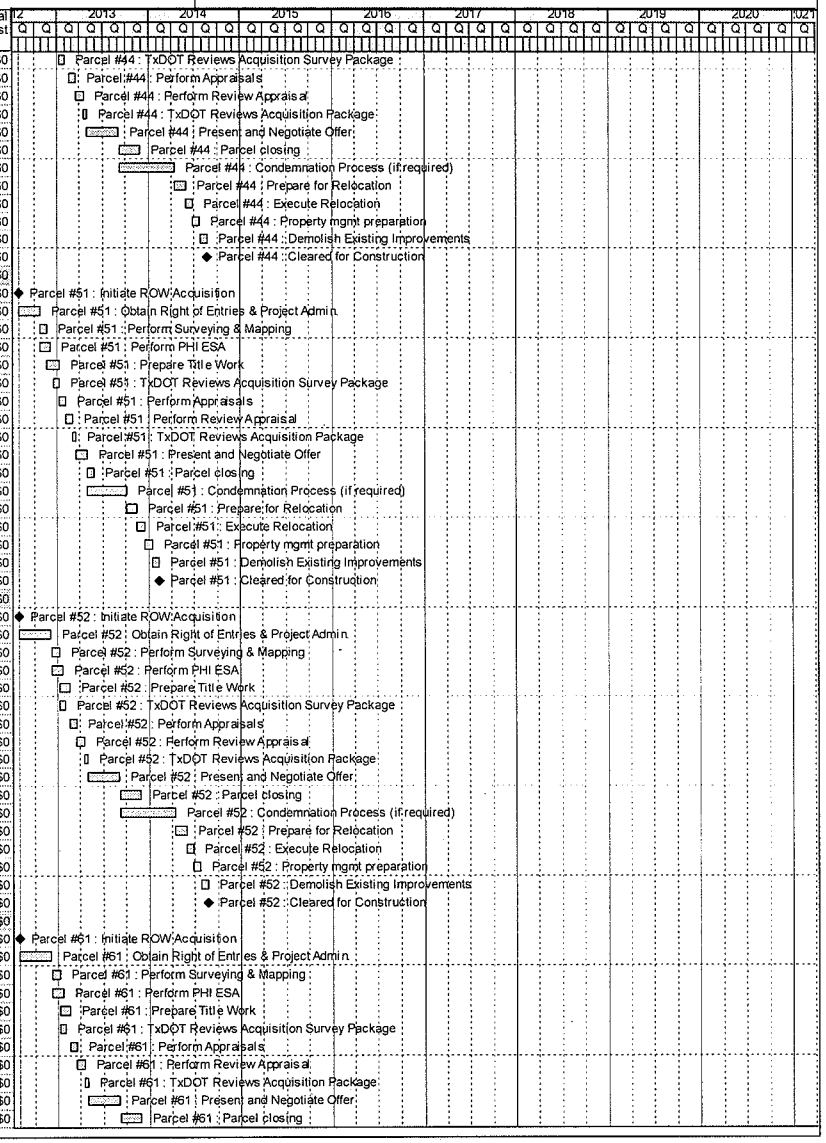
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPMDRO271110	Parcel #27 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBGPMDRO271120	Parcel #27 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBGPMDRO271130	Parcel #27 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBGPMDRO271140	Parcel #27 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBGPMDRO271150	Parcel #27 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBGPMDMSRO271	Parcel #27 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #29 SBGP - Meacham to Dewey (STA 737+00 to STA 737+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBGPMDMSRO291	Parcel #29 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPMDRO291010	Parcel #29 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPMDRO291020	Parcel #29 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBGPMDRO291030	Parcel #29 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBGPMDRO291050	Parcel #29 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBGPMDRO291040	Parcel #29 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBGPMDRO291060	Parcel #29 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBGPMDRO291070	Parcel #29 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBGPMDRO291080	Parcel #29 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBGPMDRO291090	Parcel #29 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBGPMDRO291100	Parcel #29 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBGPMDRO291110	Parcel #29 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBGPMDRO291120	Parcel #29 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBGPMDRO291130	Parcel #29 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBGPMDRO291140	Parcel #29 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBGPMDRO291150	Parcel #29 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBGPMDMSRO291	Parcel #29 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #31 NBGP - Meacham to Dewey (STA 736+00 to STA 736+00)		476	01-Aug-12	28-May-14	440	$0
3ANBGPMDMSRO311	Parcel #31 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ANBGPMDRO311010	Parcel #31 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	46	$0
3ANBGPMDRO311020	Parcel #31 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ANBGPMDRO311030	Parcel #31 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	160	$0
3ANBGPMDRO311050	Parcel #31 : Prepare Title Work	30	08-Jan-13	18-Feb-13	160	$0
3ANBGPMDRO311060	Parcel #31 : Perform Appraisals	20	19-Feb-13	18-Mar-13	160	$0
3ANBGPMDRO311040	Parcel #31 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ANBGPMDRO311070	Parcel #31 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	160	$0
3ANBGPMDRO311080	Parcel #31 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPMDRO311090	Parcel #31 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	430	$0
3ANBGPMDRO311100	Parcel #31 : Parcel closing	20	18-Jul-13	14-Aug-13	540	$0
3ANBGPMDRO311110	Parcel #31 : Condemnation Process (if required)	130	18-Jul-13	21-Jan-14	430	$0
3ANBGPMDRO311120	Parcel #31 : Prepare for Relocation	30	22-Jan-14	04-Mar-14	430	$0
3ANBGPMDRO311130	Parcel #31 : Execute Relocation	20	05-Mar-14	01-Apr-14	430	$0
3ANBGPMDRO311140	Parcel #31 : Property mgmt preparation	20	02-Apr-14	29-Apr-14	430	$0
3ANBGPMDRO311150	Parcel #31 : Demolish Existing Improvements	20	30-Apr-14	28-May-14	430	$0
3ANBGPMDMSRO311	Parcel #31 : Cleared for Construction	0		28-May-14	616	$0
Parcel #34 SBFR - Meacham to Dewey (STA 743+00 to STA 743+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBFRMDMSRO341	Parcel #34 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO341010	Parcel #34 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO341020	Parcel #34 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO341030	Parcel #34 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO341050	Parcel #34 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRMDRO341040	Parcel #34 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO341060	Parcel #34 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO341070	Parcel #34 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO341080	Parcel #34 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO341090	Parcel #34 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBFRMDRO341100	Parcel #34 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBFRMDRO341110	Parcel #34 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBFRMDRO341120	Parcel #34 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBFRMDRO341130	Parcel #34 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBFRMDRO341140	Parcel #34 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBFRMDRO341150	Parcel #34 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBFRMDMSRO341	Parcel #34 : Cleared for Construction	0		11-Feb-14	196	$0



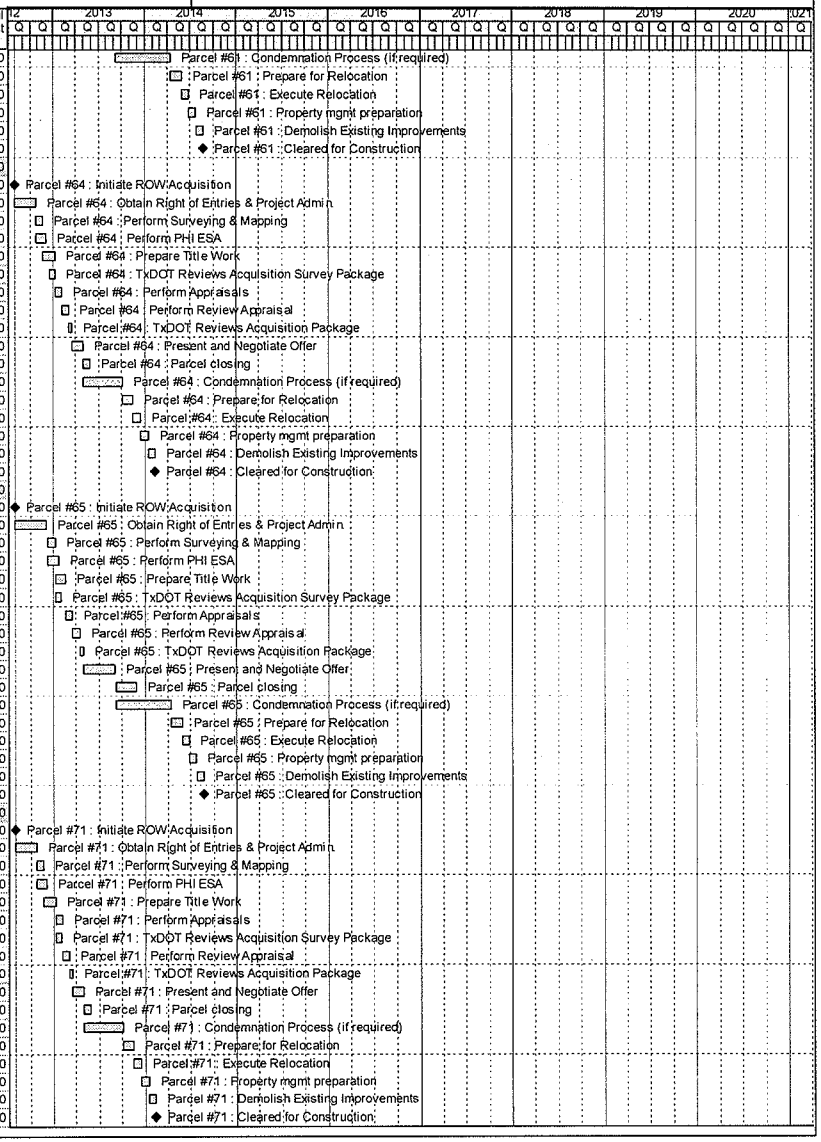
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Parcel #39 SBFR - Meacham to Dewey (STA 746+00 to STA 746+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBFRMDMSRO391	Parcel #39 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO391010	Parcel #39 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO391020	Parcel #39 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO391030	Parcel #39 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO391050	Parcel #39 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRMDRO391040	Parcel #39 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO391060	Parcel #39 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO391070	Parcel #39 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO391080	Parcel #39 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO391090	Parcel #39 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBFRMDRO391100	Parcel #39 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBFRMDRO391110	Parcel #39 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBFRMDRO391120	Parcel #39 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBFRMDRO391130	Parcel #39 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBFRMDRO391140	Parcel #39 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBFRMDRO391150	Parcel #39 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBFRMDMSRO391	Parcel #39 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #41 (TxDOT #821) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 747+00 to STA 747+00)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO411	Parcel #41 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO411010	Parcel #41 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO411020	Parcel #41 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	3	$0
3ASBFRMDRO411030	Parcel #41 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	23	$0
3ASBFRMDRO411050	Parcel #41 : Prepare Title Work	30	08-Jan-13	18-Feb-13	3	$0
3ASBFRMDRO411040	Parcel #41 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO411060	Parcel #41 : Perform Appraisals	20	19-Feb-13	18-Mar-13	3	$0
3ASBFRMDRO411070	Parcel #41 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	3	$0
3ASBFRMDRO411080	Parcel #41 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	3	$0
3ASBFRMDRO411090	Parcel #41 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	3	$0
3ASBFRMDRO411100	Parcel #41 : Parcel closing	60	06-Sep-13	29-Nov-13	98	$0
3ASBFRMDRO411110	Parcel #41 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	3	$0
3ASBFRMDRO411120	Parcel #41 : Prepare for Relocation	30	16-Apr-14	28-May-14	3	$0
3ASBFRMDRO411130	Parcel #41 : Execute Relocation	20	29-May-14	25-Jun-14	3	$0
3ASBFRMDRO411140	Parcel #41 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	3	$0
3ASBFRMDRO411150	Parcel #41 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	3	$0
3ASBFRMDMSRO411	Parcel #41 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #43 SBFR - Meacham to Dewey (STA 750+00 to STA 750+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBFRMDMSRO431	Parcel #43 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO431010	Parcel #43 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO431020	Parcel #43 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO431030	Parcel #43 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO431050	Parcel #43 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRMDRO431040	Parcel #43 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO431060	Parcel #43 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO431070	Parcel #43 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO431080	Parcel #43 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO431090	Parcel #43 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBFRMDRO431100	Parcel #43 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBFRMDRO431110	Parcel #43 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBFRMDRO431120	Parcel #43 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBFRMDRO431130	Parcel #43 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBFRMDRO431140	Parcel #43 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBFRMDRO431150	Parcel #43 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBFRMDMSRO431	Parcel #43 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #44 (TxDOT #825) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 752+00 to STA 752+00)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO441	Parcel #44 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO441010	Parcel #44 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO441020	Parcel #44 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	3	$0
3ASBFRMDRO441030	Parcel #44 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	23	$0
3ASBFRMDRO441050	Parcel #44 : Prepare Title Work	30	08-Jan-13	18-Feb-13	3	$0



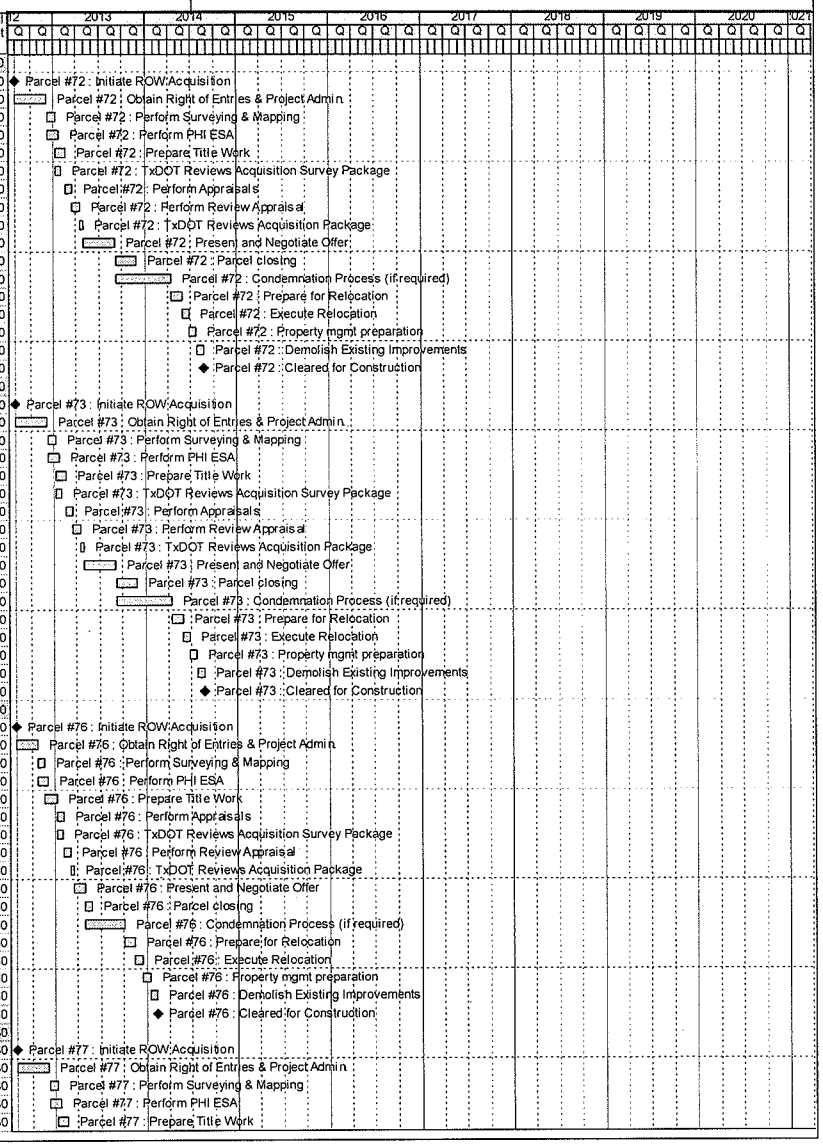
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO441040	Parcel #44 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO441060	Parcel #44 : Perform Appraisals	20	19-Feb-13	18-Mar-13	3	$0
3ASBFRMDRO441070	Parcel #44 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	3	$0
3ASBFRMDRO441080	Parcel #44 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	3	$0
3ASBFRMDRO441090	Parcel #44 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	3	$0
3ASBFRMDRO441100	Parcel #44 : Parcel closing	60	06-Sep-13	29-Nov-13	98	$0
3ASBFRMDRO441110	Parcel #44 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	3	$0
3ASBFRMDRO441120	Parcel #44 : Prepare for Relocation	30	16-Apr-14	28-May-14	3	$0
3ASBFRMDRO441130	Parcel #44 : Execute Relocation	20	29-May-14	25-Jun-14	3	$0
3ASBFRMDRO441140	Parcel #44 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	3	$0
3ASBFRMDRO441150	Parcel #44 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	3	$0
3ASBFRMDMSRO441	Parcel #44 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #51 SBFR - Meacham to Dewey (STA 757+00 to STA 757+00)		400	01-Aug-12	11-Feb-14	140	$0
3ASBFRMDMSRO511	Parcel #51 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO511010	Parcel #51 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO511020	Parcel #51 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRMDRO511030	Parcel #51 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRMDRO511050	Parcel #51 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRMDRO511040	Parcel #51 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRMDRO511060	Parcel #51 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRMDRO511070	Parcel #51 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRMDRO511080	Parcel #51 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRMDRO511090	Parcel #51 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	138	$0
3ASBFRMDRO511100	Parcel #51 : Parcel closing	20	30-Apr-13	28-May-13	228	$0
3ASBFRMDRO511110	Parcel #51 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	138	$0
3ASBFRMDRO511120	Parcel #51 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	138	$0
3ASBFRMDRO511130	Parcel #51 : Execute Relocation	20	15-Nov-13	13-Dec-13	138	$0
3ASBFRMDRO511140	Parcel #51 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	138	$0
3ASBFRMDRO511150	Parcel #51 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	138	$0
3ASBFRMDMSRO511	Parcel #51 : Cleared for Construction	0		11-Feb-14	196	$0
Parcel #52 (TxDOT #830) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 757+00 to STA 762+50)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO521	Parcel #52 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO521010	Parcel #52 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO521020	Parcel #52 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	3	$0
3ASBFRMDRO521030	Parcel #52 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	23	$0
3ASBFRMDRO521050	Parcel #52 : Prepare Title Work	30	08-Jan-13	18-Feb-13	3	$0
3ASBFRMDRO521040	Parcel #52 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO521060	Parcel #52 : Perform Appraisals	20	19-Feb-13	18-Mar-13	3	$0
3ASBFRMDRO521070	Parcel #52 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	3	$0
3ASBFRMDRO521080	Parcel #52 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	3	$0
3ASBFRMDRO521090	Parcel #52 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	3	$0
3ASBFRMDRO521100	Parcel #52 : Parcel closing	60	06-Sep-13	29-Nov-13	98	$0
3ASBFRMDRO521110	Parcel #52 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	3	$0
3ASBFRMDRO521120	Parcel #52 : Prepare for Relocation	30	16-Apr-14	28-May-14	3	$0
3ASBFRMDRO521130	Parcel #52 : Execute Relocation	20	29-May-14	25-Jun-14	3	$0
3ASBFRMDRO521140	Parcel #52 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	3	$0
3ASBFRMDRO521150	Parcel #52 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	3	$0
3ASBFRMDMSRO521	Parcel #52 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #61 (TxDOT #835) - COMPLEX PARCEL - SBFR - Meacham to Dewey (STA 771+50 to STA 776+00)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO611	Parcel #61 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO611010	Parcel #61 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO611020	Parcel #61 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	3	$0
3ASBFRMDRO611030	Parcel #61 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	23	$0
3ASBFRMDRO611050	Parcel #61 : Prepare Title Work	30	08-Jan-13	18-Feb-13	3	$0
3ASBFRMDRO611040	Parcel #61 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO611060	Parcel #61 : Perform Appraisals	20	19-Feb-13	18-Mar-13	3	$0
3ASBFRMDRO611070	Parcel #61 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	3	$0
3ASBFRMDRO611080	Parcel #61 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	3	$0
3ASBFRMDRO611090	Parcel #61 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	3	$0
3ASBFRMDRO611100	Parcel #61 : Parcel closing	60	06-Sep-13	29-Nov-13	98	$0



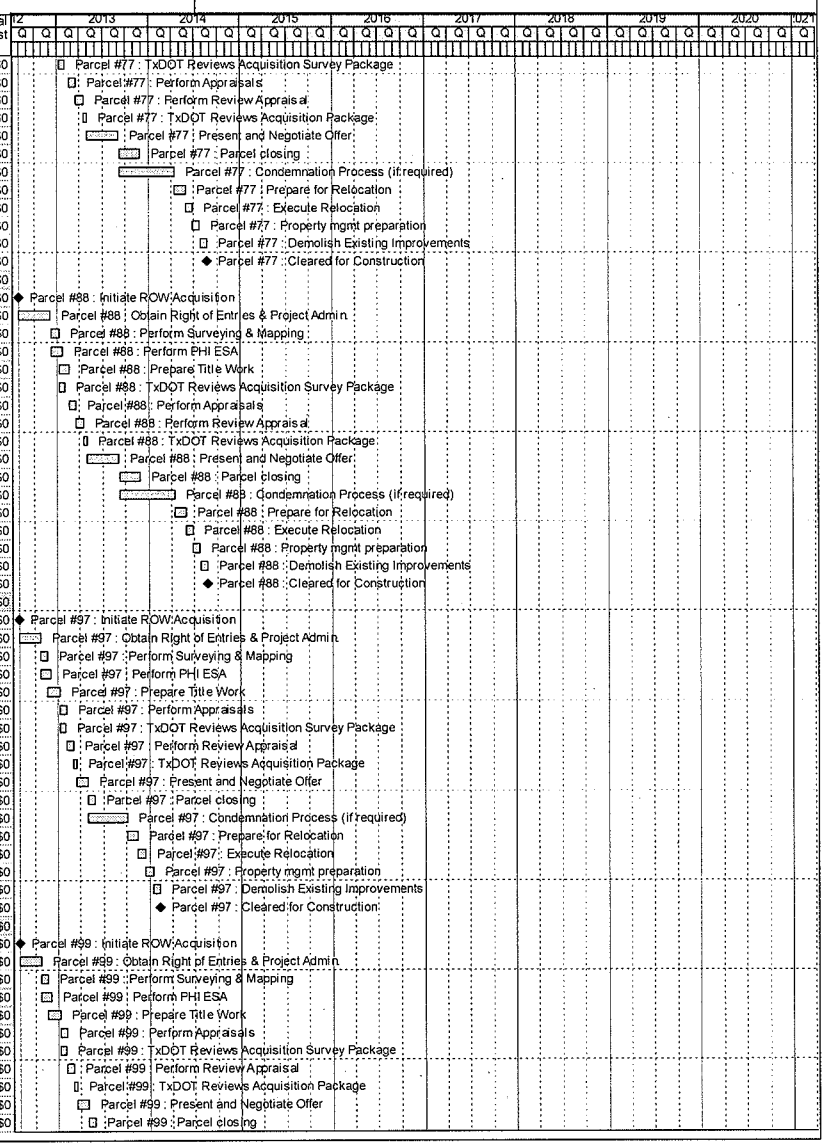
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO611110	Parcel #61 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	3	$0
3ASBFRMDRO611120	Parcel #61 : Prepare for Relocation	30	16-Apr-14	28-May-14	3	$0
3ASBFRMDRO611130	Parcel #61 : Execute Relocation	20	29-May-14	25-Jun-14	3	$0
3ASBFRMDRO611140	Parcel #61 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	3	$0
3ASBFRMDRO611150	Parcel #61 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	3	$0
3ASBFRMDMSRO611	Parcel #61 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #64 SBFR - Dewey to S. of trinity River (STA 777+00 to STA 777+00)		400	01-Aug-12	11-Feb-14	141	$0
3ASBFRDTMSRO641	Parcel #64 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRDTRO641010	Parcel #64 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRDTRO641020	Parcel #64 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRDTRO641030	Parcel #64 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRDTRO641050	Parcel #64 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRDTRO641040	Parcel #64 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRDTRO641060	Parcel #64 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRDTRO641070	Parcel #64 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRDTRO641080	Parcel #64 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRDTRO641090	Parcel #64 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	139	$0
3ASBFRDTRO641100	Parcel #64 : Parcel closing	20	30-Apr-13	28-May-13	229	$0
3ASBFRDTRO641110	Parcel #64 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	139	$0
3ASBFRDTRO641120	Parcel #64 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	139	$0
3ASBFRDTRO641130	Parcel #64 : Execute Relocation	20	15-Nov-13	13-Dec-13	139	$0
3ASBFRDTRO641140	Parcel #64 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	139	$0
3ASBFRDTRO641150	Parcel #64 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	139	$0
3ASBFRDTMSRO641	Parcel #64 : Cleared for Construction	0		11-Feb-14	197	$0
Parcel #65 (TxDOT #836) - COMPLEX - SBFR - Dewey to S. of Trinity River (STA 781+00 to STA 781+00)		537	01-Aug-12	21-Aug-14	4	$0
3ASBFRDTMSRO651	Parcel #65 : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ASBFRDTRO651010	Parcel #65 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	4	$0
3ASBFRDTRO651020	Parcel #65 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	4	$0
3ASBFRDTRO651030	Parcel #65 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	24	$0
3ASBFRDTRO651050	Parcel #65 : Prepare Title Work	30	08-Jan-13	18-Feb-13	4	$0
3ASBFRDTRO651040	Parcel #65 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRDTRO651060	Parcel #65 : Perform Appraisals	20	19-Feb-13	18-Mar-13	4	$0
3ASBFRDTRO651070	Parcel #65 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	4	$0
3ASBFRDTRO651080	Parcel #65 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	4	$0
3ASBFRDTRO651090	Parcel #65 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	4	$0
3ASBFRDTRO651100	Parcel #65 : Parcel closing	60	06-Sep-13	29-Nov-13	99	$0
3ASBFRDTRO651110	Parcel #65 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	4	$0
3ASBFRDTRO651120	Parcel #65 : Prepare for Relocation	30	16-Apr-14	28-May-14	4	$0
3ASBFRDTRO651130	Parcel #65 : Execute Relocation	20	29-May-14	25-Jun-14	4	$0
3ASBFRDTRO651140	Parcel #65 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	4	$0
3ASBFRDTRO651150	Parcel #65 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	4	$0
3ASBFRDTMSRO651	Parcel #65 : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #71 SBFR - Dewey to S. of trinity River (STA 788+00 to STA 788+00)		400	01-Aug-12	11-Feb-14	200	$0
3ASBFRDTMSRO711	Parcel #71 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRDTRO711010	Parcel #71 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRDTRO711020	Parcel #71 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRDTRO711030	Parcel #71 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRDTRO711050	Parcel #71 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRDTRO711060	Parcel #71 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRDTRO711040	Parcel #71 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRDTRO711070	Parcel #71 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRDTRO711080	Parcel #71 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRDTRO711090	Parcel #71 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	197	$0
3ASBFRDTRO711100	Parcel #71 : Parcel closing	20	30-Apr-13	28-May-13	287	$0
3ASBFRDTRO711110	Parcel #71 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	197	$0
3ASBFRDTRO711120	Parcel #71 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	197	$0
3ASBFRDTRO711130	Parcel #71 : Execute Relocation	20	15-Nov-13	13-Dec-13	197	$0
3ASBFRDTRO711140	Parcel #71 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	197	$0
3ASBFRDTRO711150	Parcel #71 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	197	$0
3ASBFRDTMSRO711	Parcel #71 : Cleared for Construction	0		11-Feb-14	280	$0



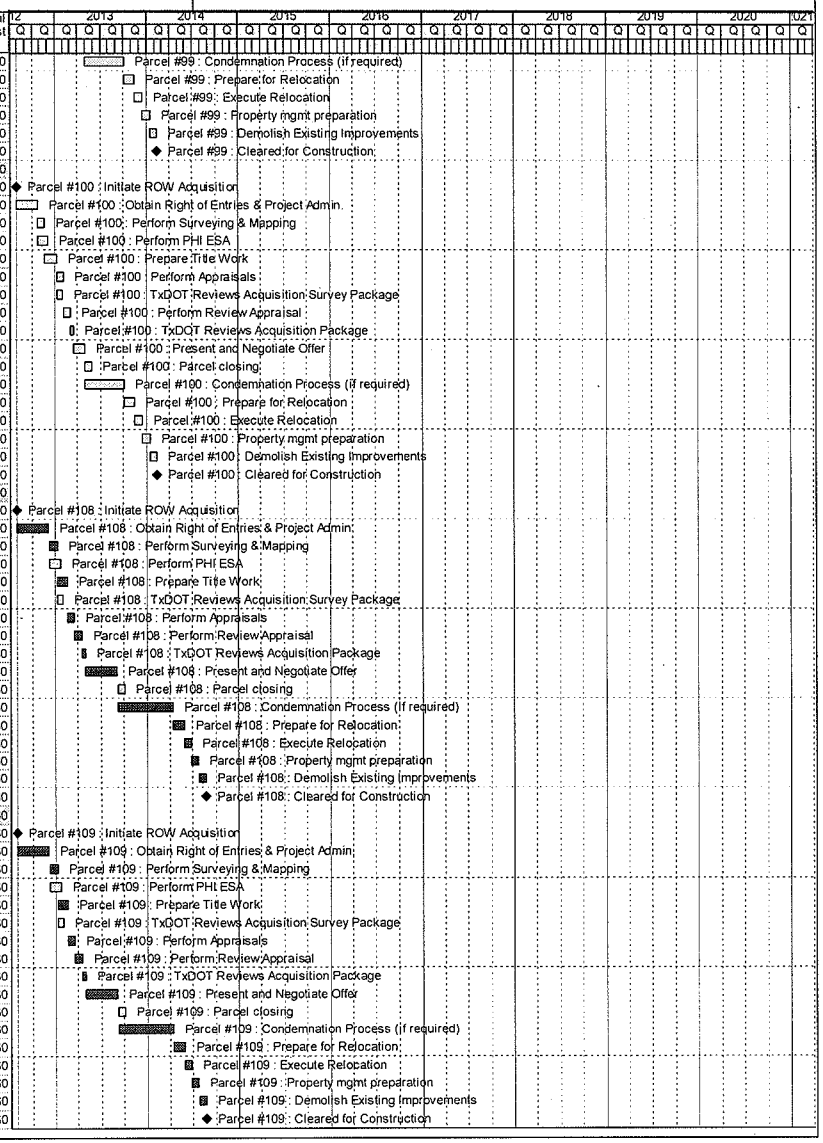
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Parcel #72 (TxDOT #841) - COMPLEX - SBFR - Dewey to S. of trinity River (STA 790+00 to STA 795+00)		537	01-Aug-12	21-Aug-14	4	$0
3ASBFRDTMSRO721	Parcel #72 : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ASBFRDTRO721010	Parcel #72 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	4	$0
3ASBFRDTRO721020	Parcel #72 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	4	$0
3ASBFRDTRO721030	Parcel #72 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	24	$0
3ASBFRDTRO721050	Parcel #72 : Prepare Title Work	30	08-Jan-13	18-Feb-13	4	$0
3ASBFRDTRO721040	Parcel #72 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRDTRO721060	Parcel #72 : Perform Appraisals	20	19-Feb-13	18-Mar-13	4	$0
3ASBFRDTRO721070	Parcel #72 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	4	$0
3ASBFRDTRO721080	Parcel #72 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	4	$0
3ASBFRDTRO721090	Parcel #72 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	4	$0
3ASBFRDTRO721100	Parcel #72 : Parcel closing	60	06-Sep-13	29-Nov-13	99	$0
3ASBFRDTRO721110	Parcel #72 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	4	$0
3ASBFRDTRO721120	Parcel #72 : Prepare for Relocation	30	16-Apr-14	28-May-14	4	$0
3ASBFRDTRO721130	Parcel #72 : Execute Relocation	20	29-May-14	25-Jun-14	4	$0
3ASBFRDTRO721140	Parcel #72 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	4	$0
3ASBFRDTRO721150	Parcel #72 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	4	$0
3ASBFRDTMSRO721	Parcel #72 : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #73 (TxDOT #842) - COMPLEX - SBRP - Dewey to S. of Trinity River (STA 795+00 to STA 800+00)		537	01-Aug-12	21-Aug-14	4	$0
3ASBRPDTMSRO731	Parcel #73 : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ASBRPDTRO731010	Parcel #73 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	4	$0
3ASBRPDTRO731020	Parcel #73 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	4	$0
3ASBRPDTRO731030	Parcel #73 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	24	$0
3ASBRPDTRO731050	Parcel #73 : Prepare Title Work	30	08-Jan-13	18-Feb-13	4	$0
3ASBRPDTRO731040	Parcel #73 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBRPDTRO731060	Parcel #73 : Perform Appraisals	20	19-Feb-13	18-Mar-13	4	$0
3ASBRPDTRO731070	Parcel #73 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	4	$0
3ASBRPDTRO731080	Parcel #73 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	4	$0
3ASBRPDTRO731090	Parcel #73 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	4	$0
3ASBRPDTRO731100	Parcel #73 : Parcel closing	60	06-Sep-13	29-Nov-13	99	$0
3ASBRPDTRO731110	Parcel #73 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	4	$0
3ASBRPDTRO731120	Parcel #73 : Prepare for Relocation	30	16-Apr-14	28-May-14	4	$0
3ASBRPDTRO731130	Parcel #73 : Execute Relocation	20	29-May-14	25-Jun-14	4	$0
3ASBRPDTRO731140	Parcel #73 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	4	$0
3ASBRPDTRO731150	Parcel #73 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	4	$0
3ASBRPDTMSRO731	Parcel #73 : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #76 SBML - Dewey to S. of trinity River (STA 805+00 to STA 806+00)		400	01-Aug-12	11-Feb-14	200	$0
3ANSMLDTMSRO761	Parcel #76 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANSMLDTRO761010	Parcel #76 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANSMLDTRO761020	Parcel #76 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ANSMLDTRO761030	Parcel #76 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANSMLDTRO761050	Parcel #76 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ANSMLDTRO761060	Parcel #76 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ANSMLDTRO761040	Parcel #76 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANSMLDTRO761070	Parcel #76 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ANSMLDTRO761080	Parcel #76 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ANSMLDTRO761090	Parcel #76 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	197	$0
3ANSMLDTRO761100	Parcel #76 : Parcel closing	20	30-Apr-13	28-May-13	287	$0
3ANSMLDTRO761110	Parcel #76 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	197	$0
3ANSMLDTRO761120	Parcel #76 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	197	$0
3ANSMLDTRO761130	Parcel #76 : Execute Relocation	20	15-Nov-13	13-Dec-13	197	$0
3ANSMLDTRO761140	Parcel #76 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	197	$0
3ANSMLDTRO761150	Parcel #76 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	197	$0
3ANSMLDTMSRO761	Parcel #76 : Cleared for Construction	0		11-Feb-14	280	$0
Parcel #77 (TxDOT #846) - COMPLEX - SBGP - Dewey to S. of Trinity River (STA 805+00 to STA 810+00)		537	01-Aug-12	21-Aug-14	4	$0
3ASBGPDTMSRO771	Parcel #77 : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ASBGPDTRO771010	Parcel #77 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	4	$0
3ASBGPDTRO771020	Parcel #77 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	4	$0
3ASBGPDTRO771030	Parcel #77 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	24	$0
3ASBGPDTRO771050	Parcel #77 : Prepare Title Work	30	08-Jan-13	18-Feb-13	4	$0



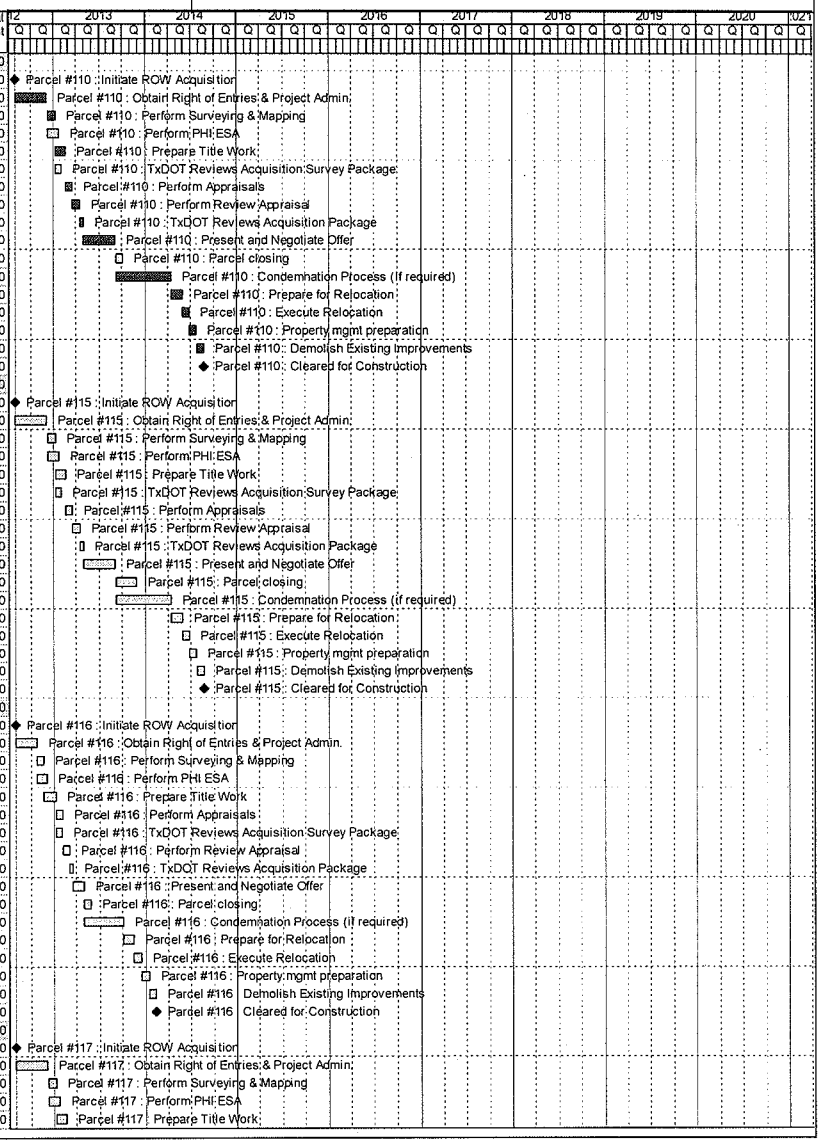
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPDTRO771040	Parcel #77 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBGPDTRO771060	Parcel #77 : Perform Appraisals	20	19-Feb-13	18-Mar-13	4	$0
3ASBGPDTRO771070	Parcel #77 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	4	$0
3ASBGPDTRO771080	Parcel #77 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	4	$0
3ASBGPDTRO771090	Parcel #77 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	4	$0
3ASBGPDTRO771100	Parcel #77 : Parcel closing	60	06-Sep-13	29-Nov-13	99	$0
3ASBGPDTRO771110	Parcel #77 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	4	$0
3ASBGPDTRO771120	Parcel #77 : Prepare for Relocation	30	16-Apr-14	28-May-14	4	$0
3ASBGPDTRO771130	Parcel #77 : Execute Relocation	20	29-May-14	25-Jun-14	4	$0
3ASBGPDTRO771140	Parcel #77 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	4	$0
3ASBGPDTRO771150	Parcel #77 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	4	$0
3ASBGPDTMSRO771	Parcel #77 : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #88/80(TxDOT #847/848) COMPLEX - SBML - Dewey to S. of Trinity (STA 811+00 to STA 825+00)		537	01-Aug-12	21-Aug-14	4	$0
3ANSMLDTMSRO881	Parcel #88 : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ANSMLDTRO881010	Parcel #88 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	4	$0
3ANSMLDTRO881020	Parcel #88 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	4	$0
3ANSMLDTRO881030	Parcel #88 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	24	$0
3ANSMLDTRO881050	Parcel #88 : Prepare Title Work	30	08-Jan-13	18-Feb-13	4	$0
3ANSMLDTRO881040	Parcel #88 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANSMLDTRO881060	Parcel #88 : Perform Appraisals	20	19-Feb-13	18-Mar-13	4	$0
3ANSMLDTRO881070	Parcel #88 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	4	$0
3ANSMLDTRO881080	Parcel #88 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	4	$0
3ANSMLDTRO881090	Parcel #88 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	4	$0
3ANSMLDTRO881100	Parcel #88 : Parcel closing	60	06-Sep-13	29-Nov-13	99	$0
3ANSMLDTRO881110	Parcel #88 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	4	$0
3ANSMLDTRO881120	Parcel #88 : Prepare for Relocation	30	16-Apr-14	28-May-14	4	$0
3ANSMLDTRO881130	Parcel #88 : Execute Relocation	20	29-May-14	25-Jun-14	4	$0
3ANSMLDTRO881140	Parcel #88 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	4	$0
3ANSMLDTRO881150	Parcel #88 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	4	$0
3ANSMLDTMSRO881	Parcel #88 : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #97 SBFR - Dewey to S. of trinity River (STA 862+00 to STA 862+00)		400	01-Aug-12	11-Feb-14	200	$0
3ASBFRDTMSRO971	Parcel #97 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRDTRO971010	Parcel #97 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRDTRO971020	Parcel #97 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRDTRO971030	Parcel #97 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRDTRO971050	Parcel #97 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRDTRO971060	Parcel #97 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRDTRO971040	Parcel #97 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRDTRO971070	Parcel #97 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRDTRO971080	Parcel #97 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRDTRO971090	Parcel #97 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	197	$0
3ASBFRDTRO971100	Parcel #97 : Parcel closing	20	30-Apr-13	28-May-13	287	$0
3ASBFRDTRO971110	Parcel #97 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	197	$0
3ASBFRDTRO971120	Parcel #97 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	197	$0
3ASBFRDTRO971130	Parcel #97 : Execute Relocation	20	15-Nov-13	13-Dec-13	197	$0
3ASBFRDTRO971140	Parcel #97 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	197	$0
3ASBFRDTRO971150	Parcel #97 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	197	$0
3ASBFRDTMSRO971	Parcel #97 : Cleared for Construction	0		11-Feb-14	280	$0
Parcel #99 SBFR - Dewey to S. of trinity River (STA 862+50 to STA)		400	01-Aug-12	11-Feb-14	200	$0
3ASBFRDTMSRO991	Parcel #99 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRDTRO991010	Parcel #99 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRDTRO991020	Parcel #99 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRDTRO991030	Parcel #99 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRDTRO991050	Parcel #99 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRDTRO991060	Parcel #99 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRDTRO991040	Parcel #99 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRDTRO991070	Parcel #99 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRDTRO991080	Parcel #99 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRDTRO991090	Parcel #99 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	197	$0
3ASBFRDTRO991100	Parcel #99 : Parcel closing	20	30-Apr-13	28-May-13	287	$0



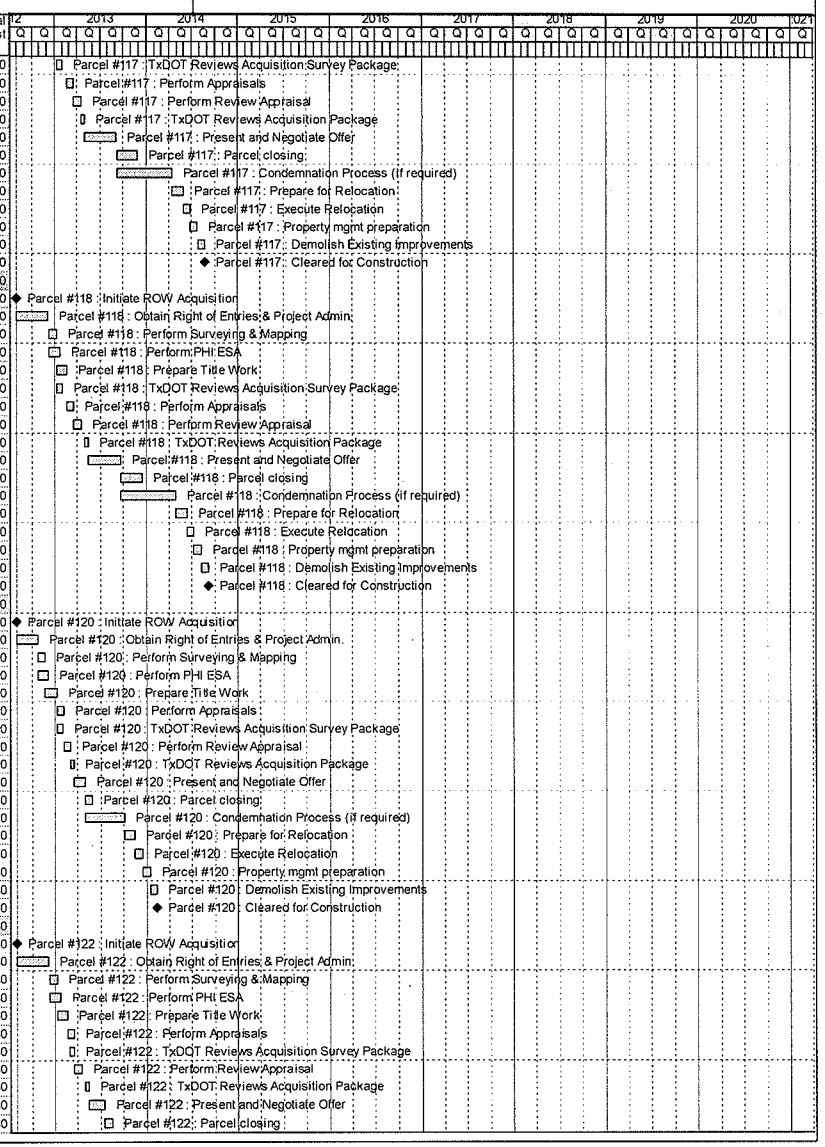
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRDTRO991110	Parcel #99 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	197	$0
3ASBFRDTRO991120	Parcel #99 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	197	$0
3ASBFRDTRO991130	Parcel #99 : Execute Relocation	20	15-Nov-13	13-Dec-13	197	$0
3ASBFRDTRO991140	Parcel #99 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	197	$0
3ASBFRDTRO991150	Parcel #99 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	197	$0
3ASBFRDTMSRO991	Parcel #99 : Cleared for Construction	0		11-Feb-14	280	$0
Parcel #100 SBFR - S. of trinity River to IH 30 (STA 863+00 to STA 863+00)		400	01-Aug-12	11-Feb-14	187	$0
3ASBFRSIMSRO1001	Parcel #100 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRSIRO1001010	Parcel #100 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRSIRO1001020	Parcel #100 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRSIRO1001030	Parcel #100 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1001050	Parcel #100 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRSIRO1001060	Parcel #100 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRSIRO1001040	Parcel #100 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1001070	Parcel #100 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRSIRO1001080	Parcel #100 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRSIRO1001090	Parcel #100 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	184	$0
3ASBFRSIRO1001100	Parcel #100 : Parcel closing	20	30-Apr-13	28-May-13	274	$0
3ASBFRSIRO1001110	Parcel #100 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	184	$0
3ASBFRSIRO1001120	Parcel #100 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	184	$0
3ASBFRSIRO1001130	Parcel #100 : Execute Relocation	20	15-Nov-13	13-Dec-13	184	$0
3ASBFRSIRO1001140	Parcel #100 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	184	$0
3ASBFRSIRO1001150	Parcel #100 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	184	$0
3ASBFRSIMSRO1001	Parcel #100 : Cleared for Construction	0		11-Feb-14	261	$0
Parcel #108 (TxDOT #866) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 866+00 to STA 866+00)		537	01-Aug-12	21-Aug-14	1	$0
3ANBFRSIMSRO1081	Parcel #108 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1081010	Parcel #108 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	1	$0
3ANBFRSIRO1081020	Parcel #108 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	1	$0
3ANBFRSIRO1081030	Parcel #108 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	21	$0
3ANBFRSIRO1081050	Parcel #108 : Prepare Title Work	30	08-Jan-13	18-Feb-13	1	$0
3ANBFRSIRO1081040	Parcel #108 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANBFRSIRO1081060	Parcel #108 : Perform Appraisals	20	19-Feb-13	18-Mar-13	1	$0
3ANBFRSIRO1081070	Parcel #108 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	1	$0
3ANBFRSIRO1081080	Parcel #108 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	1	$0
3ANBFRSIRO1081090	Parcel #108 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	1	$0
3ANBFRSIRO1081100	Parcel #108 : Parcel closing	20	06-Sep-13	03-Oct-13	136	$0
3ANBFRSIRO1081110	Parcel #108 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	1	$0
3ANBFRSIRO1081120	Parcel #108 : Prepare for Relocation	30	16-Apr-14	28-May-14	1	$0
3ANBFRSIRO1081130	Parcel #108 : Execute Relocation	20	29-May-14	25-Jun-14	1	$0
3ANBFRSIRO1081140	Parcel #108 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	1	$0
3ANBFRSIRO1081150	Parcel #108 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	1	$0
3ANBFRSIMSRO1081	Parcel #108 : Cleared for Construction	0		21-Aug-14	3	$0
Parcel #109 (TxDOT #867) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 867+00 to STA 867+00)		537	01-Aug-12	21-Aug-14	1	$0
3ANBFRSIMSRO1091	Parcel #109 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1091010	Parcel #109 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	1	$0
3ANBFRSIRO1091020	Parcel #109 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	1	$0
3ANBFRSIRO1091030	Parcel #109 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	21	$0
3ANBFRSIRO1091050	Parcel #109 : Prepare Title Work	30	08-Jan-13	18-Feb-13	1	$0
3ANBFRSIRO1091040	Parcel #109 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANBFRSIRO1091060	Parcel #109 : Perform Appraisals	20	19-Feb-13	18-Mar-13	1	$0
3ANBFRSIRO1091070	Parcel #109 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	1	$0
3ANBFRSIRO1091080	Parcel #109 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	1	$0
3ANBFRSIRO1091090	Parcel #109 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	1	$0
3ANBFRSIRO1091100	Parcel #109 : Parcel closing	20	06-Sep-13	03-Oct-13	136	$0
3ANBFRSIRO1091110	Parcel #109 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	1	$0
3ANBFRSIRO1091120	Parcel #109 : Prepare for Relocation	30	16-Apr-14	28-May-14	1	$0
3ANBFRSIRO1091130	Parcel #109 : Execute Relocation	20	29-May-14	25-Jun-14	1	$0
3ANBFRSIRO1091140	Parcel #109 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	1	$0
3ANBFRSIRO1091150	Parcel #109 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	1	$0
3ANBFRSIMSRO1091	Parcel #109 : Cleared for Construction	0		21-Aug-14	3	$0



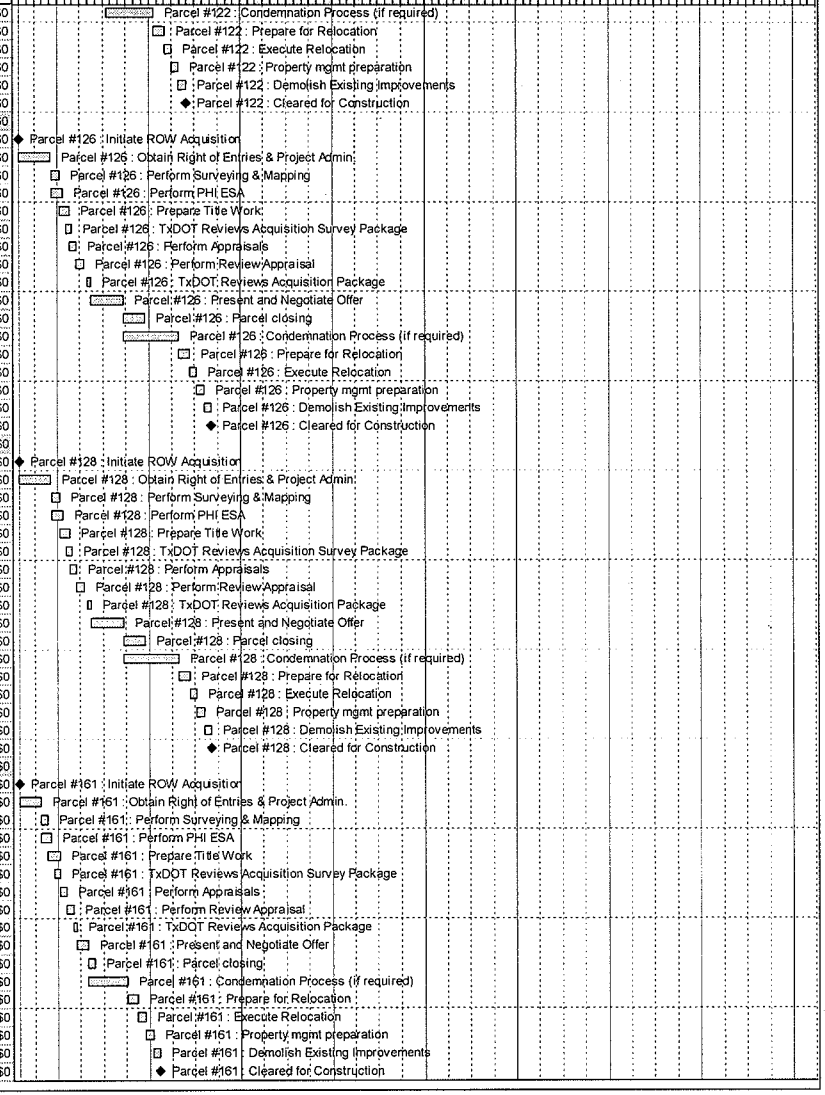
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Parcel #110 (TxDOT #874) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 867+00 to STA 867+00)		537	01-Aug-12	21-Aug-14	1	$0
3ANBFRSIMSRO1101	Parcel #110 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1101010	Parcel #110 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	1	$0
3ANBFRSIRO1101020	Parcel #110 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	1	$0
3ANBFRSIRO1101030	Parcel #110 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	21	$0
3ANBFRSIRO1101050	Parcel #110 : Prepare Title Work	30	08-Jan-13	18-Feb-13	1	$0
3ANBFRSIRO1101040	Parcel #110 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANBFRSIRO1101060	Parcel #110 : Perform Appraisals	20	19-Feb-13	18-Mar-13	1	$0
3ANBFRSIRO1101070	Parcel #110 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	1	$0
3ANBFRSIRO1101080	Parcel #110 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	1	$0
3ANBFRSIRO1101090	Parcel #110 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	1	$0
3ANBFRSIRO1101100	Parcel #110 : Parcel closing	20	06-Sep-13	03-Oct-13	136	$0
3ANBFRSIRO1101110	Parcel #110 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	1	$0
3ANBFRSIRO1101120	Parcel #110 : Prepare for Relocation	30	16-Apr-14	28-May-14	1	$0
3ANBFRSIRO1101130	Parcel #110 : Execute Relocation	20	29-May-14	25-Jun-14	1	$0
3ANBFRSIRO1101140	Parcel #110 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	1	$0
3ANBFRSIRO1101150	Parcel #110 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	1	$0
3ANBFRSIMSRO1101	Parcel #110 : Cleared for Construction	0		21-Aug-14	3	$0
Parcel #115 (TxDOT #880) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 872+00 to STA 872+00)		537	01-Aug-12	21-Aug-14	50	$0
3ASBFRSIMSRO1151	Parcel #115 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRSIRO1151010	Parcel #115 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	11	$0
3ASBFRSIRO1151020	Parcel #115 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	11	$0
3ASBFRSIRO1151030	Parcel #115 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	31	$0
3ASBFRSIRO1151050	Parcel #115 : Prepare Title Work	30	08-Jan-13	18-Feb-13	11	$0
3ASBFRSIRO1151040	Parcel #115 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1151060	Parcel #115 : Perform Appraisals	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRSIRO1151070	Parcel #115 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	11	$0
3ASBFRSIRO1151080	Parcel #115 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ASBFRSIRO1151090	Parcel #115 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	49	$0
3ASBFRSIRO1151100	Parcel #115 : Parcel closing	60	06-Sep-13	29-Nov-13	144	$0
3ASBFRSIRO1151110	Parcel #115 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	49	$0
3ASBFRSIRO1151120	Parcel #115 : Prepare for Relocation	30	16-Apr-14	28-May-14	49	$0
3ASBFRSIRO1151130	Parcel #115 : Execute Relocation	20	29-May-14	25-Jun-14	49	$0
3ASBFRSIRO1151140	Parcel #115 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	49	$0
3ASBFRSIRO1151150	Parcel #115 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	49	$0
3ASBFRSIMSRO1151	Parcel #115 : Cleared for Construction	0		21-Aug-14	70	$0
Parcel #116 SBFR - S. of Trinity River to IH 30 (STA 875+00 to STA 876+00)		400	01-Aug-12	11-Feb-14	187	$0
3ASBFRSIMSRO1161	Parcel #116 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRSIRO1161010	Parcel #116 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRSIRO1161020	Parcel #116 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRSIRO1161030	Parcel #116 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1161050	Parcel #116 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRSIRO1161060	Parcel #116 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRSIRO1161040	Parcel #116 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1161070	Parcel #116 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRSIRO1161080	Parcel #116 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRSIRO1161090	Parcel #116 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	184	$0
3ASBFRSIRO1161100	Parcel #116 : Parcel closing	20	30-Apr-13	28-May-13	274	$0
3ASBFRSIRO1161110	Parcel #116 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	184	$0
3ASBFRSIRO1161120	Parcel #116 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	184	$0
3ASBFRSIRO1161130	Parcel #116 : Execute Relocation	20	15-Nov-13	13-Dec-13	184	$0
3ASBFRSIRO1161140	Parcel #116 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	184	$0
3ASBFRSIRO1161150	Parcel #116 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	184	$0
3ASBFRSIMSRO1161	Parcel #116 : Cleared for Construction	0		11-Feb-14	261	$0
Parcel #117 (TxDOT #883) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 878+00 to STA 878+00)		537	01-Aug-12	21-Aug-14	50	$0
3ASBFRSIMSRO1171	Parcel #117 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRSIRO1171010	Parcel #117 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	11	$0
3ASBFRSIRO1171020	Parcel #117 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	11	$0
3ASBFRSIRO1171030	Parcel #117 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	31	$0
3ASBFRSIRO1171050	Parcel #117 : Prepare Title Work	30	08-Jan-13	18-Feb-13	11	$0



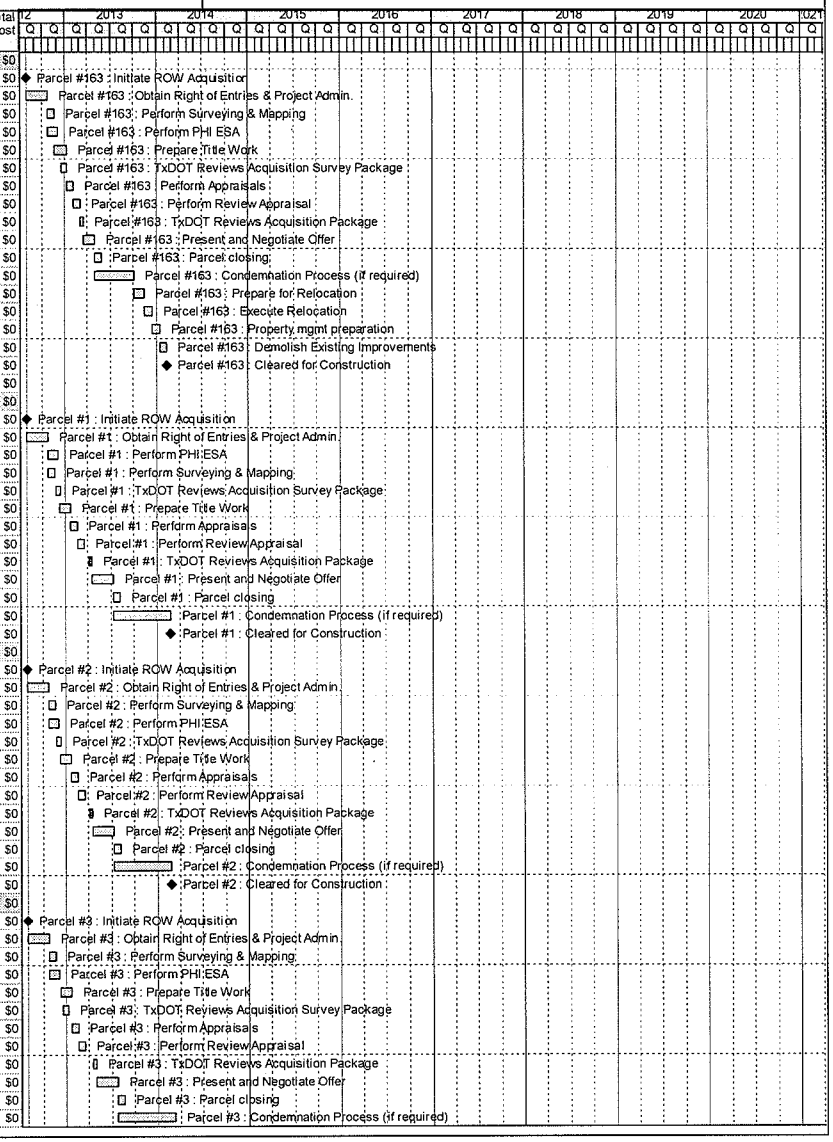
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRSIRO1171040	Parcel #117 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1171060	Parcel #117 : Perform Appraisals	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRSIRO1171070	Parcel #117 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	11	$0
3ASBFRSIRO1171080	Parcel #117 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ASBFRSIRO1171090	Parcel #117 : Present and Negotiate Offer	90	30-Apr-13	05-Sep-13	49	$0
3ASBFRSIRO1171100	Parcel #117 : Parcel closing	60	06-Sep-13	29-Nov-13	144	$0
3ASBFRSIRO1171110	Parcel #117 : Condemnation Process (if required)	155	06-Sep-13	15-Apr-14	49	$0
3ASBFRSIRO1171120	Parcel #117 : Prepare for Relocation	30	16-Apr-14	28-May-14	49	$0
3ASBFRSIRO1171130	Parcel #117 : Execute Relocation	20	29-May-14	25-Jun-14	49	$0
3ASBFRSIRO1171140	Parcel #117 : Property mgmt preparation	20	26-Jun-14	24-Jul-14	49	$0
3ASBFRSIRO1171150	Parcel #117 : Demolish Existing Improvements	20	25-Jul-14	21-Aug-14	49	$0
3ASBFRSIMSRO1171	Parcel #117 : Cleared for Construction	0		21-Aug-14	70	$0
Parcel #118 (TxDOT #885) - COMPLEX - SBFR - S. of Trinity to IH 30 (STA 881+00 to STA 884+00)		548	01-Aug-12	05-Sep-14	39	$0
3ASBFRSIMSRO1181	Parcel #118 : Initiate ROW Acquisition	0	01-Aug-12		21	$0
3ASBFRSIRO1181010	Parcel #118 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	15	$0
3ASBFRSIRO1181020	Parcel #118 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	15	$0
3ASBFRSIRO1181030	Parcel #118 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	69	$0
3ASBFRSIRO1181050	Parcel #118 : Prepare Title Work	30	08-Jan-13	18-Feb-13	49	$0
3ASBFRSIRO1181040	Parcel #118 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1181060	Parcel #118 : Perform Appraisals	20	19-Feb-13	18-Mar-13	49	$0
3ASBFRSIRO1181070	Parcel #118 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	49	$0
3ASBFRSIRO1181080	Parcel #118 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	39	$0
3ASBFRSIRO1181090	Parcel #118 : Present and Negotiate Offer	90	14-May-13	19-Sep-13	39	$0
3ASBFRSIRO1181100	Parcel #118 : Parcel closing	60	20-Sep-13	13-Dec-13	134	$0
3ASBFRSIRO1181110	Parcel #118 : Condemnation Process (if required)	155	20-Sep-13	29-Apr-14	39	$0
3ASBFRSIRO1181120	Parcel #118 : Prepare for Relocation	30	30-Apr-14	11-Jun-14	39	$0
3ASBFRSIRO1181130	Parcel #118 : Execute Relocation	20	12-Jun-14	10-Jul-14	39	$0
3ASBFRSIRO1181140	Parcel #118 : Property mgmt preparation	20	11-Jul-14	07-Aug-14	39	$0
3ASBFRSIRO1181150	Parcel #118 : Demolish Existing Improvements	20	08-Aug-14	05-Sep-14	39	$0
3ASBFRSIMSRO1181	Parcel #118 : Cleared for Construction	0		05-Sep-14	55	$0
Parcel #120 SBFR - S. of Trinity River to IH 30 (STA 884+00 to STA 887+00)		400	01-Aug-12	11-Feb-14	187	$0
3ASBFRSIMSRO1201	Parcel #120 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRSIRO1201010	Parcel #120 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRSIRO1201020	Parcel #120 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ASBFRSIRO1201030	Parcel #120 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1201050	Parcel #120 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ASBFRSIRO1201060	Parcel #120 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ASBFRSIRO1201040	Parcel #120 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1201070	Parcel #120 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ASBFRSIRO1201080	Parcel #120 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ASBFRSIRO1201090	Parcel #120 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	184	$0
3ASBFRSIRO1201100	Parcel #120 : Parcel closing	20	30-Apr-13	28-May-13	274	$0
3ASBFRSIRO1201110	Parcel #120 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	184	$0
3ASBFRSIRO1201120	Parcel #120 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	184	$0
3ASBFRSIRO1201130	Parcel #120 : Execute Relocation	20	15-Nov-13	13-Dec-13	184	$0
3ASBFRSIRO1201140	Parcel #120 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	184	$0
3ASBFRSIRO1201150	Parcel #120 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	184	$0
3ASBFRSIMSRO1201	Parcel #120 : Cleared for Construction	0		11-Feb-14	261	$0
Parcel #122 SBGP - S. of Trinity River to IH 30 (STA 887+00 to STA 890+00)		476	01-Aug-12	28-May-14	454	$0
3ASBGPSIMSRO1221	Parcel #122 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ASBGPSIRO1221010	Parcel #122 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	46	$0
3ASBGPSIRO1221020	Parcel #122 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ASBGPSIRO1221030	Parcel #122 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	180	$0
3ASBGPSIRO1221050	Parcel #122 : Prepare Title Work	30	08-Jan-13	18-Feb-13	160	$0
3ASBGPSIRO1221060	Parcel #122 : Perform Appraisals	20	19-Feb-13	18-Mar-13	160	$0
3ASBGPSIRO1221040	Parcel #122 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ASBGPSIRO1221070	Parcel #122 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	160	$0
3ASBGPSIRO1221080	Parcel #122 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ASBGPSIRO1221090	Parcel #122 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	444	$0
3ASBGPSIRO1221100	Parcel #122 : Parcel closing	20	18-Jul-13	14-Aug-13	554	$0



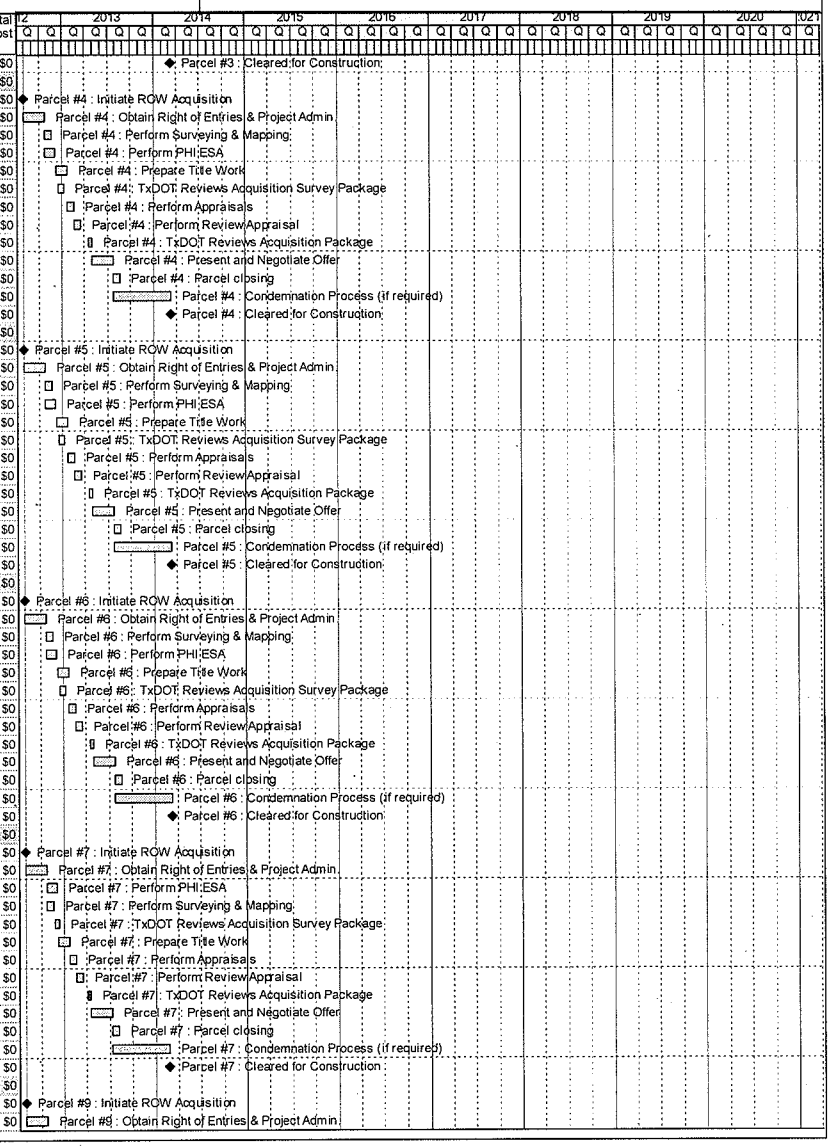
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPSIRO1221110	Parcel #122 : Condemnation Process (if required)	130	18-Jul-13	21-Jan-14	444	$0
3ASBGPSIRO1221120	Parcel #122 : Prepare for Relocation	30	22-Jan-14	04-Mar-14	444	$0
3ASBGPSIRO1221130	Parcel #122 : Execute Relocation	20	05-Mar-14	01-Apr-14	444	$0
3ASBGPSIRO1221140	Parcel #122 : Property mgmt preparation	20	02-Apr-14	29-Apr-14	444	$0
3ASBGPSIRO1221150	Parcel #122 : Oemolish Existing Improvements	20	30-Apr-14	28-May-14	444	$0
3ASBGPSIMSRO1221	Parcel #122 : Cleared for Construction	0		28-May-14	636	$0
Parcel #126 (TxDOT #897) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 915+00 to STA 915+00)		548	01-Aug-12	05-Sep-14	382	$0
3ASBGPSIMSRO1261	Parcel #126 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBGPSIRO1261010	Parcel #126 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBGPSIRO1261020	Parcel #126 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBGPSIRO1261030	Parcel #126 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	180	$0
3ASBGPSIRO1261050	Parcel #126 : Prepare Title Work	30	08-Jan-13	18-Feb-13	160	$0
3ASBGPSIRO1261040	Parcel #126 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBGPSIRO1261060	Parcel #126 : Perform Appraisals	20	19-Feb-13	18-Mar-13	160	$0
3ASBGPSIRO1261070	Parcel #126 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	160	$0
3ASBGPSIRO1261080	Parcel #126 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ASBGPSIRO1261090	Parcel #126 : Present and Negotiate Offer	90	14-May-13	19-Sep-13	374	$0
3ASBGPSIRO1261100	Parcel #126 : Parcel closing	60	20-Sep-13	13-Dec-13	469	$0
3ASBGPSIRO1261110	Parcel #126 : Condemnation Process (if required)	155	20-Sep-13	29-Apr-14	374	$0
3ASBGPSIRO1261120	Parcel #126 : Prepare for Relocation	30	30-Apr-14	11-Jun-14	374	$0
3ASBGPSIRO1261130	Parcel #126 : Execute Relocation	20	12-Jun-14	10-Jul-14	374	$0
3ASBGPSIRO1261140	Parcel #126 : Property mgmt preparation	20	11-Jul-14	07-Aug-14	374	$0
3ASBGPSIRO1261150	Parcel #126 : Demolish Existing Improvements	20	08-Aug-14	05-Sep-14	374	$0
3ASBGPSIMSRO1261	Parcel #126 : Cleared for Construction	0		05-Sep-14	536	$0
Parcel #128 (TxDOT #903) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 917+00 to STA 917+00)		548	01-Aug-12	05-Sep-14	382	$0
3ASBGPSIMSRO1281	Parcel #128 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBGPSIRO1281010	Parcel #128 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBGPSIRO1281020	Parcel #128 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBGPSIRO1281030	Parcel #128 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	180	$0
3ASBGPSIRO1281050	Parcel #128 : Prepare Title Work	30	08-Jan-13	18-Feb-13	160	$0
3ASBGPSIRO1281040	Parcel #128 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBGPSIRO1281060	Parcel #128 : Perform Appraisals	20	19-Feb-13	18-Mar-13	160	$0
3ASBGPSIRO1281070	Parcel #128 : Perform Review Appraisal	20	19-Mar-13	15-Apr-13	160	$0
3ASBGPSIRO1281080	Parcel #128 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ASBGPSIRO1281090	Parcel #128 : Present and Negotiate Offer	90	14-May-13	19-Sep-13	374	$0
3ASBGPSIRO1281100	Parcel #128 : Parcel closing	60	20-Sep-13	13-Dec-13	469	$0
3ASBGPSIRO1281110	Parcel #128 : Condemnation Process (if required)	155	20-Sep-13	29-Apr-14	374	$0
3ASBGPSIRO1281120	Parcel #128 : Prepare for Relocation	30	30-Apr-14	11-Jun-14	374	$0
3ASBGPSIRO1281130	Parcel #128 : Execute Relocation	20	12-Jun-14	10-Jul-14	374	$0
3ASBGPSIRO1281140	Parcel #128 : Property mgmt preparation	20	11-Jul-14	07-Aug-14	374	$0
3ASBGPSIRO1281150	Parcel #128 : Demolish Existing Improvements	20	08-Aug-14	05-Sep-14	374	$0
3ASBGPSIMSRO1281	Parcel #128 : Cleared for Construction	0		05-Sep-14	536	$0
Parcel #161 NBFR - S. of Trinity River to IH 30 (STA 915+00 to STA 915+00)		400	01-Aug-12	11-Feb-14	138	$0
3ANBFRSIMSRO1611	Parcel #161 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRSIRO1611010	Parcel #161 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRSIRO1611020	Parcel #161 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ANBFRSIRO1611030	Parcel #161 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRSIRO1611050	Parcel #161 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ANBFRSIRO1611040	Parcel #161 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRSIRO1611060	Parcel #161 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ANBFRSIRO1611070	Parcel #161 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ANBFRSIRO1611080	Parcel #161 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ANBFRSIRO1611090	Parcel #161 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	136	$0
3ANBFRSIRO1611100	Parcel #161 : Parcel closing	20	30-Apr-13	28-May-13	226	$0
3ANBFRSIRO1611110	Parcel #161 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	136	$0
3ANBFRSIRO1611120	Parcel #161 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	136	$0
3ANBFRSIRO1611130	Parcel #161 : Execute Relocation	20	15-Nov-13	13-Dec-13	136	$0
3ANBFRSIRO1611140	Parcel #161 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	136	$0
3ANBFRSIRO1611150	Parcel #161 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	136	$0
3ANBFRSIMSRO1611	Parcel #161 : Cleared for Construction	0		11-Feb-14	194	$0



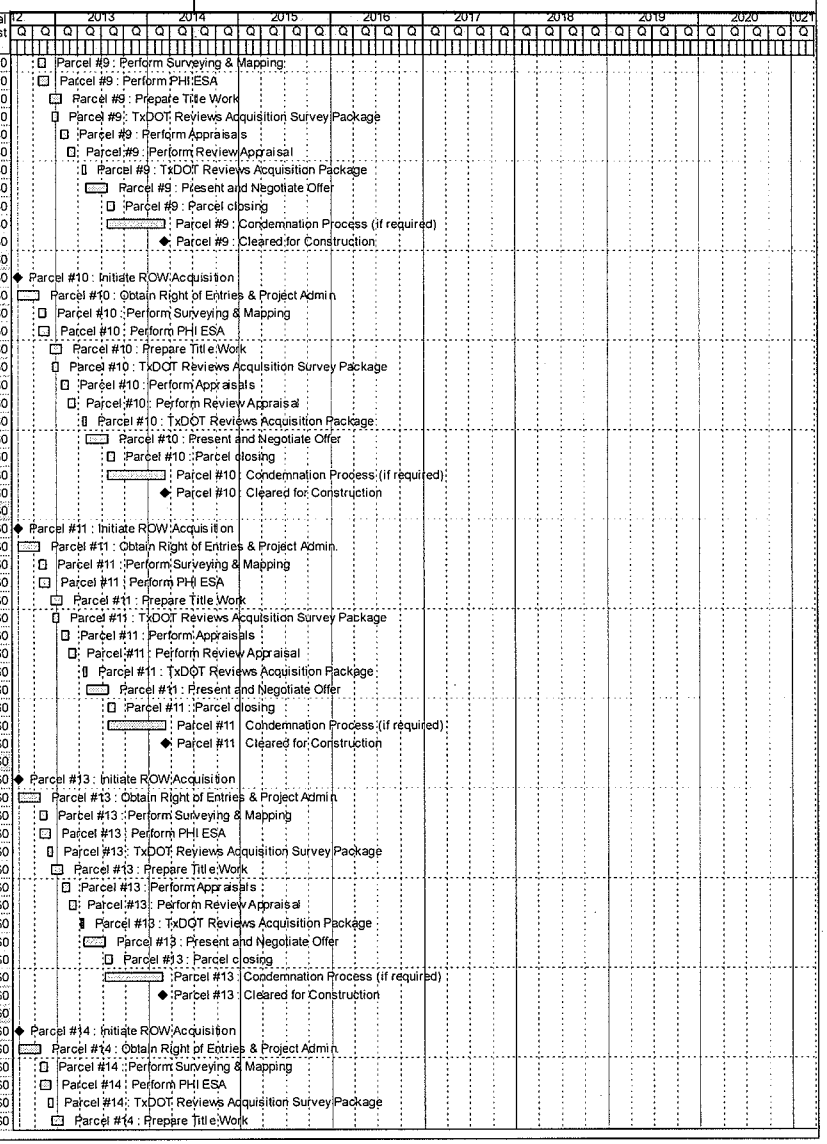
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Parcel #163 NBFR - S. of Trinity River to IH 30 (STA 914+00 to STA 914+00)		400	01-Aug-12	11-Feb-14	138	$0
3ANBFRSIMSRO1631	Parcel #163 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRSIRO1631010	Parcel #163 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRSIRO1631020	Parcel #163 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ANBFRSIRO1631030	Parcel #163 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRSIRO1631050	Parcel #163 : Prepare Title Work	30	23-Nov-12	07-Jan-13	11	$0
3ANBFRSIRO1631040	Parcel #163 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRSIRO1631060	Parcel #163 : Perform Appraisals	20	08-Jan-13	04-Feb-13	11	$0
3ANBFRSIRO1631070	Parcel #163 : Perform Review Appraisal	20	05-Feb-13	04-Mar-13	11	$0
3ANBFRSIRO1631080	Parcel #163 : TxDOT Reviews Acquisition Package	10	05-Mar-13	18-Mar-13	11	$0
3ANBFRSIRO1631090	Parcel #163 : Present and Negotiate Offer	30	19-Mar-13	29-Apr-13	136	$0
3ANBFRSIRO1631100	Parcel #163 : Parcel closing	20	30-Apr-13	28-May-13	226	$0
3ANBFRSIRO1631110	Parcel #163 : Condemnation Process (if required)	110	30-Apr-13	03-Oct-13	136	$0
3ANBFRSIRO1631120	Parcel #163 : Prepare for Relocation	30	04-Oct-13	14-Nov-13	136	$0
3ANBFRSIRO1631130	Parcel #163 : Execute Relocation	20	15-Nov-13	13-Dec-13	136	$0
3ANBFRSIRO1631140	Parcel #163 : Property mgmt preparation	20	16-Dec-13	14-Jan-14	136	$0
3ANBFRSIRO1631150	Parcel #163 : Demolish Existing Improvements	20	15-Jan-14	11-Feb-14	136	$0
3ANBFRSIMSRO1631	Parcel #163 : Cleared for Construction	0		11-Feb-14	194	$0
Parcels Not Needing Relocation		548	01-Aug-12	05-Sep-14	382	$0
Parcel #1 SBFR - Meacham to Dewey (STA 666+00 to STA 671+20)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO011	Parcel #1 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO011010	Parcel #1 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO011030	Parcel #1 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO011020	Parcel #1 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO011040	Parcel #1 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO011050	Parcel #1 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO011060	Parcel #1 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO011070	Parcel #1 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO011080	Parcel #1 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO011090	Parcel #1 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO011100	Parcel #1 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO011110	Parcel #1 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO011	Parcel #1 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #2 SBFR - Meacham to Dewey (STA 671+20 to STA 674+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO021	Parcel #2 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO021010	Parcel #2 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO021020	Parcel #2 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO021030	Parcel #2 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO021040	Parcel #2 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO021050	Parcel #2 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO021060	Parcel #2 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO021070	Parcel #2 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO021080	Parcel #2 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO021090	Parcel #2 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO021100	Parcel #2 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO021110	Parcel #2 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO021	Parcel #2 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #3 NBFR - Meacham to Dewey (STA 665+00 to STA 665+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO03	Parcel #3 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO031010	Parcel #3 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO031020	Parcel #3 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO031030	Parcel #3 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO031050	Parcel #3 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO031040	Parcel #3 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO031060	Parcel #3 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO031070	Parcel #3 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO031080	Parcel #3 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO031090	Parcel #3 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO031100	Parcel #3 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO031110	Parcel #3 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0



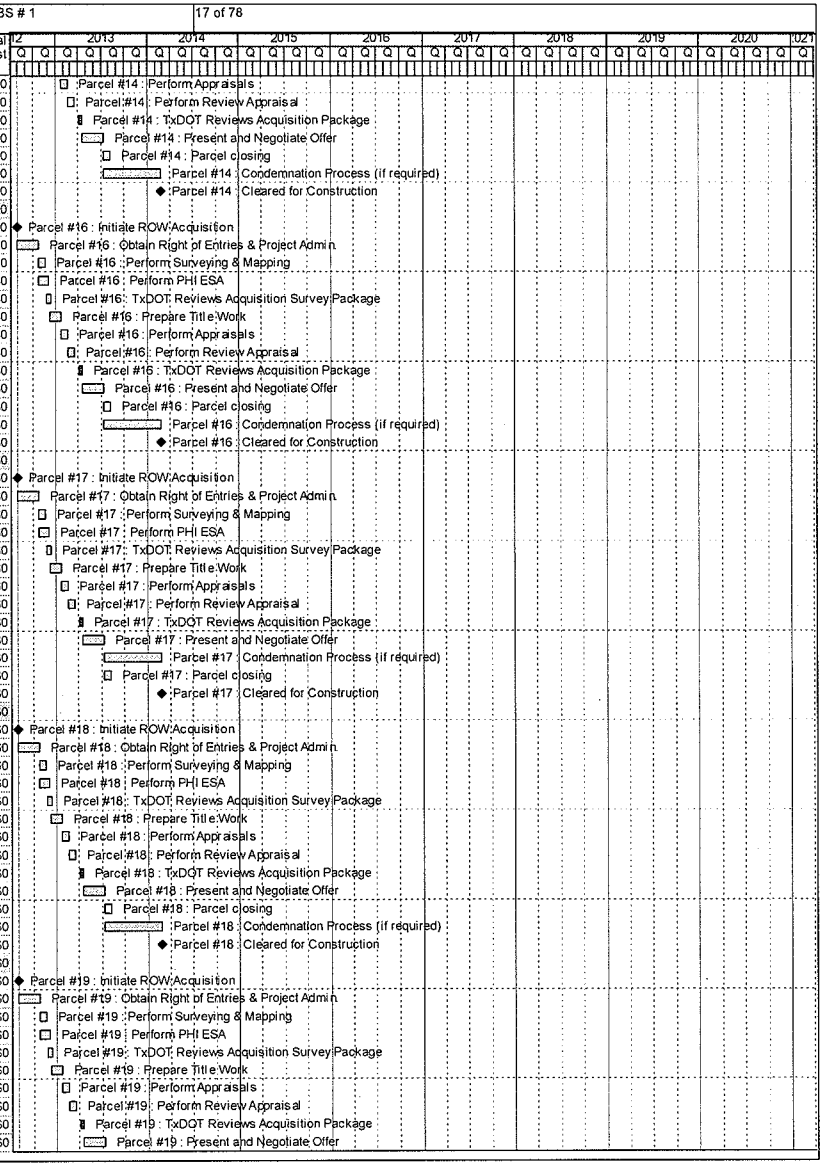
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDMSRO03	Parcel #3 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #4 NBFR - Meacham to Dewey (STA 665+00 to STA 668+50)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO04	Parcel #4 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO041010	Parcel #4 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO041020	Parcel #4 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO041030	Parcel #4 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO041050	Parcel #4 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO041040	Parcel #4 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO041060	Parcel #4 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO041070	Parcel #4 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO041080	Parcel #4 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO041090	Parcel #4 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO041100	Parcel #4 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO041110	Parcel #4 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO04	Parcel #4 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #5 NBFR - Meacham to Dewey (STA 669+50 to STA 671+50)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO05	Parcel #5 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO051010	Parcel #5 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO051020	Parcel #5 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO051030	Parcel #5 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO051050	Parcel #5 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO051040	Parcel #5 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO051060	Parcel #5 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO051070	Parcel #5 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO051080	Parcel #5 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO051090	Parcel #5 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO051100	Parcel #5 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO051110	Parcel #5 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO05	Parcel #5 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #6 NBFR - Meacham to Dewey (STA 671+50 to STA 674+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO06	Parcel #6 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO061010	Parcel #6 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO061020	Parcel #6 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO061030	Parcel #6 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO061050	Parcel #6 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO061040	Parcel #6 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO061060	Parcel #6 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO061070	Parcel #6 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO061080	Parcel #6 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO061090	Parcel #6 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO061100	Parcel #6 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO061110	Parcel #6 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO06	Parcel #6 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #7 SBFR - Meacham to Dewey (STA 676+00 to STA 679+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO071	Parcel #7 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO071010	Parcel #7 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO071020	Parcel #7 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO071030	Parcel #7 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO071040	Parcel #7 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO071050	Parcel #7 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO071060	Parcel #7 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO071070	Parcel #7 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO071080	Parcel #7 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO071090	Parcel #7 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO071100	Parcel #7 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO071110	Parcel #7 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO071	Parcel #7 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #9 NBFR - Meacham to Dewey (STA 676+00 to STA 680+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO09	Parcel #9 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO091010	Parcel #9 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0



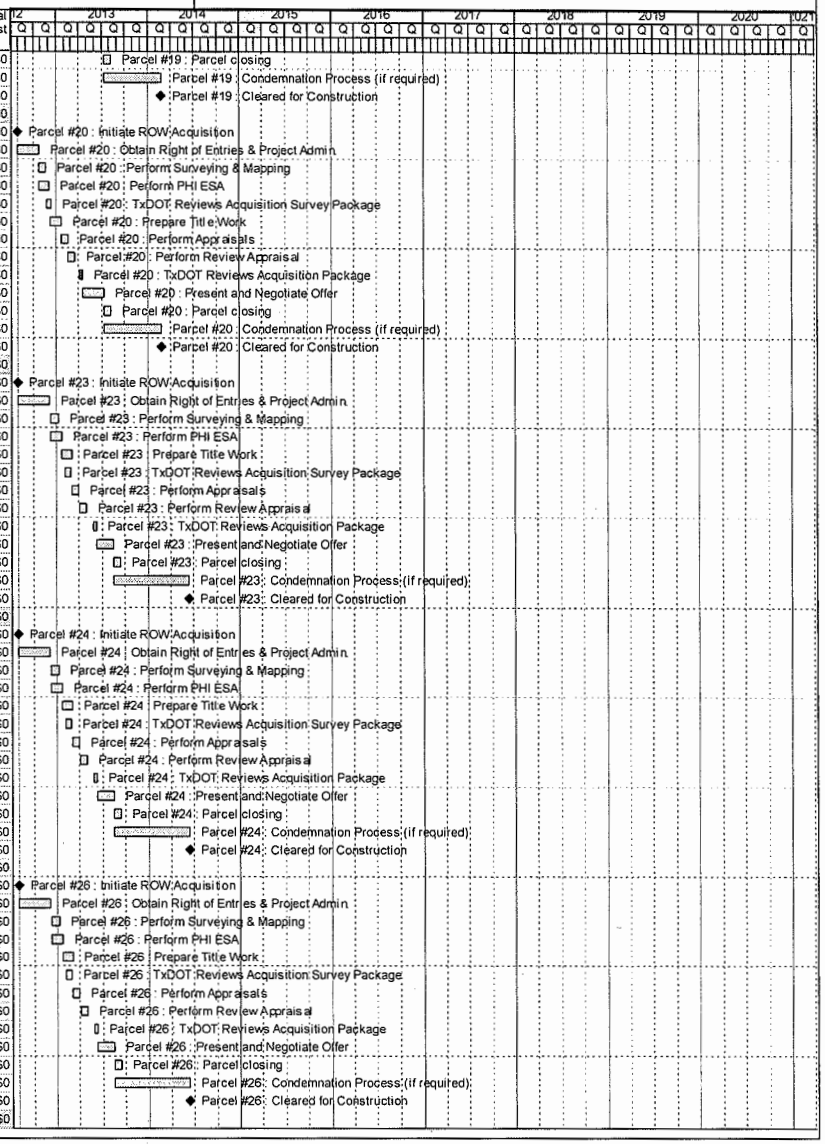
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDRO091020	Parcel #9 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO091030	Parcel #9 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO091050	Parcel #9 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO091040	Parcel #9 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO091060	Parcel #9 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO091070	Parcel #9 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO091080	Parcel #9 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO091090	Parcel #9 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO091100	Parcel #9 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO091110	Parcel #9 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO09	Parcel #9 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #10 NBFR - Meacham to Dewey (STA 681+00 to STA 685+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO10	Parcel #10 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO101010	Parcel #10 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO101020	Parcel #10 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO101030	Parcel #10 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO101050	Parcel #10 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO101040	Parcel #10 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO101060	Parcel #10 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO101070	Parcel #10 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO101080	Parcel #10 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO101090	Parcel #10 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO101100	Parcel #10 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO101110	Parcel #10 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO10	Parcel #10 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #11 NBFR - Meacham to Dewey (STA 685+00 to STA 686+50)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO111	Parcel #11 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO111010	Parcel #11 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO111020	Parcel #11 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO111030	Parcel #11 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO111050	Parcel #11 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO111040	Parcel #11 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO111060	Parcel #11 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO111070	Parcel #11 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO111080	Parcel #11 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO111090	Parcel #11 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO111100	Parcel #11 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO111110	Parcel #11 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO111	Parcel #11 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #13 SBFR - Meacham to Dewey (STA 689+00 to STA 694+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO131	Parcel #13 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO131010	Parcel #13 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO131020	Parcel #13 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO131030	Parcel #13 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO131040	Parcel #13 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO131050	Parcel #13 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO131060	Parcel #13 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO131070	Parcel #13 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO131080	Parcel #13 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO131090	Parcel #13 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO131100	Parcel #13 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO131110	Parcel #13 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO131	Parcel #13 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #14 SBFR - Meacham to Dewey (STA 695+00 to STA 701+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO141	Parcel #14 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO141010	Parcel #14 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO141020	Parcel #14 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO141030	Parcel #14 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO141040	Parcel #14 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO141050	Parcel #14 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0



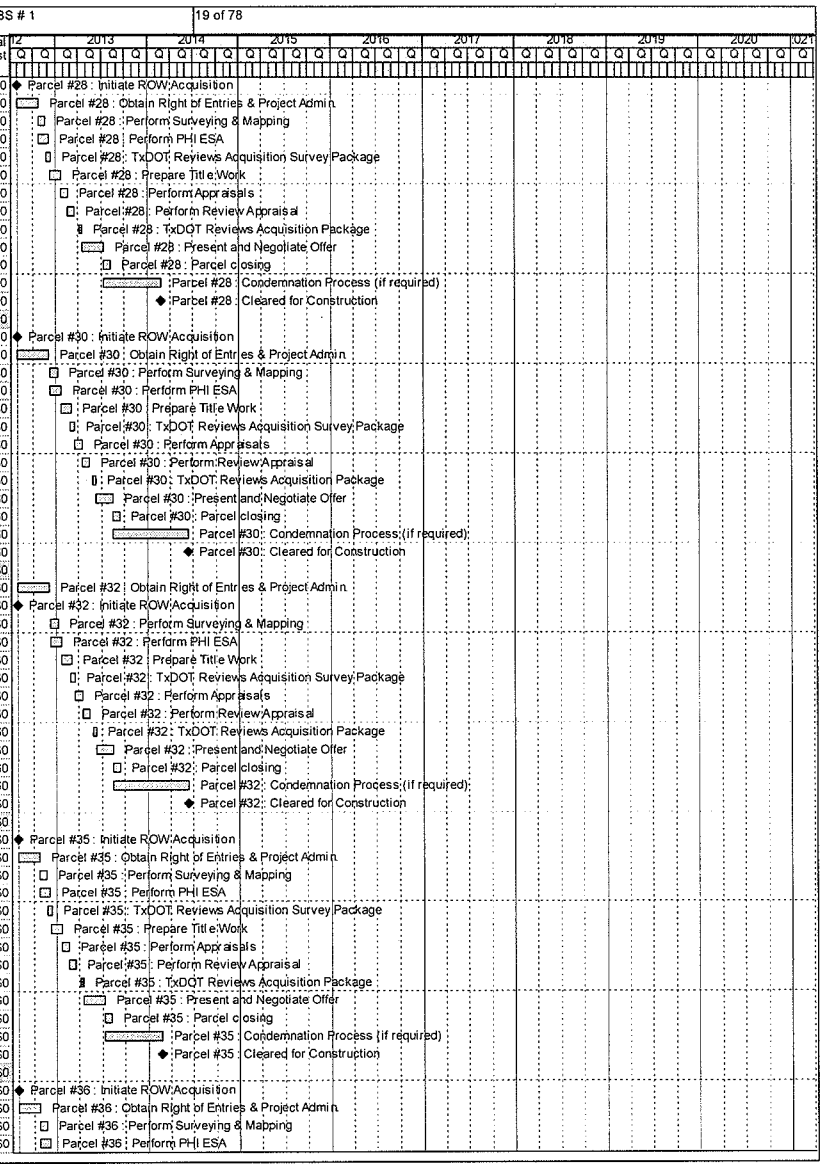
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO141060	Parcel #14 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO141070	Parcel #14 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO141080	Parcel #14 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO141090	Parcel #14 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO141100	Parcel #14 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO141110	Parcel #14 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO141	Parcel #14 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #16 SBFR - Meacham to Dewey (STA 701+00 to STA 725+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRMDMSRO161	Parcel #16 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO161010	Parcel #16 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO161020	Parcel #16 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO161030	Parcel #16 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO161040	Parcel #16 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO161050	Parcel #16 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO161060	Parcel #16 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO161070	Parcel #16 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO161080	Parcel #16 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO161090	Parcel #16 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBFRMDRO161100	Parcel #16 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRMDRO161110	Parcel #16 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRMDMSRO161	Parcel #16 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #17 NBFR - Meacham to Dewey (STA 690+00 to STA 695+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO17	Parcel #17 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO171010	Parcel #17 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO171020	Parcel #17 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO171030	Parcel #17 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO171040	Parcel #17 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO171050	Parcel #17 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO171060	Parcel #17 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO171070	Parcel #17 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO171080	Parcel #17 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO171090	Parcel #17 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO171110	Parcel #17 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDRO171100	Parcel #17 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDMSRO17	Parcel #17 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #18 NBFR - Meacham to Dewey (STA 695+00 to STA 669+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO18	Parcel #18 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO181010	Parcel #18 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO181020	Parcel #18 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO181030	Parcel #18 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO181040	Parcel #18 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO181050	Parcel #18 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO181060	Parcel #18 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO181070	Parcel #18 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO181080	Parcel #18 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO181090	Parcel #18 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO181100	Parcel #18 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO181110	Parcel #18 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDMSRO18	Parcel #18 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #19 NBFR - Meacham to Dewey (STA 669+00 to STA 703+50)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO19	Parcel #19 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO191010	Parcel #19 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO191020	Parcel #19 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO191030	Parcel #19 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO191040	Parcel #19 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO191050	Parcel #19 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO191060	Parcel #19 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO191070	Parcel #19 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO191080	Parcel #19 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO191090	Parcel #19 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0



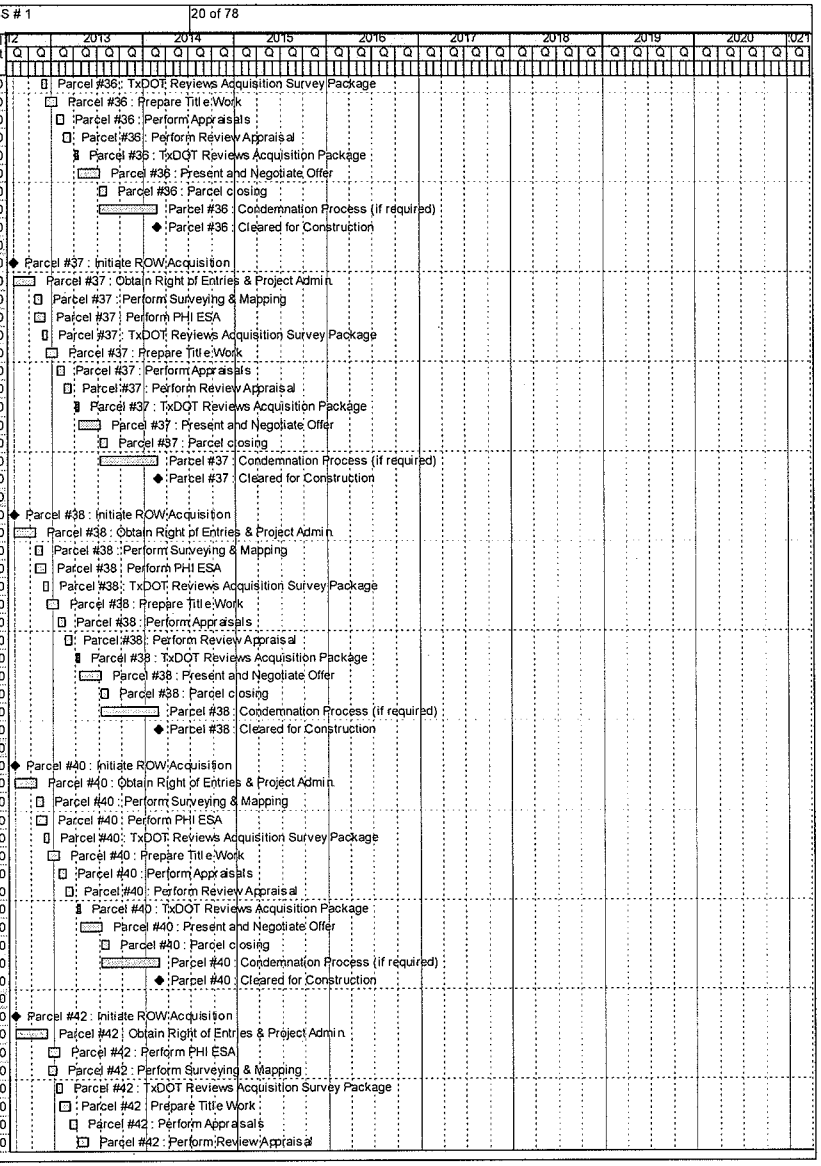
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDRO191100	Parcel #19 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO191110	Parcel #19 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDMSRO19'	Parcel #19 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #20 NBFR - Meacham to Dewey (STA 704+00 to STA 725+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO20'	Parcel #20 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO201010	Parcel #20 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO201020	Parcel #20 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO201030	Parcel #20 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO201040	Parcel #20 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO201050	Parcel #20 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO201060	Parcel #20 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO201070	Parcel #20 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO201080	Parcel #20 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO201090	Parcel #20 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO201100	Parcel #20 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO201110	Parcel #20 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDMSRO20'	Parcel #20 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #23 NBGP - Meacham to Dewey (STA 728+00 to STA 728+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDMSRO23'	Parcel #23 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPMDRO231010	Parcel #23 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPMDRO231020	Parcel #23 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPMDRO231030	Parcel #23 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO231050	Parcel #23 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO231040	Parcel #23 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPMDRO231060	Parcel #23 : Perform Appraisals	20	05-Mar-13	01-Apr-13	440	$0
3ANBGPMDRO231070	Parcel #23 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	440	$0
3ANBGPMDRO231080	Parcel #23 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO231090	Parcel #23 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO231100	Parcel #23 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO231110	Parcel #23 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO23'	Parcel #23 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #24 NBGP - Meacham to Dewey (STA 728+00 to STA 728+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDMSRO24'	Parcel #24 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPMDRO241010	Parcel #24 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPMDRO241020	Parcel #24 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPMDRO241030	Parcel #24 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO241050	Parcel #24 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO241040	Parcel #24 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPMDRO241060	Parcel #24 : Perform Appraisals	20	05-Mar-13	01-Apr-13	440	$0
3ANBGPMDRO241070	Parcel #24 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	440	$0
3ANBGPMDRO241080	Parcel #24 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO241090	Parcel #24 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO241100	Parcel #24 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO241110	Parcel #24 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO24'	Parcel #24 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #26 NBGP - Meacham to Dewey (STA 731+00 to STA 735+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDMSRO26'	Parcel #26 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPMDRO261010	Parcel #26 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPMDRO261020	Parcel #26 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPMDRO261030	Parcel #26 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO261050	Parcel #26 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO261040	Parcel #26 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPMDRO261060	Parcel #26 : Perform Appraisals	20	05-Mar-13	01-Apr-13	440	$0
3ANBGPMDRO261070	Parcel #26 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	440	$0
3ANBGPMDRO261080	Parcel #26 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO261090	Parcel #26 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO261100	Parcel #26 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO261110	Parcel #26 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO26'	Parcel #26 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #28 SBGP - Meacham to Dewey (STA 736+00 to STA 736+00)		410	01-Aug-12	25-Feb-14	130	$0



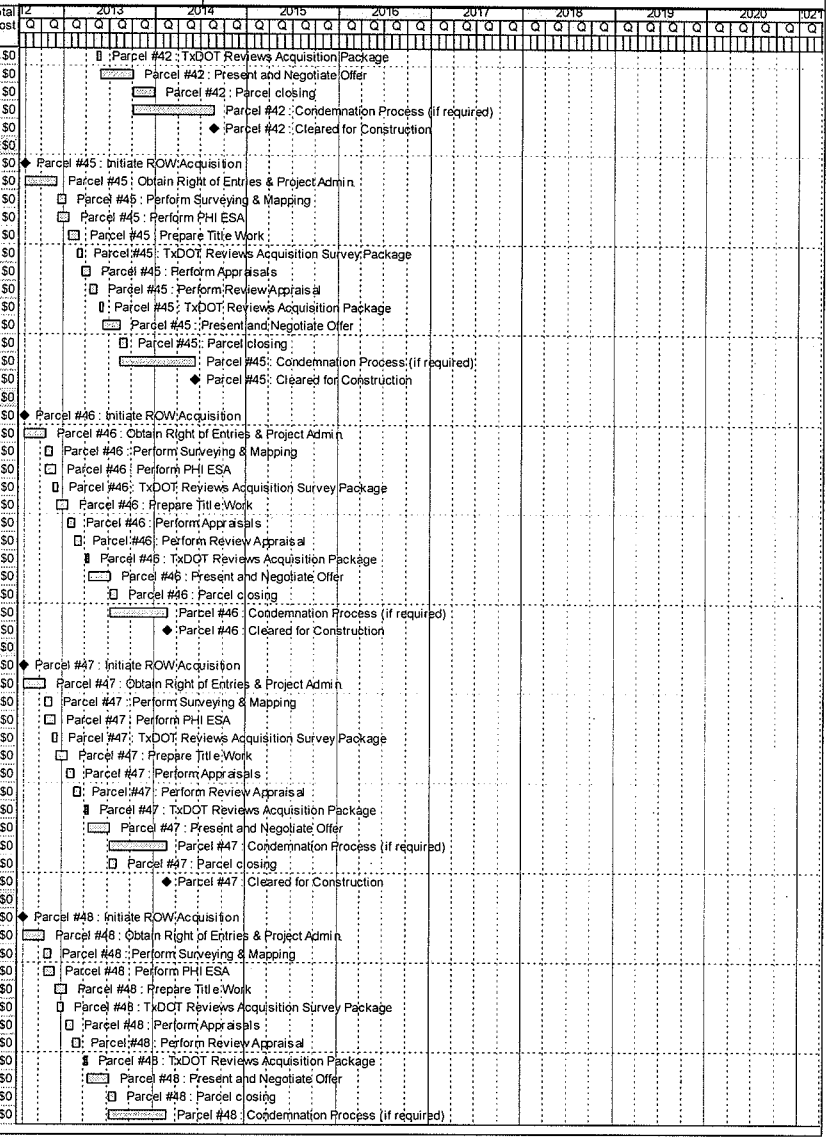
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPMDMSRO281	Parcel #28 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPMDRO281010	Parcel #28 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPMDRO281020	Parcel #28 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBGPMDRO281030	Parcel #28 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBGPMDRO281040	Parcel #28 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBGPMDRO281050	Parcel #28 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBGPMDRO281060	Parcel #28 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBGPMDRO281070	Parcel #28 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBGPMDRO281080	Parcel #28 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBGPMDRO281090	Parcel #28 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBGPMDRO281100	Parcel #28 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBGPMDRO281110	Parcel #28 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBGPMDMSRO281	Parcel #28 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #30 NBGP - Meacham to Dewey (STA 735+00 to STA 735+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDMSRO30	Parcel #30 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ANBGPMDRO301010	Parcel #30 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	46	$0
3ANBGPMDRO301020	Parcel #30 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ANBGPMDRO301030	Parcel #30 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO301050	Parcel #30 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO301040	Parcel #30 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ANBGPMDRO301060	Parcel #30 : Perform Appraisals	20	19-Mar-13	15-Apr-13	430	$0
3ANBGPMDRO301070	Parcel #30 : Perform Review Appraisal	20	16-Apr-13	13-May-13	430	$0
3ANBGPMDRO301080	Parcel #30 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO301090	Parcel #30 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO301100	Parcel #30 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO301110	Parcel #30 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO30	Parcel #30 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #32 NBGP - Meacham to Dewey (STA 736+00 to STA 740+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDRO321010	Parcel #32 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	46	$0
3ANBGPMDMSRO32	Parcel #32 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ANBGPMDRO321020	Parcel #32 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ANBGPMDRO321030	Parcel #32 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO321050	Parcel #32 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO321040	Parcel #32 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ANBGPMDRO321060	Parcel #32 : Perform Appraisals	20	19-Mar-13	15-Apr-13	430	$0
3ANBGPMDRO321070	Parcel #32 : Perform Review Appraisal	20	16-Apr-13	13-May-13	430	$0
3ANBGPMDRO321080	Parcel #32 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO321090	Parcel #32 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO321100	Parcel #32 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO321110	Parcel #32 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO32	Parcel #32 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #35 SBFR - Meacham to Dewey (STA 743+00 to STA 743+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO351	Parcel #35 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO351010	Parcel #35 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO351020	Parcel #35 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO351030	Parcel #35 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO351040	Parcel #35 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO351050	Parcel #35 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO351060	Parcel #35 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO351070	Parcel #35 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO351080	Parcel #35 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO351090	Parcel #35 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO351100	Parcel #35 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO351110	Parcel #35 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO351	Parcel #35 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #36 SBFR - Meacham to Dewey (STA 744+00 to STA 744+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO361	Parcel #36 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO361010	Parcel #36 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO361020	Parcel #36 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO361030	Parcel #36 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0



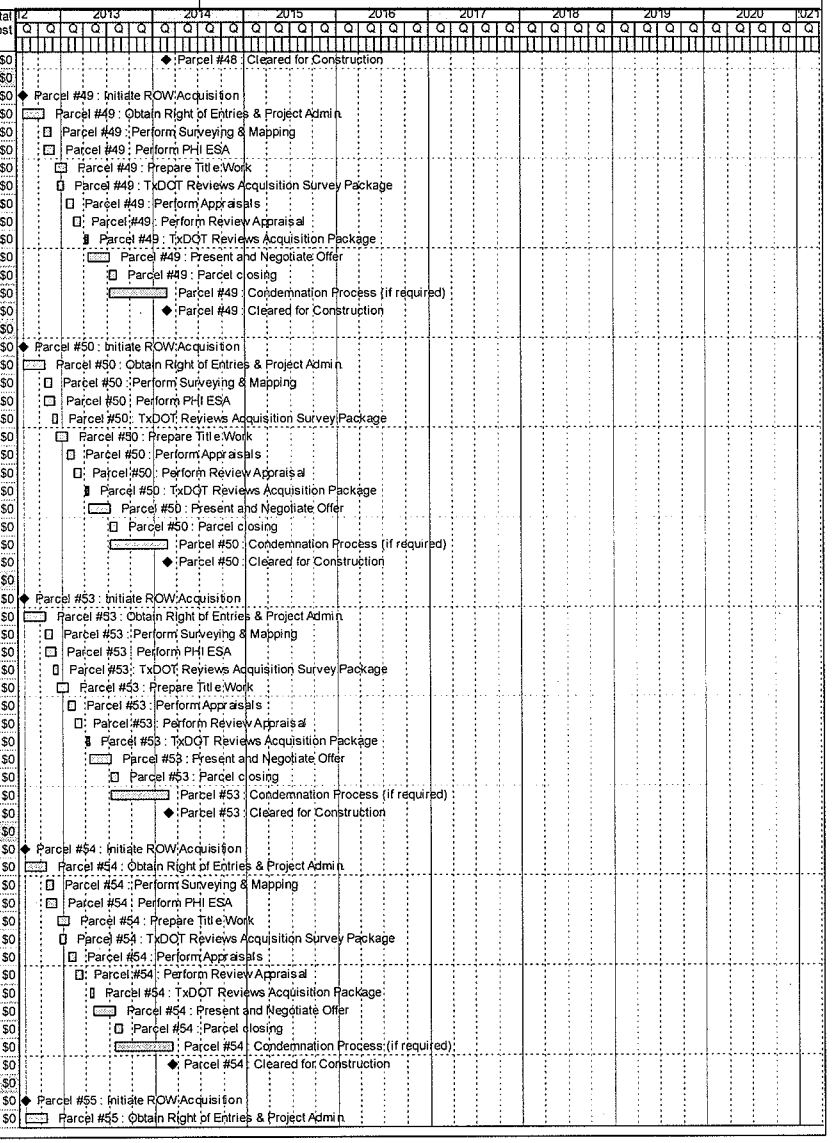
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO361040	Parcel #36 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO361050	Parcel #36 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO361060	Parcel #36 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO361070	Parcel #36 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO361080	Parcel #36 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO361090	Parcel #36 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO361100	Parcel #36 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO361110	Parcel #36 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO361	Parcel #36 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #37 SBFR - Meacham to Dewey (STA 745+00 to STA 745+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO371	Parcel #37 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO371010	Parcel #37 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO371020	Parcel #37 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO371030	Parcel #37 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO371040	Parcel #37 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO371050	Parcel #37 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO371060	Parcel #37 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO371070	Parcel #37 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO371080	Parcel #37 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO371090	Parcel #37 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO371100	Parcel #37 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO371110	Parcel #37 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO371	Parcel #37 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #38 SBFR - Meacham to Dewey (STA 745+00 to STA 745+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO381	Parcel #38 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO381010	Parcel #38 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO381020	Parcel #38 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO381030	Parcel #38 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO381040	Parcel #38 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO381050	Parcel #38 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO381060	Parcel #38 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO381070	Parcel #38 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO381080	Parcel #38 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO381090	Parcel #38 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO381100	Parcel #38 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO381110	Parcel #38 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO381	Parcel #38 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #40 SBFR - Meacham to Dewey (STA 746+00 to STA 746+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO401	Parcel #40 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO401010	Parcel #40 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO401020	Parcel #40 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO401030	Parcel #40 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO401040	Parcel #40 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO401050	Parcel #40 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO401060	Parcel #40 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO401070	Parcel #40 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO401080	Parcel #40 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO401090	Parcel #40 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO401100	Parcel #40 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO401110	Parcel #40 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO401	Parcel #40 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #42 (TxDOT #821) - COMPLEX - SBFR - Meacham to Dewey (STA 750+00 to STA 750+00)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO421	Parcel #42 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO421010	Parcel #42 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO421030	Parcel #42 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	3	$0
3ASBFRMDRO421020	Parcel #42 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	13	$0
3ASBFRMDRO421040	Parcel #42 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO421050	Parcel #42 : Prepare Title Work	30	22-Jan-13	04-Mar-13	3	$0
3ASBFRMDRO421060	Parcel #42 : Perform Appraisals	20	05-Mar-13	01-Apr-13	3	$0
3ASBFRMDRO421070	Parcel #42 : Perform Review Appraisal	30	02-Apr-13	13-May-13	3	$0



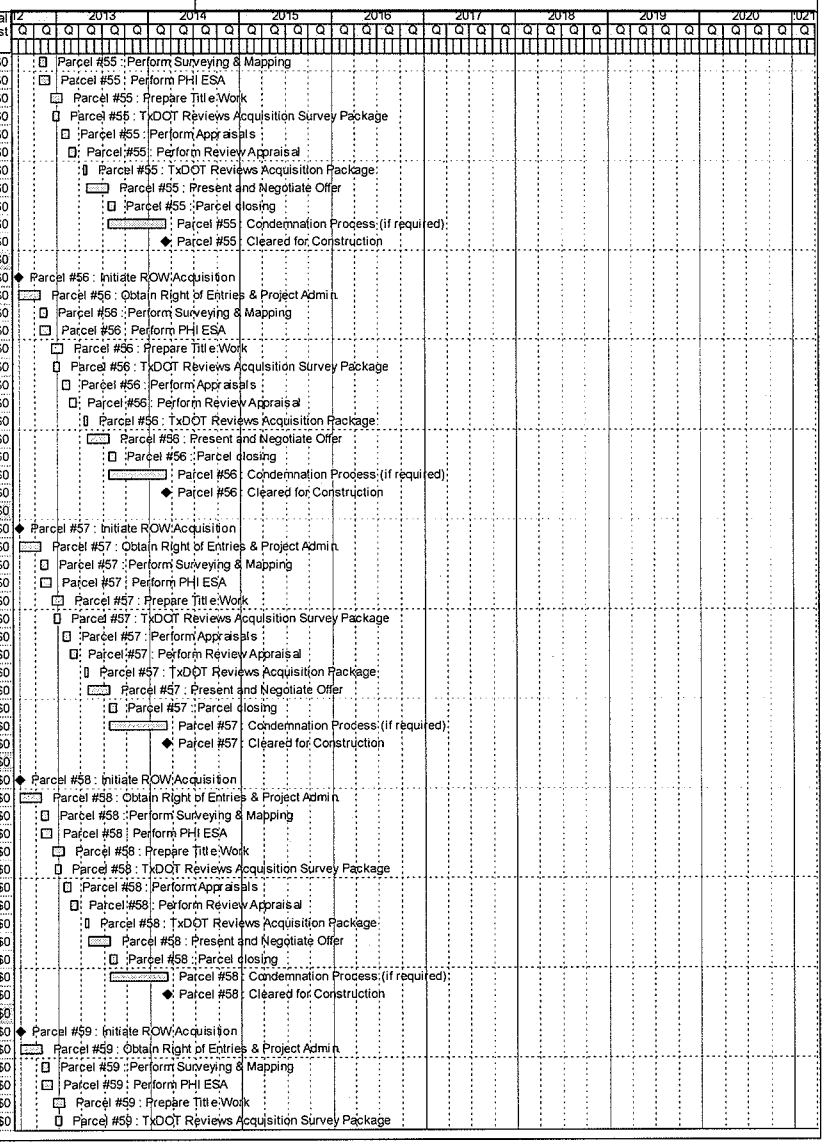
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRMDRO421080	Parcel #42 : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13	3	$0
3ASBFRMDRO421090	Parcel #42 : Present and Negotiate Offer	90	29-May-13	03-Oct-13	3	$0
3ASBFRMDRO421100	Parcel #42 : Parcel closing	60	04-Oct-13	30-Dec-13	168	$0
3ASBFRMDRO421110	Parcel #42 : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14	3	$0
3ASBFRMDMSRO421	Parcel #42 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #45 NBGP - Meacham to Dewey (STA 743+00 to STA 743+00)		486	01-Aug-12	11-Jun-14	430	$0
3ANBGPMDMSRO45	Parcel #45 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ANBGPMDRO451010	Parcel #45 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	46	$0
3ANBGPMDRO451020	Parcel #45 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ANBGPMDRO451030	Parcel #45 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	440	$0
3ANBGPMDRO451050	Parcel #45 : Prepare Title Work	30	22-Jan-13	04-Mar-13	440	$0
3ANBGPMDRO451040	Parcel #45 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ANBGPMDRO451060	Parcel #45 : Perform Appraisals	20	19-Mar-13	15-Apr-13	430	$0
3ANBGPMDRO451070	Parcel #45 : Perform Review Appraisal	20	16-Apr-13	13-May-13	430	$0
3ANBGPMDRO451080	Parcel #45 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	411	$0
3ANBGPMDRO451090	Parcel #45 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	420	$0
3ANBGPMDRO451100	Parcel #45 : Parcel closing	20	15-Aug-13	12-Sep-13	610	$0
3ANBGPMDRO451110	Parcel #45 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	420	$0
3ANBGPMDMSRO45	Parcel #45 : Cleared for Construction	0		11-Jun-14	602	$0
Parcel #46 NBFR - Meacham to Dewey (STA 743+00 to STA 745+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO46	Parcel #46 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO461010	Parcel #46 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO461020	Parcel #46 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO461030	Parcel #46 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO461040	Parcel #46 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO461050	Parcel #46 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO461060	Parcel #46 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO461070	Parcel #46 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO461080	Parcel #46 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO461090	Parcel #46 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO461100	Parcel #46 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO461110	Parcel #46 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDMSRO46	Parcel #46 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #47 NBFR - Meacham to Dewey (STA 746+00 to STA 750+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO47	Parcel #47 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO471010	Parcel #47 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO471020	Parcel #47 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRMDRO471030	Parcel #47 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO471040	Parcel #47 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRMDRO471050	Parcel #47 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO471060	Parcel #47 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO471070	Parcel #47 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO471080	Parcel #47 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO471090	Parcel #47 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO471110	Parcel #47 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDRO471100	Parcel #47 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDMSRO47	Parcel #47 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #48 NBFR - Meacham to Dewey (STA 750+50 to STA 751+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO48	Parcel #48 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO481010	Parcel #48 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO481020	Parcel #48 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	21	$0
3ANBFRMDRO481030	Parcel #48 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO481050	Parcel #48 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO481040	Parcel #48 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO481060	Parcel #48 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO481070	Parcel #48 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO481080	Parcel #48 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO481090	Parcel #48 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO481100	Parcel #48 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO481110	Parcel #48 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0



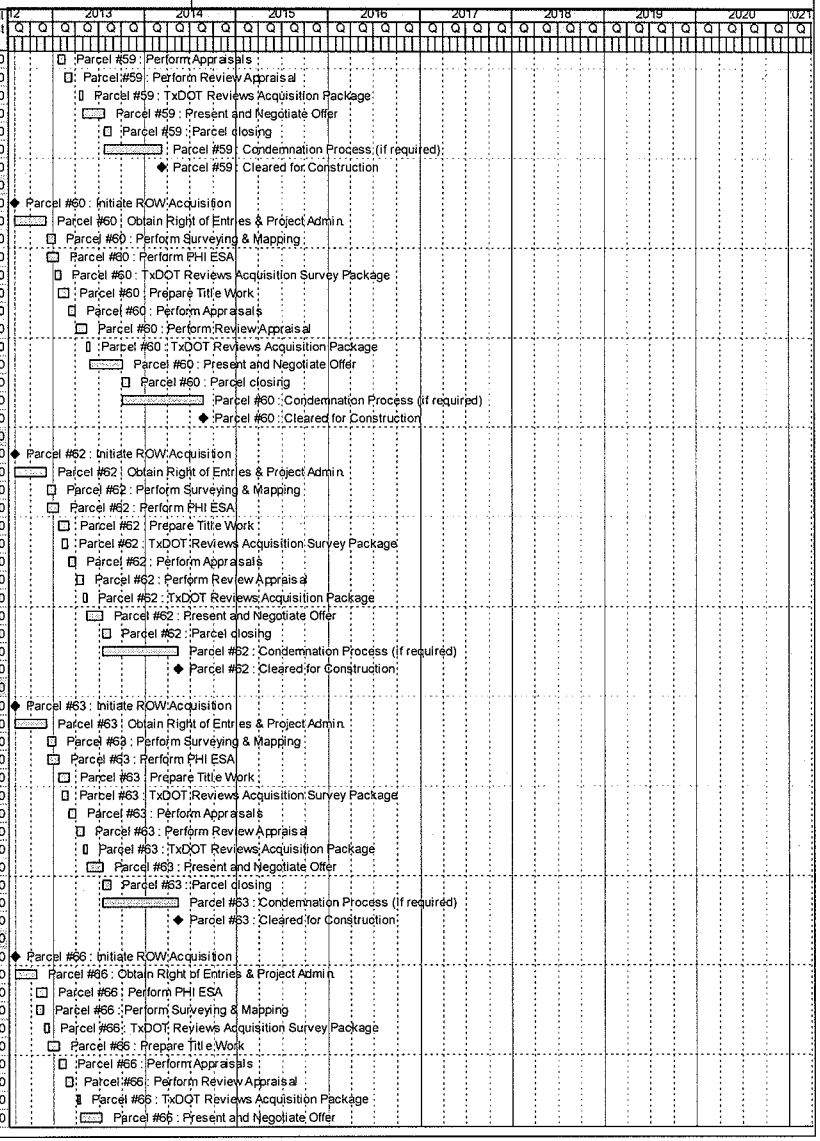
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDMSRO48	Parcel #48 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #49 NBFR - Meacham to Dewey (STA 751+00 to STA 756+00)		410	01-Aug-12	25-Feb-14	147	$0
3ANBFRMDMSRO49	Parcel #49 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRMDRO491010	Parcel #49 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRMDRO491020	Parcel #49 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	21	$0
3ANBFRMDRO491030	Parcel #49 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRMDRO491050	Parcel #49 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRMDRO491040	Parcel #49 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO491060	Parcel #49 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRMDRO491070	Parcel #49 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRMDRO491080	Parcel #49 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRMDRO491090	Parcel #49 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	144	$0
3ANBFRMDRO491100	Parcel #49 : Parcel closing	20	11-Jul-13	07-Aug-13	284	$0
3ANBFRMDRO491110	Parcel #49 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	144	$0
3ANBFRMDMSRO49	Parcel #49 : Cleared for Construction	0		25-Feb-14	205	$0
Parcel #50 SBFR - Meacham to Dewey (STA 756+00 to STA 756+00)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO501	Parcel #50 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO501010	Parcel #50 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO501020	Parcel #50 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO501030	Parcel #50 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO501040	Parcel #50 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO501050	Parcel #50 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO501060	Parcel #50 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO501070	Parcel #50 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO501080	Parcel #50 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO501090	Parcel #50 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO501100	Parcel #50 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO501110	Parcel #50 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO501	Parcel #50 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #53 SBFR - Meacham to Dewey (STA 762+50 to STA 766+50)		410	01-Aug-12	25-Feb-14	130	$0
3ASBFRMDMSRO531	Parcel #53 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRMDRO531010	Parcel #53 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRMDRO531020	Parcel #53 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRMDRO531030	Parcel #53 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRMDRO531040	Parcel #53 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRMDRO531050	Parcel #53 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRMDRO531060	Parcel #53 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRMDRO531070	Parcel #53 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRMDRO531080	Parcel #53 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRMDRO531090	Parcel #53 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	128	$0
3ASBFRMDRO531100	Parcel #53 : Parcel closing	20	11-Jul-13	07-Aug-13	268	$0
3ASBFRMDRO531110	Parcel #53 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	128	$0
3ASBFRMDMSRO531	Parcel #53 : Cleared for Construction	0		25-Feb-14	182	$0
Parcel #54 NBFR - Meacham to Dewey (STA 755+00 to STA 759+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO54	Parcel #54 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO541010	Parcel #54 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO541020	Parcel #54 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO541030	Parcel #54 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO541050	Parcel #54 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO541040	Parcel #54 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO541060	Parcel #54 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO541070	Parcel #54 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO541080	Parcel #54 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO541090	Parcel #54 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO541100	Parcel #54 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO541110	Parcel #54 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO54	Parcel #54 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #55 NBFR - Meacham to Dewey (STA 755+00 to STA 760+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO55	Parcel #55 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO551010	Parcel #55 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0



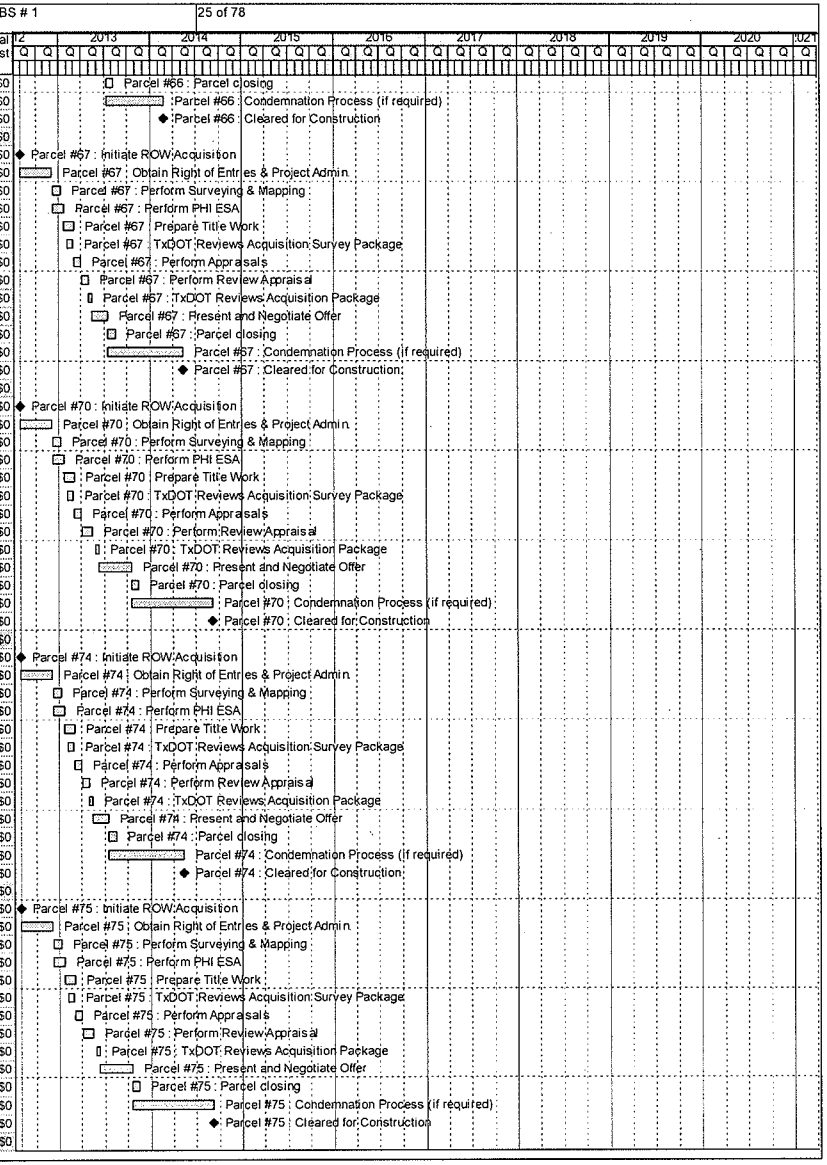
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDRO551020	Parcel #55 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO551030	Parcel #55 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO551050	Parcel #55 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO551040	Parcel #55 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO551060	Parcel #55 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO551070	Parcel #55 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO551080	Parcel #55 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO551090	Parcel #55 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO551100	Parcel #55 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO551110	Parcel #55 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO55'	Parcel #55 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #56 NBFR - Meacham to Dewey (STA 761+00 to STA 761+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO56'	Parcel #56 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO561010	Parcel #56 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO561020	Parcel #56 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO561030	Parcel #56 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO561050	Parcel #56 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO561040	Parcel #56 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO561060	Parcel #56 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO561070	Parcel #56 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO561080	Parcel #56 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO561090	Parcel #56 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO561100	Parcel #56 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO561110	Parcel #56 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO56'	Parcel #56 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #57 NBFR - Meacham to Dewey (STA 762+00 to STA 762+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO57'	Parcel #57 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO571010	Parcel #57 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO571020	Parcel #57 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO571030	Parcel #57 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO571050	Parcel #57 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO571040	Parcel #57 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO571060	Parcel #57 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO571070	Parcel #57 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO571080	Parcel #57 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO571090	Parcel #57 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO571100	Parcel #57 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO571110	Parcel #57 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO57'	Parcel #57 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #58 NBFR - Meacham to Dewey (STA 762+00 to STA 771+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO58'	Parcel #58 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO581010	Parcel #58 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO581020	Parcel #58 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO581030	Parcel #58 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO581050	Parcel #58 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO581040	Parcel #58 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ANBFRMDRO581060	Parcel #58 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO581070	Parcel #58 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO581080	Parcel #58 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO581090	Parcel #58 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO581100	Parcel #58 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO581110	Parcel #58 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO58'	Parcel #58 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #59 NBFR - Meacham to Dewey (STA 771+00 to STA 776+00)		420	01-Aug-12	11-Mar-14	137	$0
3ANBFRMDMSRO59'	Parcel #59 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ANBFRMDRO591010	Parcel #59 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	29	$0
3ANBFRMDRO591020	Parcel #59 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ANBFRMDRO591030	Parcel #59 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ANBFRMDRO591050	Parcel #59 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ANBFRMDRO591040	Parcel #59 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0



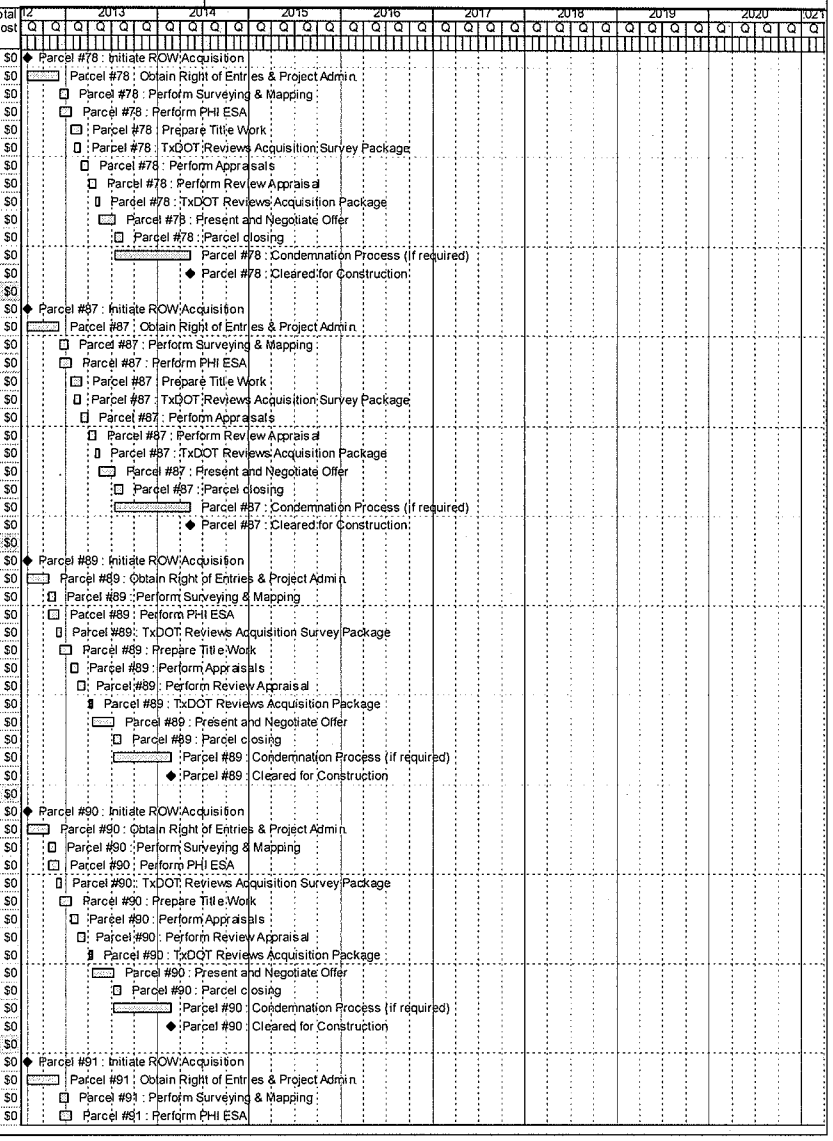
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRMDRO591060	Parcel #59 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ANBFRMDRO591070	Parcel #59 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ANBFRMDRO591080	Parcel #59 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ANBFRMDRO591090	Parcel #59 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	134	$0
3ANBFRMDRO591100	Parcel #59 : Parcel closing	20	25-Jul-13	21-Aug-13	274	$0
3ANBFRMDRO591110	Parcel #59 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	134	$0
3ANBFRMDMSRO59'	Parcel #59 : Cleared for Construction	0		11-Mar-14	191	$0
Parcel #60 (TxDOT #833) - COMPLEX - SBFR - Meacham to Dewey (STA 767+00 to STA 771+00)		537	01-Aug-12	21-Aug-14	3	$0
3ASBFRMDMSRO601	Parcel #60 : Initiate ROW Acquisition	0	01-Aug-12		5	$0
3ASBFRMDRO601010	Parcel #60 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	3	$0
3ASBFRMDRO601020	Parcel #60 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	13	$0
3ASBFRMDRO601030	Parcel #60 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	3	$0
3ASBFRMDRO601040	Parcel #60 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRMDRO601050	Parcel #60 : Prepare Title Work	30	22-Jan-13	04-Mar-13	3	$0
3ASBFRMDRO601060	Parcel #60 : Perform Appraisals	20	05-Mar-13	01-Apr-13	3	$0
3ASBFRMDRO601070	Parcel #60 : Perform Review Appraisal	30	02-Apr-13	13-May-13	3	$0
3ASBFRMDRO601080	Parcel #60 : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13	3	$0
3ASBFRMDRO601090	Parcel #60 : Present and Negotiate Offer	90	29-May-13	03-Oct-13	3	$0
3ASBFRMDRO601100	Parcel #60 : Parcel closing	20	04-Oct-13	31-Oct-13	208	$0
3ASBFRMDRO601110	Parcel #60 : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14	3	$0
3ASBFRMDMSRO601	Parcel #60 : Cleared for Construction	0		21-Aug-14	5	$0
Parcel #62 NBFR - Dewey to S. of trinity River (STA 776+00 to STA 776+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRDTMSRO621	Parcel #62 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRDTRO621010	Parcel #62 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRDTRO621020	Parcel #62 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRDTRO621030	Parcel #62 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBFRDTRO621050	Parcel #62 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRDTRO621040	Parcel #62 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRDTRO621060	Parcel #62 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRDTRO621070	Parcel #62 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRDTRO621080	Parcel #62 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRDTRO621090	Parcel #62 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRDTRO621100	Parcel #62 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRDTRO621110	Parcel #62 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0
3ANBFRDTMSRO621	Parcel #62 : Cleared for Construction	0		13-May-14	414	$0
Parcel #63 NBFR - Dewey to S. of trinity River (STA 776+00 to STA 785+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRDTMSRO631	Parcel #63 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRDTRO631010	Parcel #63 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRDTRO631020	Parcel #63 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRDTRO631030	Parcel #63 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBFRDTRO631050	Parcel #63 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRDTRO631040	Parcel #63 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRDTRO631060	Parcel #63 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRDTRO631070	Parcel #63 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRDTRO631080	Parcel #63 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRDTRO631090	Parcel #63 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRDTRO631100	Parcel #63 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRDTRO631110	Parcel #63 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0
3ANBFRDTMSRO631	Parcel #63 : Cleared for Construction	0		13-May-14	414	$0
Parcel #66 SBFR - Dewey to S. of trinity River (STA 782+00 to STA 782+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBFRDTMSRO661	Parcel #66 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBFRDTRO661010	Parcel #66 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBFRDTRO661020	Parcel #66 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBFRDTRO661030	Parcel #66 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBFRDTRO661040	Parcel #66 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBFRDTRO661050	Parcel #66 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBFRDTRO661060	Parcel #66 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBFRDTRO661070	Parcel #66 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBFRDTRO661080	Parcel #66 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBFRDTRO661090	Parcel #66 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0



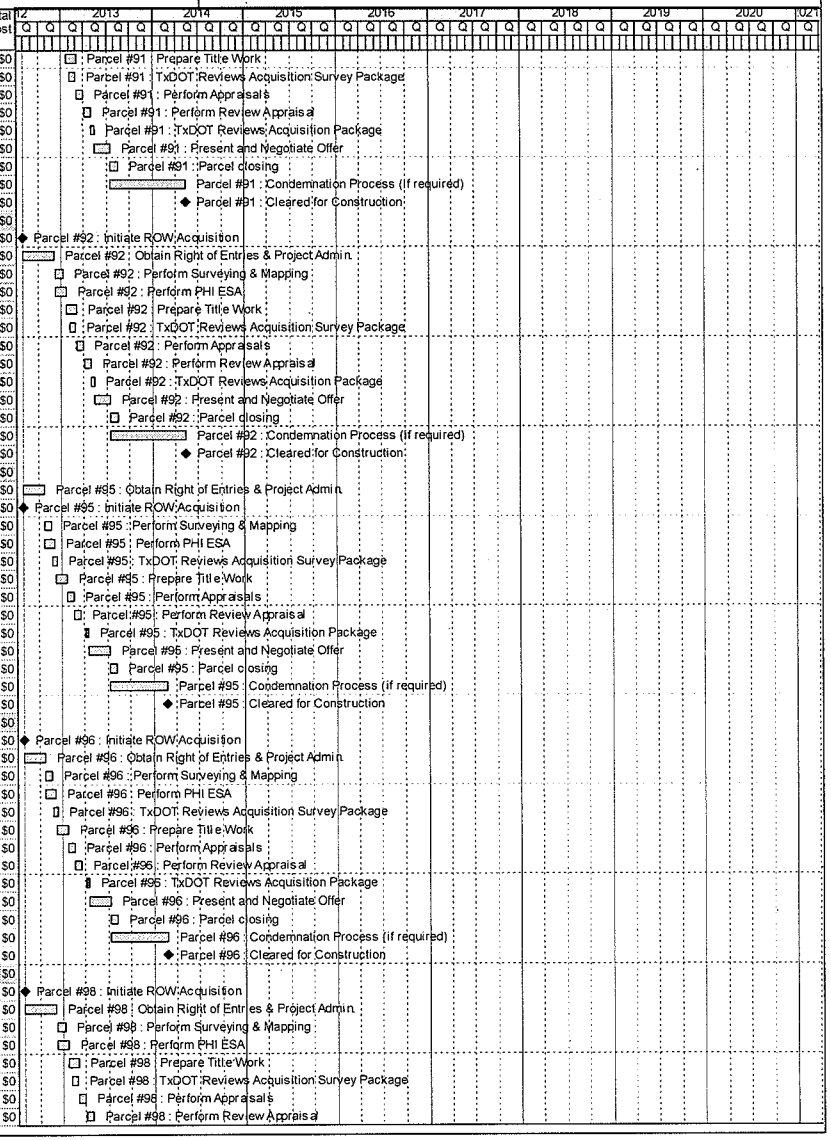
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRDTRO661100	Parcel #66 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBFRDTRO661110	Parcel #66 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBFRDTMSRO661	Parcel #66 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #67 SBFR - Dewey to S. of trinity River (STA 783+00 to STA 783+00)		465	01-Aug-12	13-May-14	135	$0
3ASBFRDTMSRO671	Parcel #67 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBFRDTRO671010	Parcel #67 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ASBFRDTRO671020	Parcel #67 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBFRDTRO671030	Parcel #67 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	132	$0
3ASBFRDTRO671050	Parcel #67 : Prepare Title Work	30	22-Jan-13	04-Mar-13	132	$0
3ASBFRDTRO671040	Parcel #67 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBFRDTRO671060	Parcel #67 : Perform Appraisals	20	05-Mar-13	01-Apr-13	132	$0
3ASBFRDTRO671070	Parcel #67 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	132	$0
3ASBFRDTRO671080	Parcel #67 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	132	$0
3ASBFRDTRO671090	Parcel #67 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	132	$0
3ASBFRDTRO671100	Parcel #67 : Parcel closing	20	18-Jul-13	14-Aug-13	322	$0
3ASBFRDTRO671110	Parcel #67 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	132	$0
3ASBFRDTMSRO671	Parcel #67 : Cleared for Construction	0		13-May-14	189	$0
Parcel #70 (TxDOT #839) - COMPLEX - NBGP - Dewey to S. of Trinity (STA 788+00 to STA 788+00)		548	01-Aug-12	05-Sep-14	145	$0
3ANBGPDTMSRO701	Parcel #70 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPDTRO701010	Parcel #70 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPDTRO701020	Parcel #70 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPDTRO701030	Parcel #70 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPDTRO701050	Parcel #70 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPDTRO701040	Parcel #70 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPDTRO701060	Parcel #70 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPDTRO701070	Parcel #70 : Perform Review Appraisal	30	02-Apr-13	13-May-13	150	$0
3ANBGPDTRO701080	Parcel #70 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	139	$0
3ANBGPDTRO701090	Parcel #70 : Present and Negotiate Offer	90	12-Jun-13	17-Oct-13	142	$0
3ANBGPDTRO701100	Parcel #70 : Parcel closing	20	18-Oct-13	14-Nov-13	347	$0
3ANBGPDTRO701110	Parcel #70 : Condemnation Process (if required)	225	18-Oct-13	05-Sep-14	142	$0
3ANBGPDTMSRO701	Parcel #70 : Cleared for Construction	0		05-Sep-14	205	$0
Parcel #74 NBFR - Dewey to S. of trinity River (STA 788+00 to STA 804+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRDTMSRO741	Parcel #74 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRDTRO741010	Parcel #74 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRDTRO741020	Parcel #74 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRDTRO741030	Parcel #74 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBFRDTRO741050	Parcel #74 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRDTRO741040	Parcel #74 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRDTRO741060	Parcel #74 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRDTRO741070	Parcel #74 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRDTRO741080	Parcel #74 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRDTRO741090	Parcel #74 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRDTRO741100	Parcel #74 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRDTRO741110	Parcel #74 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0
3ANBFRDTMSRO741	Parcel #74 : Cleared for Construction	0		13-May-14	414	$0
Parcel #75 (TxDOT #843/844) - COMPLEX - NBGP - Dewey to S. of Trinity (STA 805+00 to STA 805+00)		548	01-Aug-12	05-Sep-14	145	$0
3ANBGPDTMSRO751	Parcel #75 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPDTRO751010	Parcel #75 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPDTRO751020	Parcel #75 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPDTRO751030	Parcel #75 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPDTRO751050	Parcel #75 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPDTRO751040	Parcel #75 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPDTRO751060	Parcel #75 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPDTRO751070	Parcel #75 : Perform Review Appraisal	30	02-Apr-13	13-May-13	150	$0
3ANBGPDTRO751080	Parcel #75 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	139	$0
3ANBGPDTRO751090	Parcel #75 : Present and Negotiate Offer	90	12-Jun-13	17-Oct-13	142	$0
3ANBGPDTRO751100	Parcel #75 : Parcel closing	20	18-Oct-13	14-Nov-13	347	$0
3ANBGPDTRO751110	Parcel #75 : Condemnation Process (if required)	225	18-Oct-13	05-Sep-14	142	$0
3ANBGPDTMSRO751	Parcel #75 : Cleared for Construction	0		05-Sep-14	205	$0
Parcel #78 NBGP - Dewey to S. of Trinity River (STA 810+00 to STA 811+00)		465	01-Aug-12	13-May-14	226	$0



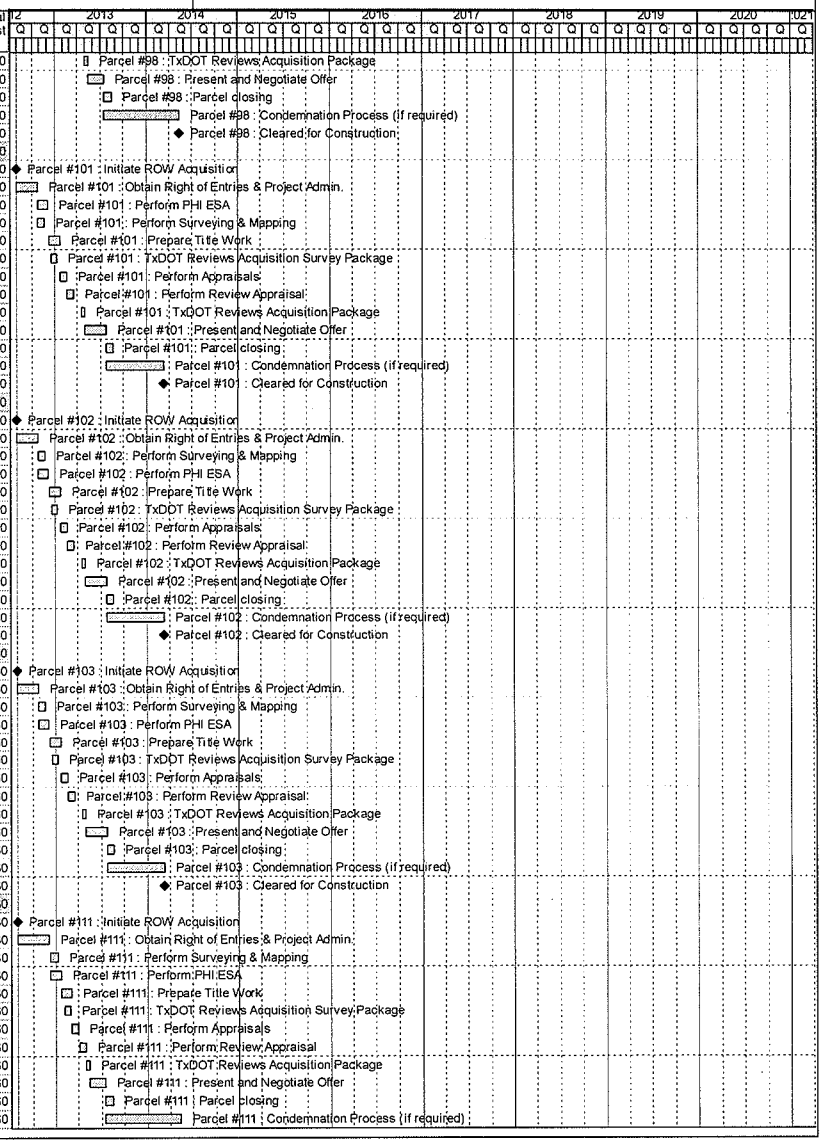
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBGPDTMSRO781	Parcel #78 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPDTRO781010	Parcel #78 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPDTRO781020	Parcel #78 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPDTRO781030	Parcel #78 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPDTRO781050	Parcel #78 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPDTRO781040	Parcel #78 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPDTRO781060	Parcel #78 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPDTRO781070	Parcel #78 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPDTRO781080	Parcel #78 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPDTRO781090	Parcel #78 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	222	$0
3ANBGPDTRO781100	Parcel #78 : Parcel closing	20	18-Jul-13	14-Aug-13	412	$0
3ANBGPDTRO781110	Parcel #78 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	222	$0
3ANBGPDTMSRO781	Parcel #78 : Cleared for Construction	0		13-May-14	320	$0
Parcel #87 NBGP - Dewey to S. of Trinity River (STA 815+00 to STA 829+00)		465	01-Aug-12	13-May-14	228	$0
3ANBGPDTMSRO871	Parcel #87 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPDTRO871010	Parcel #87 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPDTRO871020	Parcel #87 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPDTRO871030	Parcel #87 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPDTRO871050	Parcel #87 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPDTRO871040	Parcel #87 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPDTRO871060	Parcel #87 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPDTRO871070	Parcel #87 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPDTRO871080	Parcel #87 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPDTRO871090	Parcel #87 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	222	$0
3ANBGPDTRO871100	Parcel #87 : Parcel closing	20	18-Jul-13	14-Aug-13	412	$0
3ANBGPDTRO871110	Parcel #87 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	222	$0
3ANBGPDTMSRO871	Parcel #87 : Cleared for Construction	0		13-May-14	320	$0
Parcel #89 SBGP - Dewey to S. of trinity River (STA 830+00 to STA 835+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBGPDTMSRO891	Parcel #89 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPDTRO891010	Parcel #89 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPDTRO891020	Parcel #89 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBGPDTRO891030	Parcel #89 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBGPDTRO891040	Parcel #89 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBGPDTRO891050	Parcel #89 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBGPDTRO891060	Parcel #89 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBGPDTRO891070	Parcel #89 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBGPDTRO891080	Parcel #89 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBGPDTRO891090	Parcel #89 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBGPDTRO891100	Parcel #89 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBGPDTRO891110	Parcel #89 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBGPDTMSRO891	Parcel #89 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #90 SBGP - Dewey to S. of trinity River (STA 830+00 to STA 835+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBGPDTMSRO901	Parcel #90 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPDTRO901010	Parcel #90 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPDTRO901020	Parcel #90 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBGPDTRO901030	Parcel #90 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBGPDTRO901040	Parcel #90 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBGPDTRO901050	Parcel #90 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBGPDTRO901060	Parcel #90 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBGPDTRO901070	Parcel #90 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBGPDTRO901080	Parcel #90 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBGPDTRO901090	Parcel #90 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBGPDTRO901100	Parcel #90 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBGPDTRO901110	Parcel #90 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBGPDTMSRO901	Parcel #90 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #91 NBFR - Dewey to S. of trinity River (STA 830+00 to STA 835+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRDTMSRO911	Parcel #91 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRDTRO911010	Parcel #91 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRDTRO911020	Parcel #91 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRDTRO911030	Parcel #91 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRDTRO911050	Parcel #91 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRDTRO911040	Parcel #91 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRDTRO911060	Parcel #91 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRDTRO911070	Parcel #91 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRDTRO911080	Parcel #91 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRDTRO911090	Parcel #91 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRDTRO911100	Parcel #91 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRDTRO911110	Parcel #91 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0
3ANBFRDTMSRO911	Parcel #91 : Cleared for Construction	0		13-May-14	414	$0
Parcel #92 SBRP - Dewey to S. of trinity River (STA 839+00 to STA 842+00)		465	01-Aug-12	13-May-14	135	$0
3ASBRPDTMSRO921	Parcel #92 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBRPDTRO921010	Parcel #92 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ASBRPDTRO921020	Parcel #92 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBRPDTRO921030	Parcel #92 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	132	$0
3ASBRPDTRO921050	Parcel #92 : Prepare Title Work	30	22-Jan-13	04-Mar-13	132	$0
3ASBRPDTRO921040	Parcel #92 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBRPDTRO921060	Parcel #92 : Perform Appraisals	20	05-Mar-13	01-Apr-13	132	$0
3ASBRPDTRO921070	Parcel #92 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	132	$0
3ASBRPDTRO921080	Parcel #92 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	132	$0
3ASBRPDTRO921090	Parcel #92 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	132	$0
3ASBRPDTRO921100	Parcel #92 : Parcel closing	20	18-Jul-13	14-Aug-13	322	$0
3ASBRPDTRO921110	Parcel #92 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	132	$0
3ASBRPDTMSRO921	Parcel #92 : Cleared for Construction	0		13-May-14	189	$0
Parcel #95 SBGP - Dewey to S. of trinity River (STA 861+00 to STA 861+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBGPDTRO951000	Parcel #95 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPDTMSRO951	Parcel #95 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPDTRO951020	Parcel #95 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBGPDTRO951030	Parcel #95 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBGPDTRO951040	Parcel #95 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBGPDTRO951050	Parcel #95 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBGPDTRO951060	Parcel #95 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBGPDTRO951070	Parcel #95 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBGPDTRO951080	Parcel #95 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBGPDTRO951090	Parcel #95 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBGPDTRO951100	Parcel #95 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBGPDTRO951110	Parcel #95 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBGPDTMSRO951	Parcel #95 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #96 SBGP - Dewey to S. of trinity River (STA 861+00 to STA 861+00)		410	01-Aug-12	25-Feb-14	131	$0
3ASBGPDTMSRO961	Parcel #96 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ASBGPDTRO961010	Parcel #96 : Obtain Right of Entries & Project Admin	60	01-Aug-12	24-Oct-12	11	$0
3ASBGPDTRO961020	Parcel #96 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ASBGPDTRO961030	Parcel #96 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ASBGPDTRO961040	Parcel #96 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ASBGPDTRO961050	Parcel #96 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ASBGPDTRO961060	Parcel #96 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ASBGPDTRO961070	Parcel #96 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ASBGPDTRO961080	Parcel #96 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ASBGPDTRO961090	Parcel #96 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	129	$0
3ASBGPDTRO961100	Parcel #96 : Parcel closing	20	11-Jul-13	07-Aug-13	269	$0
3ASBGPDTRO961110	Parcel #96 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	129	$0
3ASBGPDTMSRO961	Parcel #96 : Cleared for Construction	0		25-Feb-14	183	$0
Parcel #98 SBFR - Dewey to S. of trinity River (STA 862+00 to STA 862+00)		465	01-Aug-12	13-May-14	135	$0
3ASBFRDTMSRO981	Parcel #98 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBFRDTRO981010	Parcel #98 : Obtain Right of Entries & Project Admin	90	01-Aug-12	06-Dec-12	31	$0
3ASBFRDTRO981020	Parcel #98 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBFRDTRO981030	Parcel #98 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	132	$0
3ASBFRDTRO981050	Parcel #98 : Prepare Title Work	30	22-Jan-13	04-Mar-13	132	$0
3ASBFRDTRO981040	Parcel #98 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBFRDTRO981060	Parcel #98 : Perform Appraisals	20	05-Mar-13	01-Apr-13	132	$0
3ASBFRDTRO981070	Parcel #98 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	132	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBFRDTRO981080	Parcel #98 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	132	$0
3ASBFRDTRO981090	Parcel #98 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	132	$0
3ASBFRDTRO981100	Parcel #98 : Parcel closing	20	18-Jul-13	14-Aug-13	322	$0
3ASBFRDTRO981110	Parcel #98 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	132	$0
3ASBFRDTMSRO981	Parcel #98 : Cleared for Construction	0		13-May-14	189	$0
Parcel #101 SBFR - S. of trinity River to IH 30 (STA 863+00 to STA 863+00)		420	01-Aug-12	11-Mar-14	167	$0
3ASBFRSIMSRO1011	Parcel #101 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ASBFRSIRO1011010	Parcel #101 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ASBFRSIRO1011030	Parcel #101 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1011020	Parcel #101 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ASBFRSIRO1011050	Parcel #101 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ASBFRSIRO1011040	Parcel #101 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRSIRO1011060	Parcel #101 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ASBFRSIRO1011070	Parcel #101 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ASBFRSIRO1011080	Parcel #101 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ASBFRSIRO1011090	Parcel #101 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	164	$0
3ASBFRSIRO1011100	Parcel #101 : Parcel closing	20	25-Jul-13	21-Aug-13	304	$0
3ASBFRSIRO1011110	Parcel #101 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	164	$0
3ASBFRSIMSRO1011	Parcel #101 : Cleared for Construction	0		11-Mar-14	233	$0
Parcel #102 SBFR - S. of trinity River to IH 30 (STA 864+00 to STA 864+00)		420	01-Aug-12	11-Mar-14	167	$0
3ASBFRSIMSRO1021	Parcel #102 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ASBFRSIRO1021010	Parcel #102 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ASBFRSIRO1021020	Parcel #102 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ASBFRSIRO1021030	Parcel #102 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1021050	Parcel #102 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ASBFRSIRO1021040	Parcel #102 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRSIRO1021060	Parcel #102 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ASBFRSIRO1021070	Parcel #102 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ASBFRSIRO1021080	Parcel #102 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ASBFRSIRO1021090	Parcel #102 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	164	$0
3ASBFRSIRO1021100	Parcel #102 : Parcel closing	20	25-Jul-13	21-Aug-13	304	$0
3ASBFRSIRO1021110	Parcel #102 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	164	$0
3ASBFRSIMSRO1021	Parcel #102 : Cleared for Construction	0		11-Mar-14	233	$0
Parcel #103 SBFR - S. of trinity River to IH 30 (STA 865+00 to STA 865+00)		420	01-Aug-12	11-Mar-14	167	$0
3ASBFRSIMSRO1031	Parcel #103 : Initiate ROW Acquisition	0	01-Aug-12		42	$0
3ASBFRSIRO1031010	Parcel #103 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	29	$0
3ASBFRSIRO1031020	Parcel #103 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	29	$0
3ASBFRSIRO1031030	Parcel #103 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	31	$0
3ASBFRSIRO1031050	Parcel #103 : Prepare Title Work	30	07-Dec-12	21-Jan-13	31	$0
3ASBFRSIRO1031040	Parcel #103 : TxDOT Reviews Acquisition Survey Package	15	17-Dec-12	10-Jan-13	11	$0
3ASBFRSIRO1031060	Parcel #103 : Perform Appraisals	20	22-Jan-13	18-Feb-13	31	$0
3ASBFRSIRO1031070	Parcel #103 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	31	$0
3ASBFRSIRO1031080	Parcel #103 : TxDOT Reviews Acquisition Package	10	16-Apr-13	29-Apr-13	11	$0
3ASBFRSIRO1031090	Parcel #103 : Present and Negotiate Offer	60	30-Apr-13	24-Jul-13	164	$0
3ASBFRSIRO1031100	Parcel #103 : Parcel closing	20	25-Jul-13	21-Aug-13	304	$0
3ASBFRSIRO1031110	Parcel #103 : Condemnation Process (if required)	160	25-Jul-13	11-Mar-14	164	$0
3ASBFRSIMSRO1031	Parcel #103 : Cleared for Construction	0		11-Mar-14	233	$0
Parcel #111 NBFR - S. of trinity River to IH 30 (STA 867+00 to STA 871+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRSIMSRO1111	Parcel #111 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRSIRO1111010	Parcel #111 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRSIRO1111020	Parcel #111 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRSIRO1111030	Parcel #111 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBFRSIRO1111050	Parcel #111 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRSIRO1111040	Parcel #111 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRSIRO1111060	Parcel #111 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRSIRO1111070	Parcel #111 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRSIRO1111080	Parcel #111 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRSIRO1111090	Parcel #111 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRSIRO1111100	Parcel #111 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRSIRO1111110	Parcel #111 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0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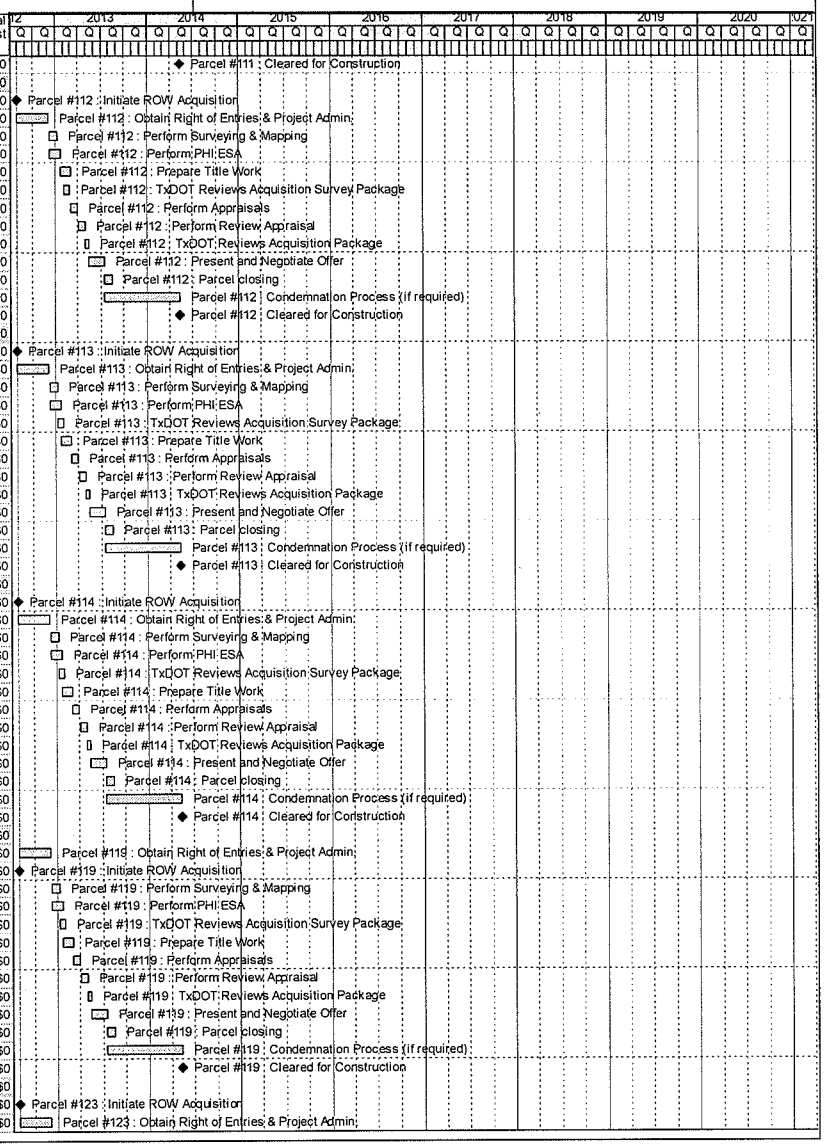
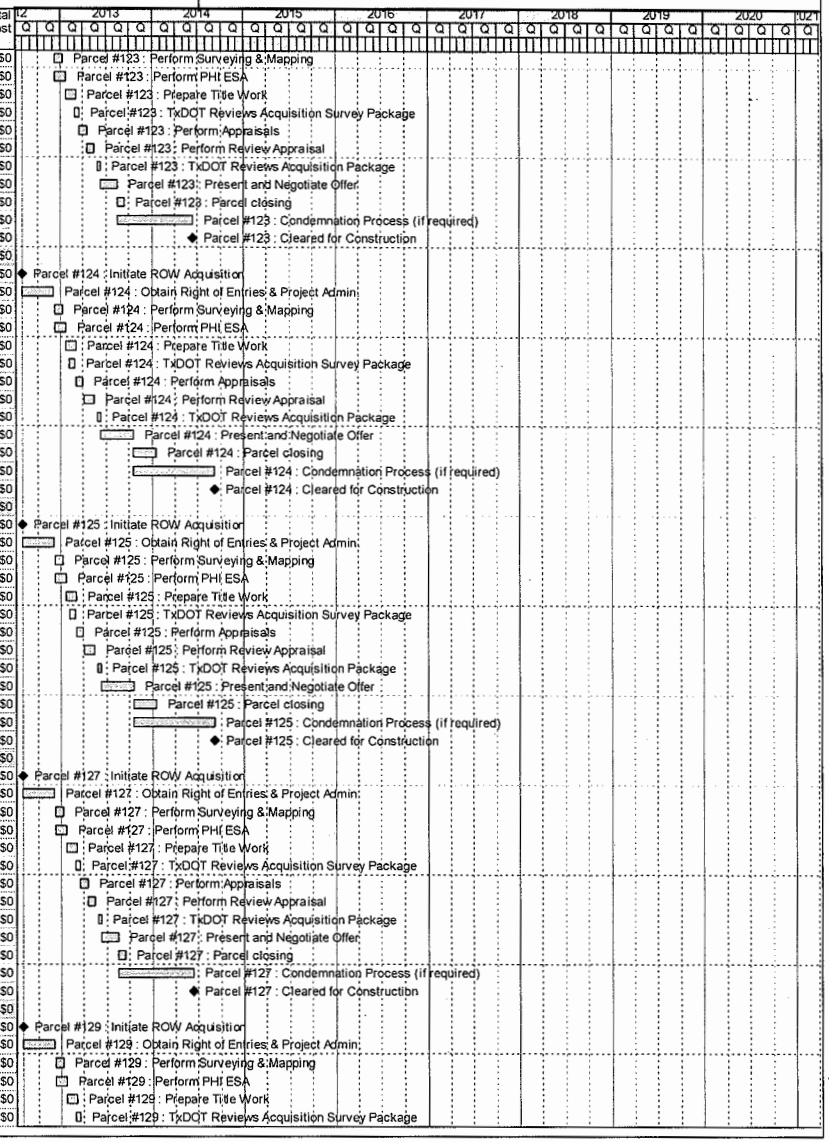
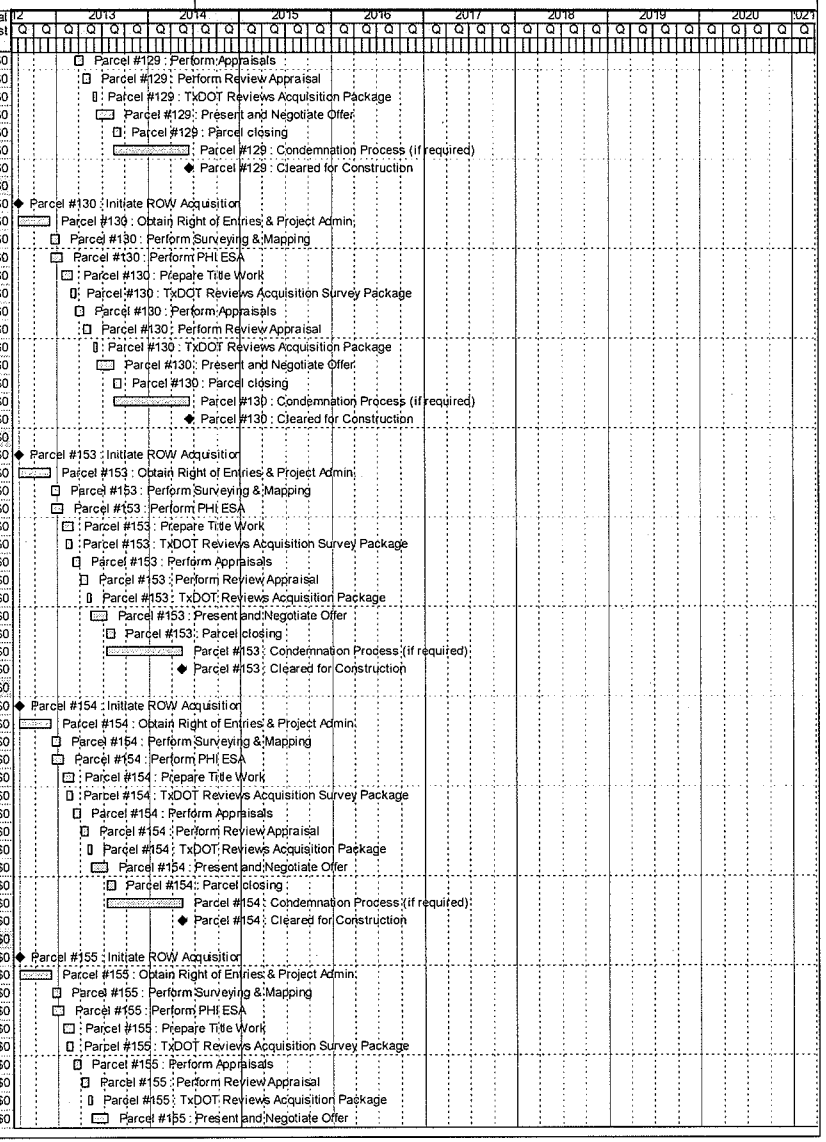
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRSIMSRO1111	Parcel #111 : Cleared for Construction	0		13-May-14	414	$0
Parcel #112 NBFR - S. of trinity River to IH 30 (STA 871+00 to STA 876+00)		465	01-Aug-12	13-May-14	296	$0
3ANBFRSIMSRO1121	Parcel #112 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBFRSIRO1121010	Parcel #112 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBFRSIRO1121020	Parcel #112 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBFRSIRO1121030	Parcel #112 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBFRSIRO1121050	Parcel #112 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBFRSIRO1121040	Parcel #112 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBFRSIRO1121060	Parcel #112 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBFRSIRO1121070	Parcel #112 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBFRSIRO1121080	Parcel #112 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBFRSIRO1121090	Parcel #112 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	289	$0
3ANBFRSIRO1121100	Parcel #112 : Parcel closing	20	18-Jul-13	14-Aug-13	479	$0
3ANBFRSIRO1121110	Parcel #112 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	289	$0
3ANBFRSIMSRO1121	Parcel #112 : Cleared for Construction	0		13-May-14	414	$0
Parcel #113 SBFR - S. of trinity River to IH 30 (STA 870+00 to STA 870+00)		465	01-Aug-12	13-May-14	122	$0
3ASBFRSIMSRO1131	Parcel #113 : Initiate ROW Acquisition	0	01-Aug-12		21	$0
3ASBFRSIRO1131010	Parcel #113 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	15	$0
3ASBFRSIRO1131020	Parcel #113 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	15	$0
3ASBFRSIRO1131030	Parcel #113 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	119	$0
3ASBFRSIRO1131040	Parcel #113 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1131050	Parcel #113 : Prepare Title Work	30	22-Jan-13	04-Mar-13	119	$0
3ASBFRSIRO1131060	Parcel #113 : Perform Appraisals	20	05-Mar-13	01-Apr-13	119	$0
3ASBFRSIRO1131070	Parcel #113 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	119	$0
3ASBFRSIRO1131080	Parcel #113 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	119	$0
3ASBFRSIRO1131090	Parcel #113 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	119	$0
3ASBFRSIRO1131100	Parcel #113 : Parcel closing	20	18-Jul-13	14-Aug-13	309	$0
3ASBFRSIRO1131110	Parcel #113 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	119	$0
3ASBFRSIMSRO1131	Parcel #113 : Cleared for Construction	0		13-May-14	170	$0
Parcel #114 SBFR - S. of trinity River to IH 30 (STA 871+00 to STA 871+00)		465	01-Aug-12	13-May-14	122	$0
3ASBFRSIMSRO1141	Parcel #114 : Initiate ROW Acquisition	0	01-Aug-12		21	$0
3ASBFRSIRO1141010	Parcel #114 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	15	$0
3ASBFRSIRO1141020	Parcel #114 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	15	$0
3ASBFRSIRO1141030	Parcel #114 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	119	$0
3ASBFRSIRO1141040	Parcel #114 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1141050	Parcel #114 : Prepare Title Work	30	22-Jan-13	04-Mar-13	119	$0
3ASBFRSIRO1141060	Parcel #114 : Perform Appraisals	20	05-Mar-13	01-Apr-13	119	$0
3ASBFRSIRO1141070	Parcel #114 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	119	$0
3ASBFRSIRO1141080	Parcel #114 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	119	$0
3ASBFRSIRO1141090	Parcel #114 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	119	$0
3ASBFRSIRO1141100	Parcel #114 : Parcel closing	20	18-Jul-13	14-Aug-13	309	$0
3ASBFRSIRO1141110	Parcel #114 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	119	$0
3ASBFRSIMSRO1141	Parcel #114 : Cleared for Construction	0		13-May-14	170	$0
Parcel #119 SBFR - S. of trinity River to IH 30 (STA 881+00 to STA 884+00)		465	01-Aug-12	13-May-14	122	$0
3ASBFRSIRO1191000	Parcel #119 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	15	$0
3ASBFRSIMSRO1191	Parcel #119 : Initiate ROW Acquisition	0	01-Aug-12		21	$0
3ASBFRSIRO1191020	Parcel #119 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	15	$0
3ASBFRSIRO1191030	Parcel #119 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	119	$0
3ASBFRSIRO1191040	Parcel #119 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO1191050	Parcel #119 : Prepare Title Work	30	22-Jan-13	04-Mar-13	119	$0
3ASBFRSIRO1191060	Parcel #119 : Perform Appraisals	20	05-Mar-13	01-Apr-13	119	$0
3ASBFRSIRO1191070	Parcel #119 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	119	$0
3ASBFRSIRO1191080	Parcel #119 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	119	$0
3ASBFRSIRO1191090	Parcel #119 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	119	$0
3ASBFRSIRO1191100	Parcel #119 : Parcel closing	20	18-Jul-13	14-Aug-13	309	$0
3ASBFRSIRO1191110	Parcel #119 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	119	$0
3ASBFRSIMSRO1191	Parcel #119 : Cleared for Construction	0		13-May-14	170	$0
Parcel #123 SBGP - S. of trinity River to IH 30 (STA 900+00 to STA 903+00)		486	01-Aug-12	11-Jun-14	444	$0
3ASBGPSIMSRO1231	Parcel #123 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ASBGPSIRO1231010	Parcel #123 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	46	$0



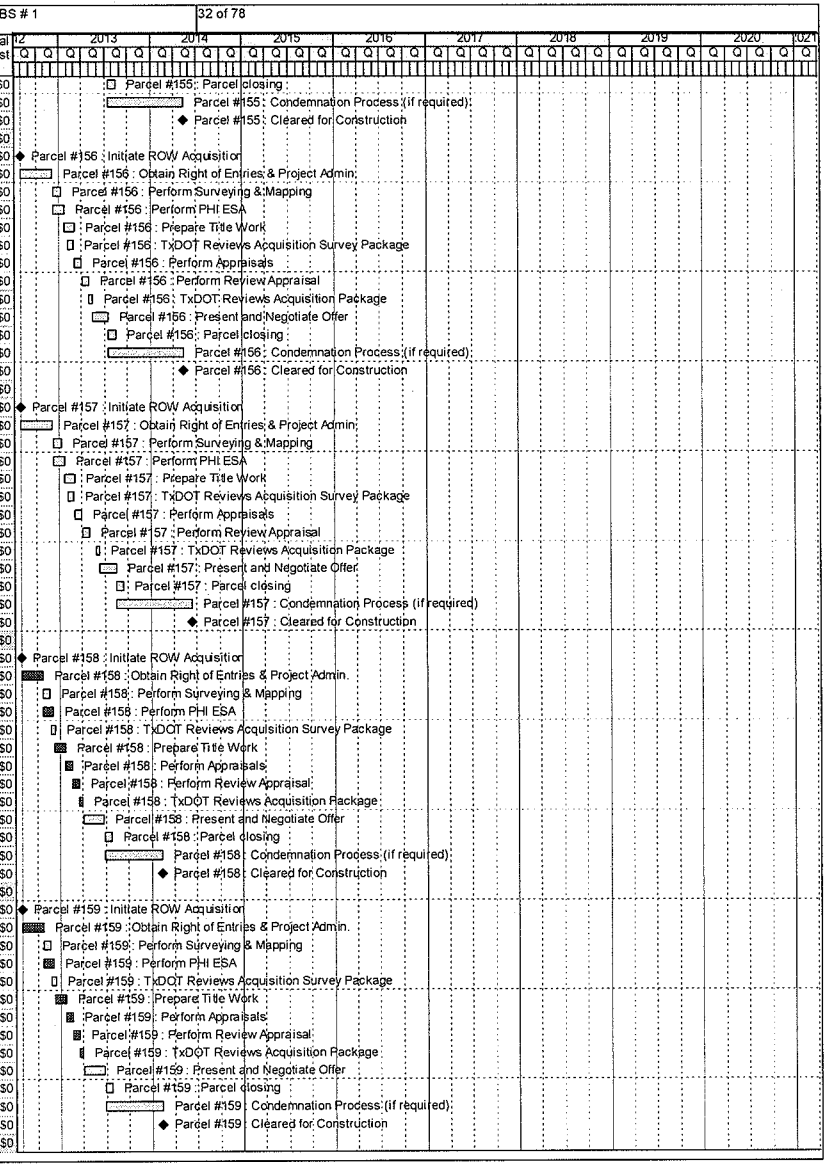
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPSIRO1231020	Parcel #123 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ASBGPSIRO1231030	Parcel #123 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	453	$0
3ASBGPSIRO1231050	Parcel #123 : Prepare Title Work	30	22-Jan-13	04-Mar-13	453	$0
3ASBGPSIRO1231040	Parcel #123 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ASBGPSIRO1231060	Parcel #123 : Perform Appraisals	20	19-Mar-13	15-Apr-13	443	$0
3ASBGPSIRO1231070	Parcel #123 : Perform Review Appraisal	20	16-Apr-13	13-May-13	443	$0
3ASBGPSIRO1231080	Parcel #123 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	424	$0
3ASBGPSIRO1231090	Parcel #123 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	434	$0
3ASBGPSIRO1231100	Parcel #123 : Parcel closing	20	15-Aug-13	12-Sep-13	624	$0
3ASBGPSIRO1231110	Parcel #123 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	434	$0
3ASBGPSIMSRO1231	Parcel #123 : Cleared for Construction	0		11-Jun-14	622	$0
Parcel #124 (TxDOT #---) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 903+00 to STA 910+00)		548	01-Aug-12	05-Sep-14	382	$0
3ASBGPSIMSRO1241	Parcel #124 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBGPSIRO1241010	Parcel #124 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBGPSIRO1241020	Parcel #124 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBGPSIRO1241030	Parcel #124 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	383	$0
3ASBGPSIRO1241050	Parcel #124 : Prepare Title Work	30	22-Jan-13	04-Mar-13	383	$0
3ASBGPSIRO1241040	Parcel #124 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBGPSIRO1241060	Parcel #124 : Perform Appraisals	20	05-Mar-13	01-Apr-13	383	$0
3ASBGPSIRO1241070	Parcel #124 : Perform Review Appraisal	30	02-Apr-13	13-May-13	383	$0
3ASBGPSIRO1241080	Parcel #124 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	368	$0
3ASBGPSIRO1241090	Parcel #124 : Present and Negotiate Offer	90	12-Jun-13	17-Oct-13	374	$0
3ASBGPSIRO1241100	Parcel #124 : Parcel closing	60	18-Oct-13	14-Jan-14	539	$0
3ASBGPSIRO1241110	Parcel #124 : Condemnation Process (if required)	225	18-Oct-13	05-Sep-14	374	$0
3ASBGPSIMSRO1241	Parcel #124 : Cleared for Construction	0		05-Sep-14	536	$0
Parcel #125 (TxDOT #896) - COMPLEX - SBGP - S. of Trinity to IH 30 (STA 912+00 to STA 912+00)		548	01-Aug-12	05-Sep-14	382	$0
3ASBGPSIMSRO1251	Parcel #125 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBGPSIRO1251010	Parcel #125 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBGPSIRO1251020	Parcel #125 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBGPSIRO1251030	Parcel #125 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	383	$0
3ASBGPSIRO1251050	Parcel #125 : Prepare Title Work	30	22-Jan-13	04-Mar-13	383	$0
3ASBGPSIRO1251040	Parcel #125 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBGPSIRO1251060	Parcel #125 : Perform Appraisals	20	05-Mar-13	01-Apr-13	383	$0
3ASBGPSIRO1251070	Parcel #125 : Perform Review Appraisal	30	02-Apr-13	13-May-13	383	$0
3ASBGPSIRO1251080	Parcel #125 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	368	$0
3ASBGPSIRO1251090	Parcel #125 : Present and Negotiate Offer	90	12-Jun-13	17-Oct-13	374	$0
3ASBGPSIRO1251100	Parcel #125 : Parcel closing	60	18-Oct-13	14-Jan-14	539	$0
3ASBGPSIRO1251110	Parcel #125 : Condemnation Process (if required)	225	18-Oct-13	05-Sep-14	374	$0
3ASBGPSIMSRO1251	Parcel #125 : Cleared for Construction	0		05-Sep-14	536	$0
Parcel #127 SBGP - S. of Trinity River to IH 30 (STA 916+00 to STA 916+00)		486	01-Aug-12	11-Jun-14	444	$0
3ASBGPSIMSRO1271	Parcel #127 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ASBGPSIRO1271010	Parcel #127 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	46	$0
3ASBGPSIRO1271020	Parcel #127 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ASBGPSIRO1271030	Parcel #127 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	453	$0
3ASBGPSIRO1271050	Parcel #127 : Prepare Title Work	30	22-Jan-13	04-Mar-13	453	$0
3ASBGPSIRO1271040	Parcel #127 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ASBGPSIRO1271060	Parcel #127 : Perform Appraisals	20	19-Mar-13	15-Apr-13	443	$0
3ASBGPSIRO1271070	Parcel #127 : Perform Review Appraisal	20	16-Apr-13	13-May-13	443	$0
3ASBGPSIRO1271080	Parcel #127 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	424	$0
3ASBGPSIRO1271090	Parcel #127 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	434	$0
3ASBGPSIRO1271100	Parcel #127 : Parcel closing	20	15-Aug-13	12-Sep-13	624	$0
3ASBGPSIRO1271110	Parcel #127 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	434	$0
3ASBGPSIMSRO1271	Parcel #127 : Cleared for Construction	0		11-Jun-14	622	$0
Parcel #129 SBGP - S. of Trinity River to IH 30 (STA 918+00 to STA 918+00)		486	01-Aug-12	11-Jun-14	444	$0
3ASBGPSIMSRO1291	Parcel #129 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ASBGPSIRO1291010	Parcel #129 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	46	$0
3ASBGPSIRO1291020	Parcel #129 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ASBGPSIRO1291030	Parcel #129 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	453	$0
3ASBGPSIRO1291050	Parcel #129 : Prepare Title Work	30	22-Jan-13	04-Mar-13	453	$0
3ASBGPSIRO1291040	Parcel #129 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0



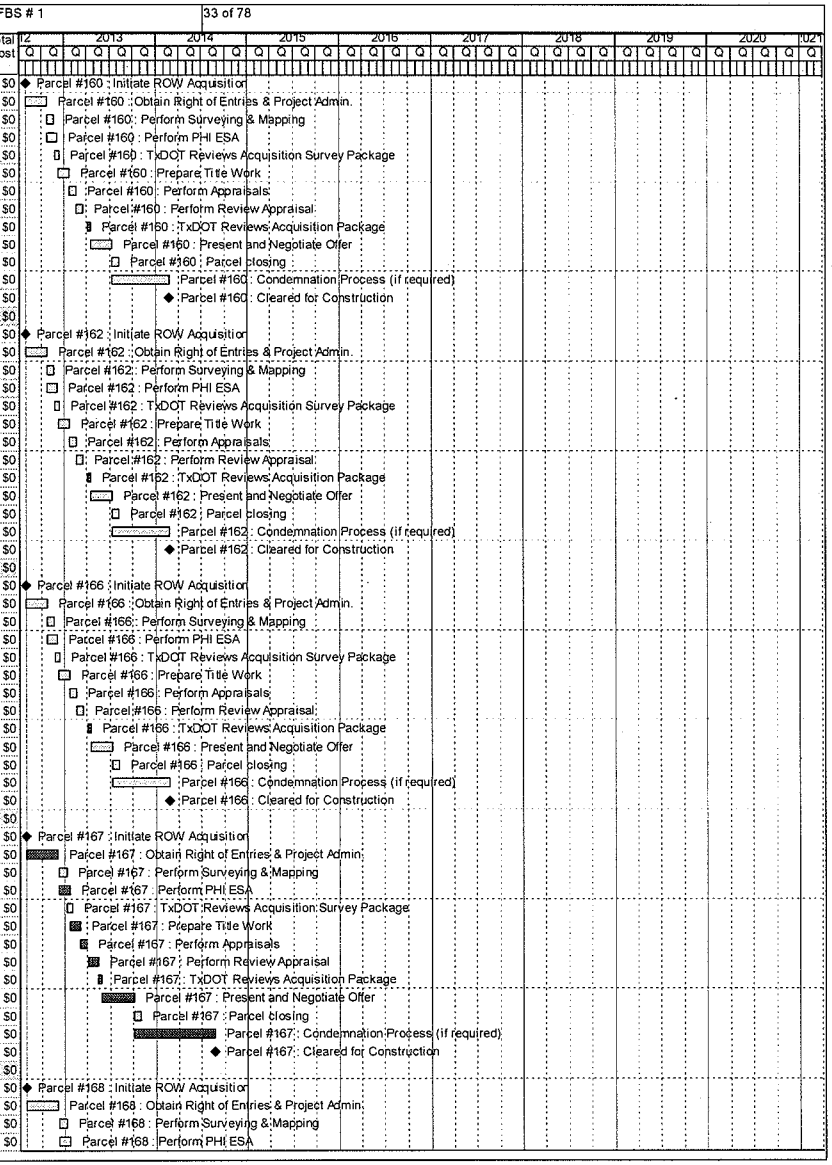
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBGPSIRO1291060	Parcel #129 : Perform Appraisals	20	19-Mar-13	15-Apr-13	443	$0
3ASBGPSIRO1291070	Parcel #129 : Perform Review Appraisal	20	16-Apr-13	13-May-13	443	$0
3ASBGPSIRO1291080	Parcel #129 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	424	$0
3ASBGPSIRO1291090	Parcel #129 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	434	$0
3ASBGPSIRO1291100	Parcel #129 : Parcel closing	20	15-Aug-13	12-Sep-13	624	$0
3ASBGPSIRO1291110	Parcel #129 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	434	$0
3ASBGPSIMSRO1291	Parcel #129 : Cleared for Construction	0		11-Jun-14	622	$0
Parcel #130 SBGP - S. of Trinity River to IH 30 (STA 918+00 to STA 923+00)		486	01-Aug-12	11-Jun-14	444	$0
3ASBGPSIMSRO1301	Parcel #130 : Initiate ROW Acquisition	0	01-Aug-12		65	$0
3ASBGPSIRO1301010	Parcel #130 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	46	$0
3ASBGPSIRO1301020	Parcel #130 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	46	$0
3ASBGPSIRO1301030	Parcel #130 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	453	$0
3ASBGPSIRO1301050	Parcel #130 : Prepare Title Work	30	22-Jan-13	04-Mar-13	453	$0
3ASBGPSIRO1301040	Parcel #130 : TxDOT Reviews Acquisition Survey Package	15	26-Feb-13	18-Mar-13	11	$0
3ASBGPSIRO1301060	Parcel #130 : Perform Appraisals	20	19-Mar-13	15-Apr-13	443	$0
3ASBGPSIRO1301070	Parcel #130 : Perform Review Appraisal	20	16-Apr-13	13-May-13	443	$0
3ASBGPSIRO1301080	Parcel #130 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	424	$0
3ASBGPSIRO1301090	Parcel #130 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	434	$0
3ASBGPSIRO1301100	Parcel #130 : Parcel closing	20	15-Aug-13	12-Sep-13	624	$0
3ASBGPSIRO1301110	Parcel #130 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	434	$0
3ASBGPSIMSRO1301	Parcel #130 : Cleared for Construction	0		11-Jun-14	622	$0
Parcel #153 NBGP - S. of Trinity River to IH 30 (STA 925+00 to STA 925+00)		465	01-Aug-12	13-May-14	432	$0
3ANBGPSIMSRO1531	Parcel #153 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1531010	Parcel #153 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1531020	Parcel #153 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1531030	Parcel #153 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPSIRO1531050	Parcel #153 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPSIRO1531040	Parcel #153 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1531060	Parcel #153 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPSIRO1531070	Parcel #153 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPSIRO1531080	Parcel #153 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPSIRO1531090	Parcel #153 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	421	$0
3ANBGPSIRO1531100	Parcel #153 : Parcel closing	20	18-Jul-13	14-Aug-13	611	$0
3ANBGPSIRO1531110	Parcel #153 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	421	$0
3ANBGPSIMSRO1531	Parcel #153 : Cleared for Construction	0		13-May-14	604	$0
Parcel #154 NBGP - S. of Trinity River to IH 30 (STA 924+00 to STA 924+00)		465	01-Aug-12	13-May-14	432	$0
3ANBGPSIMSRO1541	Parcel #154 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1541010	Parcel #154 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1541020	Parcel #154 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1541030	Parcel #154 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPSIRO1541050	Parcel #154 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPSIRO1541040	Parcel #154 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1541060	Parcel #154 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPSIRO1541070	Parcel #154 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPSIRO1541080	Parcel #154 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPSIRO1541090	Parcel #154 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	421	$0
3ANBGPSIRO1541100	Parcel #154 : Parcel closing	20	18-Jul-13	14-Aug-13	611	$0
3ANBGPSIRO1541110	Parcel #154 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	421	$0
3ANBGPSIMSRO1541	Parcel #154 : Cleared for Construction	0		13-May-14	604	$0
Parcel #155 NBGP - S. of Trinity River to IH 30 (STA 924+00 to STA 922+00)		465	01-Aug-12	13-May-14	432	$0
3ANBGPSIMSRO1551	Parcel #155 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1551010	Parcel #155 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1551020	Parcel #155 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1551030	Parcel #155 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPSIRO1551050	Parcel #155 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPSIRO1551040	Parcel #155 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1551060	Parcel #155 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPSIRO1551070	Parcel #155 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPSIRO1551080	Parcel #155 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPSIRO1551090	Parcel #155 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	421	$0



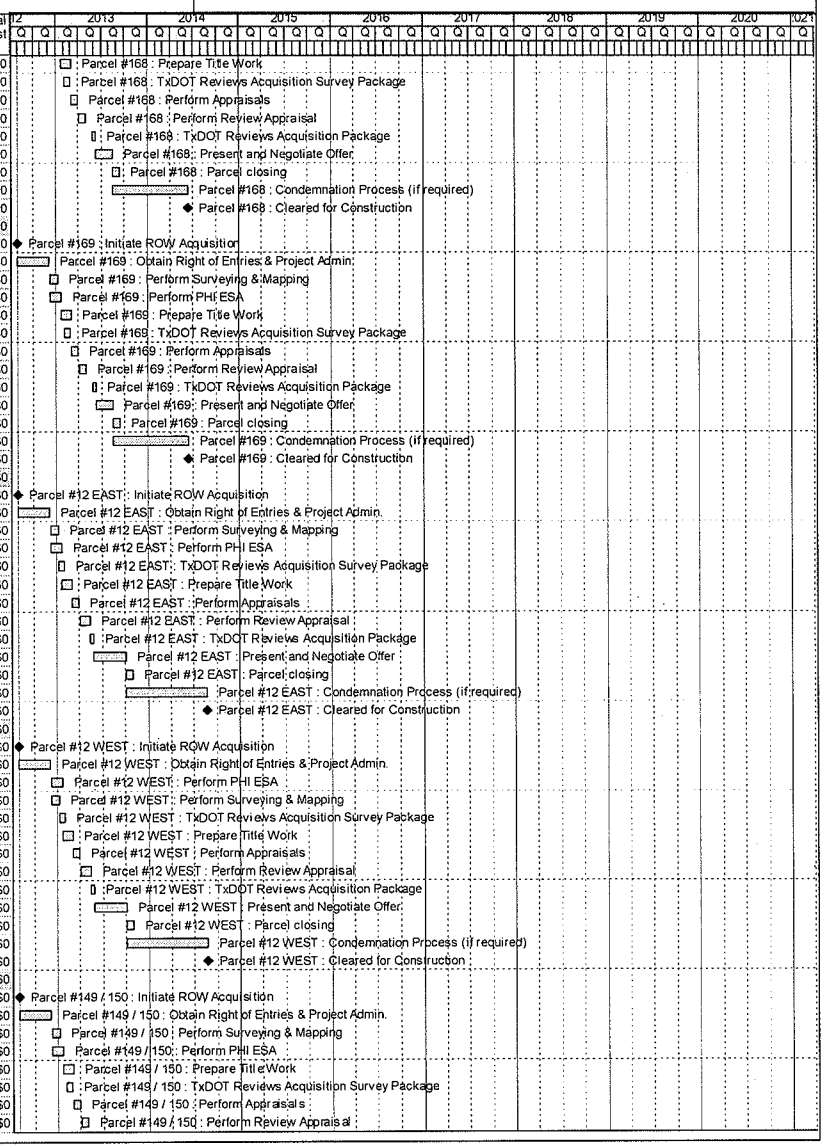
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBGPSIRO1551100	Parcel #155 : Parcel closing	20	18-Jul-13	14-Aug-13	611	$0
3ANBGPSIRO1551110	Parcel #155 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	421	$0
3ANBGPSIMSRO1551	Parcel #155 : Cleared for Construction	0		13-May-14	604	$0
Parcel #156 NBGP - S. of Trinity River to IH 30 (STA 920+00 to STA 920+00)		465	01-Aug-12	13-May-14	432	$0
3ANBGPSIMSRO1561	Parcel #156 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1561010	Parcel #156 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1561020	Parcel #156 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1561030	Parcel #156 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	150	$0
3ANBGPSIRO1561050	Parcel #156 : Prepare Title Work	30	22-Jan-13	04-Mar-13	150	$0
3ANBGPSIRO1561040	Parcel #156 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1561060	Parcel #156 : Perform Appraisals	20	05-Mar-13	01-Apr-13	150	$0
3ANBGPSIRO1561070	Parcel #156 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	150	$0
3ANBGPSIRO1561080	Parcel #156 : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	149	$0
3ANBGPSIRO1561090	Parcel #156 : Present and Negotiate Offer	45	14-May-13	17-Jul-13	421	$0
3ANBGPSIRO1561100	Parcel #156 : Parcel closing	20	18-Jul-13	14-Aug-13	611	$0
3ANBGPSIRO1561110	Parcel #156 : Condemnation Process (if required)	210	18-Jul-13	13-May-14	421	$0
3ANBGPSIMSRO1561	Parcel #156 : Cleared for Construction	0		13-May-14	604	$0
Parcel #157 NBGP - S. of Trinity River to IH 30 (STA 919+00 to STA 919+00)		486	01-Aug-12	11-Jun-14	411	$0
3ANBGPSIMSRO1571	Parcel #157 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1571010	Parcel #157 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1571020	Parcel #157 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1571030	Parcel #157 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	419	$0
3ANBGPSIRO1571050	Parcel #157 : Prepare Title Work	30	22-Jan-13	04-Mar-13	419	$0
3ANBGPSIRO1571040	Parcel #157 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1571060	Parcel #157 : Perform Appraisals	20	05-Mar-13	01-Apr-13	419	$0
3ANBGPSIRO1571070	Parcel #157 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	419	$0
3ANBGPSIRO1571080	Parcel #157 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	393	$0
3ANBGPSIRO1571090	Parcel #157 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	401	$0
3ANBGPSIRO1571100	Parcel #157 : Parcel closing	20	15-Aug-13	12-Sep-13	591	$0
3ANBGPSIRO1571110	Parcel #157 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	401	$0
3ANBGPSIMSRO1571	Parcel #157 : Cleared for Construction	0		11-Jun-14	575	$0
Parcel #158 NBFR - S. of Trinity River to IH 30 (STA 918+00 to STA 918+00)		400	01-Aug-12	11-Feb-14	138	$0
3ANBFRSIMSRO1581	Parcel #158 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1581010	Parcel #158 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	1	$0
3ANBFRSIRO1581020	Parcel #158 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ANBFRSIRO1581030	Parcel #158 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	1	$0
3ANBFRSIRO1581040	Parcel #158 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRSIRO1581050	Parcel #158 : Prepare Title Work	30	07-Dec-12	21-Jan-13	1	$0
3ANBFRSIRO1581060	Parcel #158 : Perform Appraisals	20	22-Jan-13	18-Feb-13	1	$0
3ANBFRSIRO1581070	Parcel #158 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	1	$0
3ANBFRSIRO1581080	Parcel #158 : TxDOT Reviews Acquisition Package	10	19-Mar-13	01-Apr-13	1	$0
3ANBFRSIRO1581090	Parcel #158 : Present and Negotiate Offer	60	02-Apr-13	25-Jun-13	136	$0
3ANBFRSIRO1581100	Parcel #158 : Parcel closing	20	26-Jun-13	24-Jul-13	276	$0
3ANBFRSIRO1581110	Parcel #158 : Condemnation Process (if required)	160	26-Jun-13	11-Feb-14	136	$0
3ANBFRSIMSRO1581	Parcel #158 : Cleared for Construction	0		11-Feb-14	194	$0
Parcel #159 NBFR - S. of Trinity River to IH 30 (STA 916+00 to STA 916+00)		400	01-Aug-12	11-Feb-14	138	$0
3ANBFRSIMSRO1591	Parcel #159 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1591010	Parcel #159 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	1	$0
3ANBFRSIRO1591020	Parcel #159 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	11	$0
3ANBFRSIRO1591030	Parcel #159 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	1	$0
3ANBFRSIRO1591040	Parcel #159 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRSIRO1591050	Parcel #159 : Prepare Title Work	30	07-Dec-12	21-Jan-13	1	$0
3ANBFRSIRO1591060	Parcel #159 : Perform Appraisals	20	22-Jan-13	18-Feb-13	1	$0
3ANBFRSIRO1591070	Parcel #159 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	1	$0
3ANBFRSIRO1591080	Parcel #159 : TxDOT Reviews Acquisition Package	10	19-Mar-13	01-Apr-13	1	$0
3ANBFRSIRO1591090	Parcel #159 : Present and Negotiate Offer	60	02-Apr-13	25-Jun-13	136	$0
3ANBFRSIRO1591100	Parcel #159 : Parcel closing	20	26-Jun-13	24-Jul-13	276	$0
3ANBFRSIRO1591110	Parcel #159 : Condemnation Process (if required)	160	26-Jun-13	11-Feb-14	136	$0
3ANBFRSIMSRO1591	Parcel #159 : Cleared for Construction	0		11-Feb-14	194	$0
Parcel #160 NBFR - S. of Trinity River to IH 30 (STA 915+00 to STA 915+00)		410	01-Aug-12	25-Feb-14	128	$0



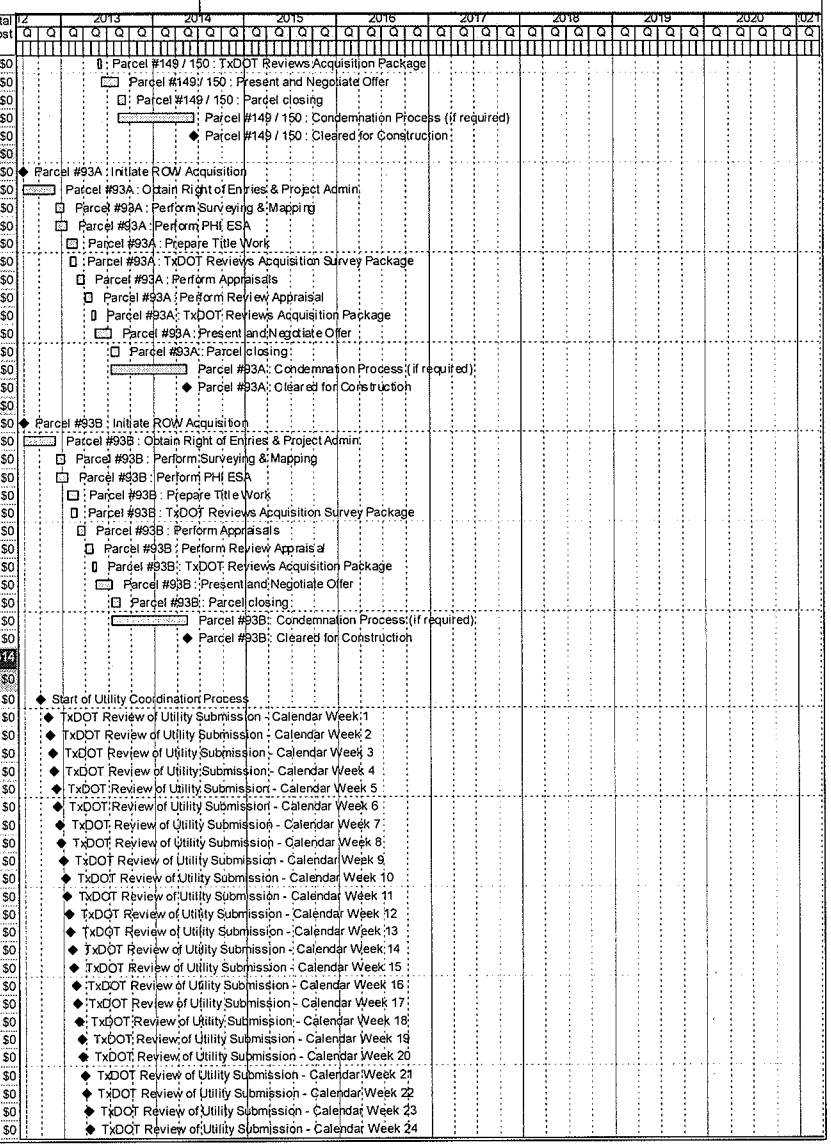
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBFRSIMSRO1601	Parcel #160 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRSIRO1601010	Parcel #160 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRSIRO1601020	Parcel #160 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRSIRO1601030	Parcel #160 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRSIRO1601040	Parcel #160 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRSIRO1601050	Parcel #160 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRSIRO1601060	Parcel #160 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRSIRO1601070	Parcel #160 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRSIRO1601080	Parcel #160 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRSIRO1601090	Parcel #160 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	126	$0
3ANBFRSIRO1601100	Parcel #160 : Parcel closing	20	11-Jul-13	07-Aug-13	266	$0
3ANBFRSIRO1601110	Parcel #160 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	126	$0
3ANBFRSIMSRO1601	Parcel #160 : Cleared for Construction	0		25-Feb-14	180	$0
Parcel #162 NBFR - S. of Trinity River to IH 30 (STA 914+00 to STA 914+00)		410	01-Aug-12	25-Feb-14	128	$0
3ANBFRSIMSRO1621	Parcel #162 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRSIRO1621010	Parcel #162 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRSIRO1621020	Parcel #162 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRSIRO1621030	Parcel #162 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRSIRO1621040	Parcel #162 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRSIRO1621050	Parcel #162 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRSIRO1621060	Parcel #162 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRSIRO1621070	Parcel #162 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRSIRO1621080	Parcel #162 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRSIRO1621090	Parcel #162 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	126	$0
3ANBFRSIRO1621100	Parcel #162 : Parcel closing	20	11-Jul-13	07-Aug-13	266	$0
3ANBFRSIRO1621110	Parcel #162 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	126	$0
3ANBFRSIMSRO1621	Parcel #162 : Cleared for Construction	0		25-Feb-14	180	$0
Parcel #166 NBFR - S. of Trinity River to IH 30 (STA 910+00 to STA 908+00)		410	01-Aug-12	25-Feb-14	128	$0
3ANBFRSIMSRO1661	Parcel #166 : Initiate ROW Acquisition	0	01-Aug-12		15	$0
3ANBFRSIRO1661010	Parcel #166 : Obtain Right of Entries & Project Admin.	60	01-Aug-12	24-Oct-12	11	$0
3ANBFRSIRO1661020	Parcel #166 : Perform Surveying & Mapping	20	25-Oct-12	21-Nov-12	12	$0
3ANBFRSIRO1661030	Parcel #166 : Perform PHI ESA	30	25-Oct-12	06-Dec-12	11	$0
3ANBFRSIRO1661040	Parcel #166 : TxDOT Reviews Acquisition Survey Package	15	26-Nov-12	14-Dec-12	11	$0
3ANBFRSIRO1661050	Parcel #166 : Prepare Title Work	30	07-Dec-12	21-Jan-13	11	$0
3ANBFRSIRO1661060	Parcel #166 : Perform Appraisals	20	22-Jan-13	18-Feb-13	11	$0
3ANBFRSIRO1661070	Parcel #166 : Perform Review Appraisal	20	19-Feb-13	18-Mar-13	11	$0
3ANBFRSIRO1661080	Parcel #166 : TxDOT Reviews Acquisition Package	10	02-Apr-13	15-Apr-13	1	$0
3ANBFRSIRO1661090	Parcel #166 : Present and Negotiate Offer	60	16-Apr-13	10-Jul-13	126	$0
3ANBFRSIRO1661100	Parcel #166 : Parcel closing	20	11-Jul-13	07-Aug-13	266	$0
3ANBFRSIRO1661110	Parcel #166 : Condemnation Process (if required)	160	11-Jul-13	25-Feb-14	126	$0
3ANBFRSIMSRO1661	Parcel #166 : Cleared for Construction	0		25-Feb-14	180	$0
Parcel #167 (TxDOT #889) - COMPLEX - NBFR - S. of Trinity to IH 30 (STA 905+00 to STA 905+00)		537	01-Aug-12	21-Aug-14	1	$0
3ANBFRSIMSRO1671	Parcel #167 : Initiate ROW Acquisition	0	01-Aug-12		1	$0
3ANBFRSIRO1671010	Parcel #167 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	1	$0
3ANBFRSIRO1671020	Parcel #167 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	11	$0
3ANBFRSIRO1671030	Parcel #167 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	1	$0
3ANBFRSIRO1671040	Parcel #167 : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANBFRSIRO1671050	Parcel #167 : Prepare Title Work	30	22-Jan-13	04-Mar-13	1	$0
3ANBFRSIRO1671060	Parcel #167 : Perform Appraisals	20	05-Mar-13	01-Apr-13	1	$0
3ANBFRSIRO1671070	Parcel #167 : Perform Review Appraisal	30	02-Apr-13	13-May-13	1	$0
3ANBFRSIRO1671080	Parcel #167 : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13	1	$0
3ANBFRSIRO1671090	Parcel #167 : Present and Negotiate Offer	90	29-May-13	03-Oct-13	1	$0
3ANBFRSIRO1671100	Parcel #167 : Parcel closing	20	04-Oct-13	31-Oct-13	206	$0
3ANBFRSIRO1671110	Parcel #167 : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14	1	$0
3ANBFRSIMSRO1671	Parcel #167 : Cleared for Construction	0		21-Aug-14	3	$0
Parcel #168 NBGP - S. of Trinity River to IH 30 (STA 903+00 to STA 903+00)		486	01-Aug-12	11-Jun-14	411	$0
3ANBGPSIMSRO1681	Parcel #168 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1681010	Parcel #168 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1681020	Parcel #168 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1681030	Parcel #168 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	419	$0



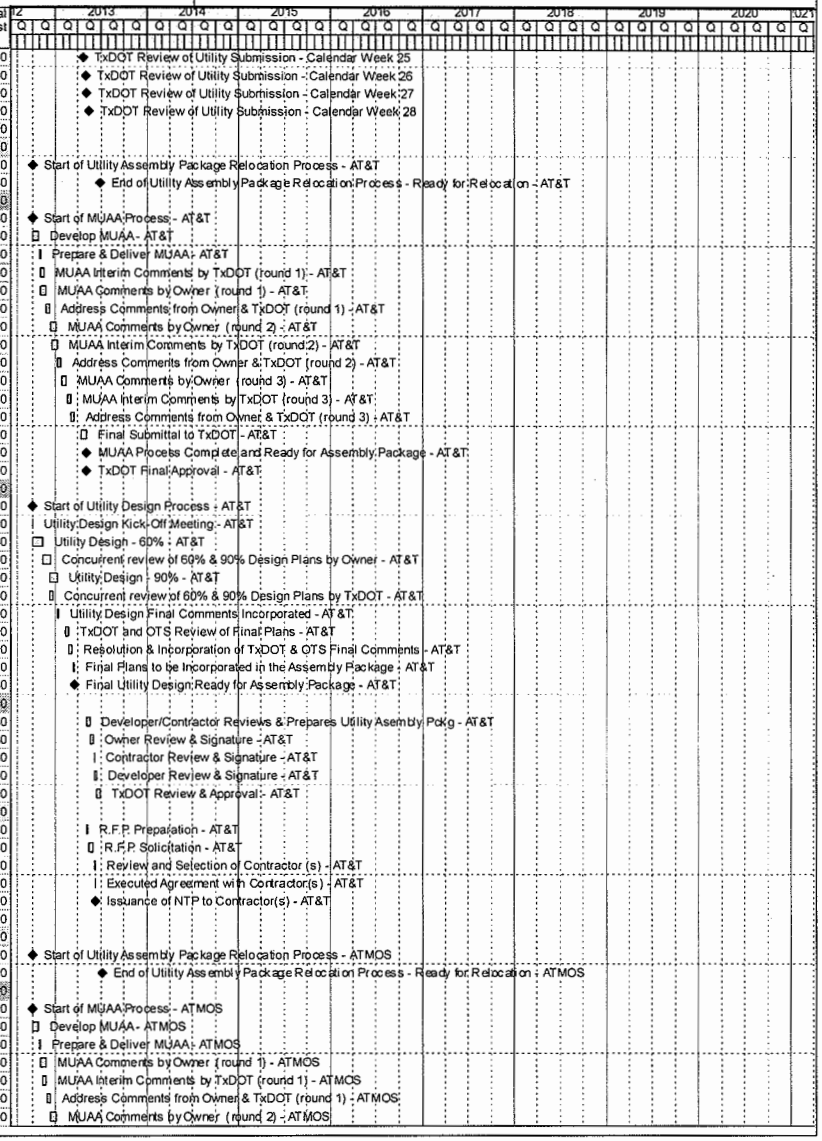
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBGPSIRO1681050	Parcel #168 : Prepare Title Work	30	22-Jan-13	04-Mar-13	419	$0
3ANBGPSIRO1681040	Parcel #168 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1681060	Parcel #168 : Perform Appraisals	20	05-Mar-13	01-Apr-13	419	$0
3ANBGPSIRO1681070	Parcel #168 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	419	$0
3ANBGPSIRO1681080	Parcel #168 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	393	$0
3ANBGPSIRO1681090	Parcel #168 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	401	$0
3ANBGPSIRO1681100	Parcel #168 : Parcel closing	20	15-Aug-13	12-Sep-13	591	$0
3ANBGPSIRO1681110	Parcel #168 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	401	$0
3ANBGPSIMSRO1681	Parcel #168 : Cleared for Construction	0		11-Jun-14	575	$0
Parcel #169 NBGP - S. of Trinity River to IH 30 (STA 900+00 to STA 900+00)		486	01-Aug-12	11-Jun-14	411	$0
3ANBGPSIMSRO1691	Parcel #169 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1691010	Parcel #169 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1691020	Parcel #169 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1691030	Parcel #169 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	419	$0
3ANBGPSIRO1691050	Parcel #169 : Prepare Title Work	30	22-Jan-13	04-Mar-13	419	$0
3ANBGPSIRO1691040	Parcel #169 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1691060	Parcel #169 : Perform Appraisals	20	05-Mar-13	01-Apr-13	419	$0
3ANBGPSIRO1691070	Parcel #169 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	419	$0
3ANBGPSIRO1691080	Parcel #169 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	393	$0
3ANBGPSIRO1691090	Parcel #169 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	401	$0
3ANBGPSIRO1691100	Parcel #169 : Parcel closing	20	15-Aug-13	12-Sep-13	591	$0
3ANBGPSIRO1691110	Parcel #169 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	401	$0
3ANBGPSIMSRO1691	Parcel #169 : Cleared for Construction	0		11-Jun-14	575	$0
Parcel #12 EAST (TxDOT #804) - COMPLEX - NBFR - Meacham to Dewey (STA 688+00 to STA)		537	01-Aug-12	21-Aug-14	20	$0
3ANBFRSIMSRO12E	Parcel #12 EAST : Initiate ROW Acquisition	0	01-Aug-12		21	$0
3ANBFRSIRO12E1010	Parcel #12 EAST : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	15	$0
3ANBFRSIRO12E1020	Parcel #12 EAST : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	15	$0
3ANBFRSIRO12E1030	Parcel #12 EAST : Perform PHI ESA	30	07-Dec-12	21-Jan-13	19	$0
3ANBFRSIRO12E1040	Parcel #12 EAST : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ANBFRSIRO12E1050	Parcel #12 EAST : Prepare Title Work	30	22-Jan-13	04-Mar-13	19	$0
3ANBFRSIRO12E1060	Parcel #12 EAST : Perform Appraisals	20	05-Mar-13	01-Apr-13	19	$0
3ANBFRSIRO12E1070	Parcel #12 EAST : Perform Review Appraisal	30	02-Apr-13	13-May-13	19	$0
3ANBFRSIRO12E1080	Parcel #12 EAST : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13	19	$0
3ANBFRSIRO12E1090	Parcel #12 EAST : Present and Negotiate Offer	90	29-May-13	03-Oct-13	19	$0
3ANBFRSIRO12E1100	Parcel #12 EAST : Parcel closing	20	04-Oct-13	31-Oct-13	224	$0
3ANBFRSIRO12E1110	Parcel #12 EAST : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14	19	$0
3ANBFRSIMSRO12E	Parcel #12 EAST : Cleared for Construction	0		21-Aug-14	28	$0
Parcel #12 WEST (TxDOT #805) - COMPLEX - SBFR - Meacham to Dewey (STA 688+00 to STA)		537	01-Aug-12	21-Aug-14	4	$0
3ASBFRSIMSRO12W	Parcel #12 WEST : Initiate ROW Acquisition	0	01-Aug-12		6	$0
3ASBFRSIRO12W101	Parcel #12 WEST : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	4	$0
3ASBFRSIRO12W102	Parcel #12 WEST : Perform PHI ESA	30	07-Dec-12	21-Jan-13	4	$0
3ASBFRSIRO12W103	Parcel #12 WEST : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	14	$0
3ASBFRSIRO12W104	Parcel #12 WEST : TxDOT Reviews Acquisition Survey Package	15	11-Jan-13	01-Feb-13	11	$0
3ASBFRSIRO12W105	Parcel #12 WEST : Prepare Title Work	30	22-Jan-13	04-Mar-13	4	$0
3ASBFRSIRO12W106	Parcel #12 WEST : Perform Appraisals	20	05-Mar-13	01-Apr-13	4	$0
3ASBFRSIRO12W107	Parcel #12 WEST : Perform Review Appraisal	30	02-Apr-13	13-May-13	4	$0
3ASBFRSIRO12W108	Parcel #12 WEST : TxDOT Reviews Acquisition Package	10	14-May-13	28-May-13	4	$0
3ASBFRSIRO12W109	Parcel #12 WEST : Present and Negotiate Offer	90	29-May-13	03-Oct-13	4	$0
3ASBFRSIRO12W110	Parcel #12 WEST : Parcel closing	20	04-Oct-13	31-Oct-13	209	$0
3ASBFRSIRO12W111	Parcel #12 WEST : Condemnation Process (if required)	225	04-Oct-13	21-Aug-14	4	$0
3ASBFRSIMSRO12W	Parcel #12 WEST : Cleared for Construction	0		21-Aug-14	6	$0
Parcel #149 / 150 NBGP - S. of Trinity River to IH 30 (STA 934+00 to STA)		486	01-Aug-12	11-Jun-14	411	$0
3ANBGPSIMSRO1491	Parcel #149 / 150 : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ANBGPSIRO1491010	Parcel #149 / 150 : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ANBGPSIRO1491020	Parcel #149 / 150 : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ANBGPSIRO1491030	Parcel #149 / 150 : Perform PHI ESA	30	07-Dec-12	21-Jan-13	419	$0
3ANBGPSIRO1491050	Parcel #149 / 150 : Prepare Title Work	30	22-Jan-13	04-Mar-13	419	$0
3ANBGPSIRO1491040	Parcel #149 / 150 : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ANBGPSIRO1491060	Parcel #149 / 150 : Perform Appraisals	20	05-Mar-13	01-Apr-13	419	$0
3ANBGPSIRO1491070	Parcel #149 / 150 : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	419	$0



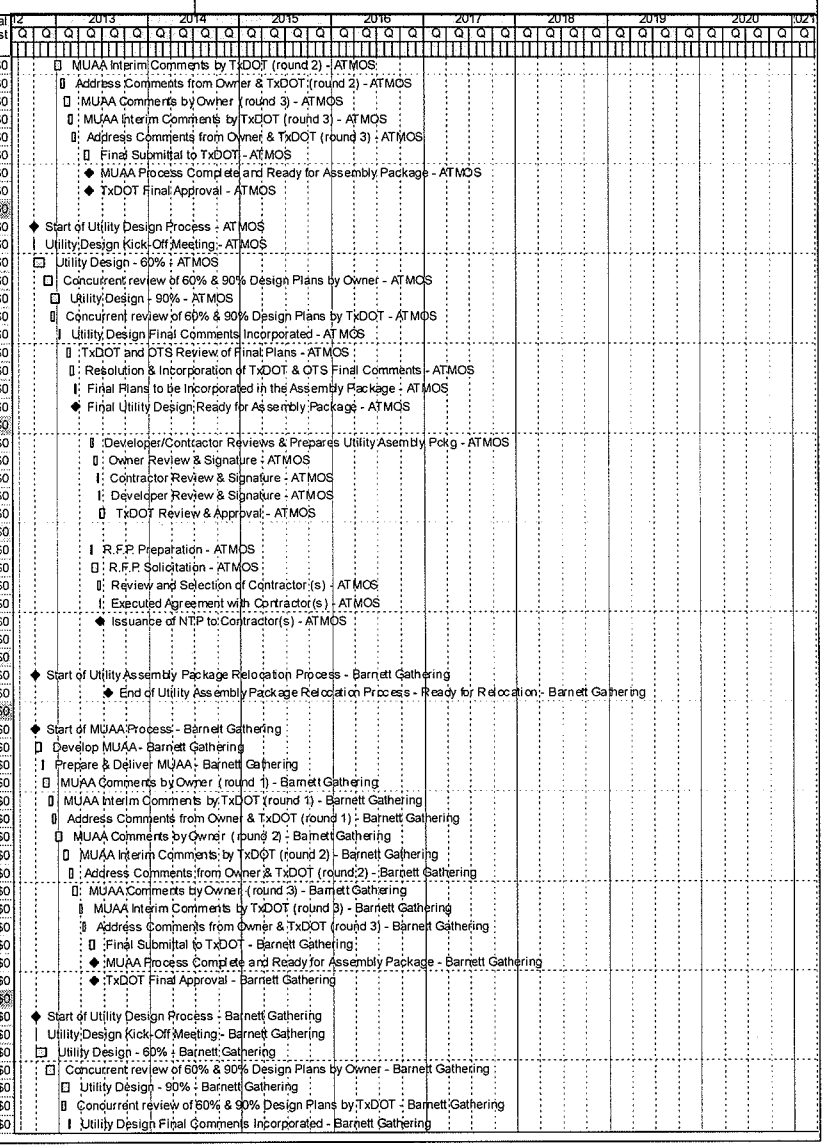
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ANBGPSIRO1491080	Parcel #149 / 150 : TxDOT Reviews Acquisition Package	10	29-May-13	11-Jun-13	393	$0
3ANBGPSIRO1491090	Parcel #149 / 150 : Present and Negotiate Offer	45	12-Jun-13	14-Aug-13	401	$0
3ANBGPSIRO1491100	Parcel #149 / 150 : Parcel closing	20	15-Aug-13	12-Sep-13	591	$0
3ANBGPSIRO1491110	Parcel #149 / 150 : Condemnation Process (if required)	210	15-Aug-13	11-Jun-14	401	$0
3ANBGPSIMSRO1491	Parcel #149 / 150 : Cleared for Construction	0		11-Jun-14	575	$0
Parcel #93A SBFR - Dewey to S. of Trinity River (STA 848+00 to STA)		465	01-Aug-12	13-May-14	135	$0
3ASBFRDTMSRO93A	Parcel #93A : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBFRDTRO93A10	Parcel #93A : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBFRDTRO93A10	Parcel #93A : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBFRDTRO93A10	Parcel #93A : Perform PHI ESA	30	07-Dec-12	21-Jan-13	132	$0
3ASBFRDTRO93A10	Parcel #93A : Prepare Title Work	30	22-Jan-13	04-Mar-13	132	$0
3ASBFRDTRO93A10	Parcel #93A : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBFRDTRO93A10	Parcel #93A : Perform Appraisals	20	05-Mar-13	01-Apr-13	132	$0
3ASBFRDTRO93A10	Parcel #93A : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	132	$0
3ASBFRDTRO93A10	Parcel #93A : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	132	$0
3ASBFRDTRO93A10	Parcel #93A : Present and Negotiate Offer	45	14-May-13	17-Jul-13	132	$0
3ASBFRDTRO93A11	Parcel #93A : Parcel closing	20	18-Jul-13	14-Aug-13	322	$0
3ASBFRDTRO93A111	Parcel #93A : Condemnation Process (if required)	210	18-Jul-13	13-May-14	132	$0
3ASBFRDTMSRO93A	Parcel #93A : Cleared for Construction	0		13-May-14	189	$0
Parcel #93B SBFR - Dewey to S. of Trinity River (STA 848+00 to STA)		465	01-Aug-12	13-May-14	135	$0
3ASBFRDTMSRO93B	Parcel #93B : Initiate ROW Acquisition	0	01-Aug-12		44	$0
3ASBFRDTRO93B10	Parcel #93B : Obtain Right of Entries & Project Admin.	90	01-Aug-12	06-Dec-12	31	$0
3ASBFRDTRO93B10	Parcel #93B : Perform Surveying & Mapping	20	07-Dec-12	07-Jan-13	31	$0
3ASBFRDTRO93B10	Parcel #93B : Perform PHI ESA	30	07-Dec-12	21-Jan-13	132	$0
3ASBFRDTRO93B10	Parcel #93B : Prepare Title Work	30	22-Jan-13	04-Mar-13	132	$0
3ASBFRDTRO93B10	Parcel #93B : TxDOT Reviews Acquisition Survey Package	15	04-Feb-13	25-Feb-13	11	$0
3ASBFRDTRO93B10	Parcel #93B : Perform Appraisals	20	05-Mar-13	01-Apr-13	132	$0
3ASBFRDTRO93B10	Parcel #93B : Perform Review Appraisal	20	02-Apr-13	29-Apr-13	132	$0
3ASBFRDTRO93B10	Parcel #93B : TxDOT Reviews Acquisition Package	10	30-Apr-13	13-May-13	132	$0
3ASBFRDTRO93B10	Parcel #93B : Present and Negotiate Offer	45	14-May-13	17-Jul-13	132	$0
3ASBFRDTRO93B11	Parcel #93B : Parcel closing	20	18-Jul-13	14-Aug-13	322	$0
3ASBFRDTRO93B111	Parcel #93B : Condemnation Process (if required)	210	18-Jul-13	13-May-14	132	$0
3ASBFRDTMSRO93B	Parcel #93B : Cleared for Construction	0		13-May-14	189	$0
Utility Adjustments		362	01-Oct-12	18-Feb-14	858	$20,469,314
Utility Coordination		215	01-Oct-12	26-Jul-13	514	$0
MSUT 1000	Start of Utility Coordination Process	0	01-Oct-12		178	$0
MSUT 1010	TxDOT Review of Utility Submission - Calendar Week 1	0	05-Nov-12		178	$0
MSUT 1020	TxDOT Review of Utility Submission - Calendar Week 2	0	12-Nov-12		178	$0
MSUT 1030	TxDOT Review of Utility Submission - Calendar Week 3	0	19-Nov-12		178	$0
MSUT 1040	TxDOT Review of Utility Submission - Calendar Week 4	0	26-Nov-12		178	$0
MSUT 1050	TxDOT Review of Utility Submission - Calendar Week 5	0	03-Dec-12		178	$0
MSUT 1060	TxDOT Review of Utility Submission - Calendar Week 6	0	10-Dec-12		178	$0
MSUT 1070	TxDOT Review of Utility Submission - Calendar Week 7	0	17-Dec-12		178	$0
MSUT 1080	TxDOT Review of Utility Submission - Calendar Week 8	0	24-Dec-12		178	$0
MSUT 1090	TxDOT Review of Utility Submission - Calendar Week 9	0	31-Dec-12		178	$0
MSUT 1100	TxDOT Review of Utility Submission - Calendar Week 10	0	07-Jan-13		178	$0
MSUT 1110	TxDOT Review of Utility Submission - Calendar Week 11	0	14-Jan-13		178	$0
MSUT 1120	TxDOT Review of Utility Submission - Calendar Week 12	0	21-Jan-13		178	$0
MSUT 1130	TxDOT Review of Utility Submission - Calendar Week 13	0	28-Jan-13		178	$0
MSUT 1140	TxDOT Review of Utility Submission - Calendar Week 14	0	04-Feb-13		178	$0
MSUT 1150	TxDOT Review of Utility Submission - Calendar Week 15	0	11-Feb-13		178	$0
MSUT 1160	TxDOT Review of Utility Submission - Calendar Week 16	0	18-Feb-13		178	$0
MSUT 1170	TxDOT Review of Utility Submission - Calendar Week 17	0	25-Feb-13		178	$0
MSUT 1180	TxDOT Review of Utility Submission - Calendar Week 18	0	04-Mar-13		178	$0
MSUT 1190	TxDOT Review of Utility Submission - Calendar Week 19	0	11-Mar-13		178	$0
MSUT 1200	TxDOT Review of Utility Submission - Calendar Week 20	0	18-Mar-13		178	$0
MSUT 1210	TxDOT Review of Utility Submission - Calendar Week 21	0	25-Mar-13		178	$0
MSUT 1220	TxDOT Review of Utility Submission - Calendar Week 22	0	01-Apr-13		178	$0
MSUT 1230	TxDOT Review of Utility Submission - Calendar Week 23	0	08-Apr-13		178	$0
MSUT 1240	TxDOT Review of Utility Submission - Calendar Week 24	0	15-Apr-13		178	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
MSUT1250	TxDOT Review of Utility Submission - Calendar Week 25	0	22-Apr-13		375	$0
MSUT1260	TxDOT Review of Utility Submission - Calendar Week 26	0	29-Apr-13		381	$0
MSUT1270	TxDOT Review of Utility Submission - Calendar Week 27	0	06-May-13		455	$0
MSUT1280	TxDOT Review of Utility Submission - Calendar Week 28	0	13-May-13		721	$0
AT&T		194	01-Oct-12	27-Jun-13	266	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	266	$0
3AAT&TMSUT1005	Start of Utility Assembly Package Relocation Process - AT&T	0	01-Oct-12		422	$0
3AAT&TMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - AT&T	0		27-Jun-13	374	$0
MUAA Process		155	01-Oct-12	03-May-13	265	$0
3AAT&TMSUT1020	Start of MUAA Process - AT&T	0	01-Oct-12		422	$0
3AAT&TDSUT1030	Develop MUAA - AT&T	20	01-Oct-12	26-Oct-12	295	$0
3AAT&TDSUT1040	Prepare & Deliver MUAA - AT&T	5	29-Oct-12	02-Nov-12	295	$0
3AAT&TDSUT1050	MUAA Interim Comments by TxDOT (round 1) - AT&T	10	05-Nov-12	16-Nov-12	291	$0
3AAT&TDSUT1060	MUAA Comments by Owner (round 1) - AT&T	15	05-Nov-12	26-Nov-12	295	$0
3AAT&TDSUT1070	Address Comments from Owner & TxDOT (round 1) - AT&T	10	27-Nov-12	10-Dec-12	295	$0
3AAT&TDSUT1080	MUAA Comments by Owner (round 2) - AT&T	15	11-Dec-12	02-Jan-13	296	$0
3AAT&TDSUT1090	MUAA Interim Comments by TxDOT (round 2) - AT&T	15	17-Dec-12	10-Jan-13	283	$0
3AAT&TDSUT1100	Address Comments from Owner & TxDOT (round 2) - AT&T	10	11-Jan-13	24-Jan-13	290	$0
3AAT&TDSUT1110	MUAA Comments by Owner (round 3) - AT&T	15	25-Jan-13	14-Feb-13	290	$0
3AAT&TDSUT1120	MUAA Interim Comments by TxDOT (round 3) - AT&T	10	19-Feb-13	04-Mar-13	273	$0
3AAT&TDSUT1130	Address Comments from Owner & TxDOT (round 3) - AT&T	10	05-Mar-13	18-Mar-13	278	$0
3AAT&TDSUT1140	Final Submittal to TxDOT - AT&T	15	15-Apr-13	03-May-13	259	$0
3AAT&TMSUT1150	MUAA Process Complete and Ready for Assembly Package - AT&T	0		03-May-13	373	$0
3AAT&TMSUT1160	TxDOT Final Approval - AT&T	0		03-May-13	254	$0
Utility Design		122	01-Oct-12	19-Mar-13	298	$0
3AAT&TMSUT1170	Start of Utility Design Process - AT&T	0	01-Oct-12		470	$0
3AAT&TDSUT1180	Utility Design Kick-Off Meeting - AT&T	2	01-Oct-12	02-Oct-12	327	$0
3AAT&TDSUT1190	Utility Design - 60% - AT&T	30	03-Oct-12	13-Nov-12	327	$0
3AAT&TDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - AT&T	20	14-Nov-12	12-Dec-12	327	$0
3AAT&TDSUT1200	Utility Design - 90% - AT&T	20	10-Dec-12	08-Jan-13	310	$0
3AAT&TDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - AT&T	10	10-Dec-12	21-Dec-12	310	$0
3AAT&TDSUT1230	Utility Design Final Comments Incorporated - AT&T	5	09-Jan-13	15-Jan-13	310	$0
3AAT&TDSUT1240	TxDOT and OTS Review of Final Plans - AT&T	10	11-Feb-13	22-Feb-13	292	$0
3AAT&TDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - AT&T	10	25-Feb-13	08-Mar-13	292	$0
3AAT&TDSUT1260	Final Plans to be Incorporated in the Assembly Package - AT&T	7	11-Mar-13	19-Mar-13	292	$0
3AAT&TMSUT1270	Final Utility Design Ready for Assembly Package - AT&T	0		19-Mar-13	418	$0
Signature Process		38	06-May-13	27-Jun-13	259	$0
3AAT&TDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - AT&T	10	06-May-13	17-May-13	259	$0
3AAT&TDSUT1290	Owner Review & Signature - AT&T	10	20-May-13	03-Jun-13	259	$0
3AAT&TDSUT1300	Contractor Review & Signature - AT&T	3	04-Jun-13	06-Jun-13	259	$0
3AAT&TDSUT1310	Developer Review & Signature - AT&T	5	07-Jun-13	13-Jun-13	259	$0
3AAT&TDSUT1320	TxDOT Review & Approval - AT&T	10	14-Jun-13	27-Jun-13	259	$0
Procurement		28	06-May-13	12-Jun-13	277	$0
3AAT&TDSUT1330	R.F.P. Preparation - AT&T	5	06-May-13	10-May-13	270	$0
3AAT&TDSUT1340	R.F.P. Solicitation - AT&T	15	13-May-13	03-Jun-13	270	$0
3AAT&TDSUT1350	Review and Selection of Contractor (s) - AT&T	5	04-Jun-13	10-Jun-13	270	$0
3AAT&TDSUT1360	Executed Agreement with Contractor(s) - AT&T	2	11-Jun-13	12-Jun-13	270	$0
3AAT&TMSUT1370	Issuance of NTP to Contractor(s) - AT&T	0		12-Jun-13	389	$0
Atmos		200	01-Oct-12	05-Jul-13	269	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	269	$0
3AATMOMSUT1320	Start of Utility Assembly Package Relocation Process - ATMOS	0	01-Oct-12		436	$0
3AATMOMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - ATMOS	0		05-Jul-13	377	$0
MUAA Process		160	01-Oct-12	10-May-13	269	$0
3AATMOMSUT1020	Start of MUAA Process - ATMOS	0	01-Oct-12		436	$0
3AATMODSUT1030	Develop MUAA - ATMOS	20	01-Oct-12	26-Oct-12	305	$0
3AATMODSUT1040	Prepare & Deliver MUAA - ATMOS	5	29-Oct-12	02-Nov-12	305	$0
3AATMODSUT1060	MUAA Comments by Owner (round 1) - ATMOS	15	05-Nov-12	26-Nov-12	305	$0
3AATMODSUT1050	MUAA Interim Comments by TxDOT (round 1) - ATMOS	10	12-Nov-12	27-Nov-12	296	$0
3AATMODSUT1070	Address Comments from Owner & TxDOT (round 1) - ATMOS	10	28-Nov-12	11-Dec-12	304	$0
3AATMODSUT1080	MUAA Comments by Owner (round 2) - ATMOS	15	12-Dec-12	03-Jan-13	304	$0



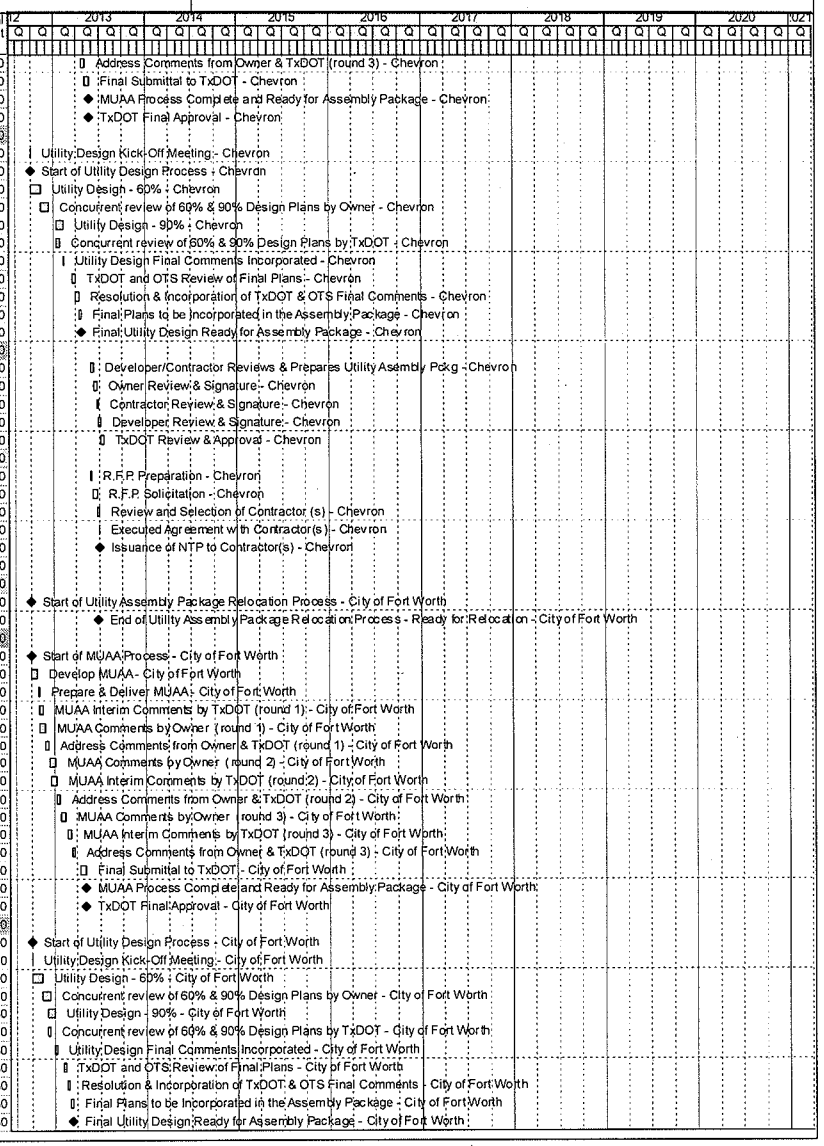
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AATMODSUT1090	MUAA Interim Comments by TxDOT (round 2) - ATMOS	15	27-Dec-12	17-Jan-13	287	$0
3AATMODSUT1100	Address Comments from Owner & TxDOT (round 2) - ATMOS	10	18-Jan-13	31-Jan-13	294	$0
3AATMODSUT1110	MUAA Comments by Owner (round 3) - ATMOS	15	01-Feb-13	21-Feb-13	294	$0
3AATMODSUT1120	MUAA Interim Comments by TxDOT (round 3) - ATMOS	10	19-Feb-13	04-Mar-13	282	$0
3AATMODSUT1130	Address Comments from Owner & TxDOT (round 3) - ATMOS	10	05-Mar-13	18-Mar-13	287	$0
3AATMODSUT1140	Final Submittal to TxDOT - ATMOS	15	22-Apr-13	10-May-13	263	$0
3AATMOMSUT1150	MUAA Process Complete and Ready for Assembly Package - ATMOS	0		10-May-13	377	$0
3AATMOMSUT1160	TxDOT Final Approval - ATMOS	0		10-May-13	258	$0
Utility Design		122	01-Oct-12	19-Mar-13	307	$0
3AATMOMSUT1170	Start of Utility Design Process - ATMOS	0	01-Oct-12		483	$0
3AATMODSUT1180	Utility Design Kick-Off Meeting - ATMOS	2	01-Oct-12	02-Oct-12	336	$0
3AATMODSUT1190	Utility Design - 60% - ATMOS	30	03-Oct-12	13-Nov-12	336	$0
3AATMODSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - ATMOS	20	14-Nov-12	12-Dec-12	336	$0
3AATMODSUT1200	Utility Design - 90% - ATMOS	20	10-Dec-12	08-Jan-13	319	$0
3AATMODSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - ATMOS	10	10-Dec-12	21-Dec-12	319	$0
3AATMODSUT1230	Utility Design Final Comments Incorporated - ATMOS	5	09-Jan-13	15-Jan-13	319	$0
3AATMODSUT1240	TxDOT and OTS Review of Final Plans - ATMOS	10	11-Feb-13	22-Feb-13	301	$0
3AATMODSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - ATMOS	10	25-Feb-13	08-Mar-13	301	$0
3AATMODSUT1260	Final Plans to be Incorporated in the Assembly Package - ATMOS	7	11-Mar-13	19-Mar-13	301	$0
3AATMOMSUT1270	Final Utility Design Ready for Assembly Package - ATMOS	0		19-Mar-13	429	$0
Signature Process		38	13-May-13	05-Jul-13	263	$0
3AATMODSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - ATMOS	10	13-May-13	24-May-13	263	$0
3AATMODSUT1290	Owner Review & Signature - ATMOS	10	28-May-13	10-Jun-13	263	$0
3AATMODSUT1300	Contractor Review & Signature - ATMOS	3	11-Jun-13	13-Jun-13	263	$0
3AATMODSUT1310	Developer Review & Signature - ATMOS	5	14-Jun-13	20-Jun-13	263	$0
3AATMODSUT1320	TxDOT Review & Approval - ATMOS	10	21-Jun-13	05-Jul-13	263	$0
Procurement		28	13-May-13	19-Jun-13	281	$0
3AATMODSUT1330	R.F.P. Preparation - ATMOS	5	13-May-13	17-May-13	274	$0
3AATMODSUT1340	R.F.P. Solicitation - ATMOS	15	20-May-13	10-Jun-13	274	$0
3AATMODSUT1350	Review and Selection of Contractor (s) - ATMOS	5	11-Jun-13	17-Jun-13	274	$0
3AATMODSUT1360	Executed Agreement with Contractor(s) - ATMOS	2	18-Jun-13	19-Jun-13	274	$0
3AATMOMSUT1370	Issuance of NTP to Contractor(s) - ATMOS	0		19-Jun-13	393	$0
Barnett Gathering		210	01-Oct-12	19-Jul-13	331	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	331	$0
ICBARNMSUT1000	Start of Utility Assembly Package Relocation Process - Barnett Gathering	0	01-Oct-12		539	$0
ICBARNMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Barnett Gathering	0		19-Jul-13	465	$0
MUAA Process		170	01-Oct-12	24-May-13	333	$0
ICBARNMSUT1020	Start of MUAA Process - Barnett Gathering	0	01-Oct-12		539	$0
ICBARNDSUT1030	Develop MUAA - Barnett Gathering	20	01-Oct-12	26-Oct-12	376	$0
ICBARNDSUT1040	Prepare & Deliver MUAA - Barnett Gathering	5	29-Oct-12	02-Nov-12	376	$0
ICBARNDSUT1060	MUAA Comments by Owner (round 1) - Barnett Gathering	15	05-Nov-12	26-Nov-12	376	$0
ICBARNDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Barnett Gathering	10	26-Nov-12	07-Dec-12	358	$0
ICBARNDSUT1070	Address Comments from Owner & TxDOT (round 1) - Barnett Gathering	10	10-Dec-12	21-Dec-12	367	$0
ICBARNDSUT1080	MUAA Comments by Owner (round 2) - Barnett Gathering	15	24-Dec-12	15-Jan-13	367	$0
ICBARNDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Barnett Gathering	15	22-Jan-13	11-Feb-13	342	$0
ICBARNDSUT1100	Address Comments from Owner & TxDOT (round 2) - Barnett Gathering	10	12-Feb-13	25-Feb-13	348	$0
ICBARNDSUT1110	MUAA Comments by Owner (round 3) - Barnett Gathering	15	26-Feb-13	18-Mar-13	348	$0
ICBARNDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Barnett Gathering	10	25-Mar-13	05-Apr-13	329	$0
ICBARNDSUT1130	Address Comments from Owner & TxDOT (round 3) - Barnett Gathering	10	08-Apr-13	19-Apr-13	334	$0
ICBARNDSUT1140	Final Submittal to TxDOT - Barnett Gathering	15	06-May-13	24-May-13	324	$0
ICBARNMSUT1150	MUAA Process Complete and Ready for Assembly Package - Barnett Gathering	0		24-May-13	467	$0
ICBARNMSUT1160	TxDOT Final Approval - Barnett Gathering	0		24-May-13	319	$0
Utility Design		142	01-Oct-12	16-Apr-13	361	$0
ICBARNMSUT1170	Start of Utility Design Process - Barnett Gathering	0	01-Oct-12		582	$0
ICBARNDSUT1180	Utility Design Kick-Off Meeting - Barnett Gathering	2	01-Oct-12	02-Oct-12	407	$0
ICBARNDSUT1190	Utility Design - 60% - Barnett Gathering	30	03-Oct-12	13-Nov-12	407	$0
ICBARNDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Barnett Gathering	20	14-Nov-12	12-Dec-12	407	$0
ICBARNDSUT1200	Utility Design - 90% - Barnett Gathering	20	14-Jan-13	08-Feb-13	367	$0
ICBARNDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Barnett Gathering	10	14-Jan-13	25-Jan-13	367	$0
ICBARNDSUT1230	Utility Design Final Comments Incorporated - Barnett Gathering	5	11-Feb-13	15-Feb-13	367	$0



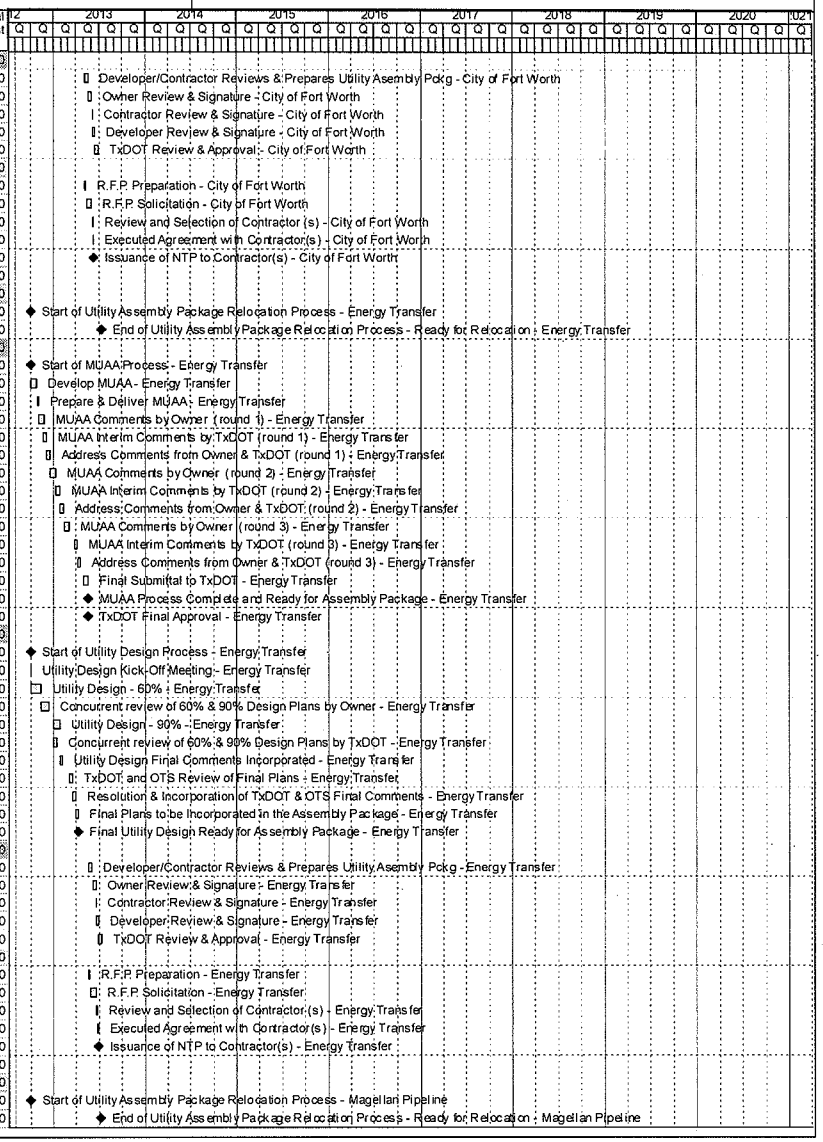
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
ICBARNDSUT1240	TxDOT and OTS Review of Final Plans - Barnett Gathering	10	11-Mar-13	22-Mar-13	352	$0
ICBARNDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Barnett Gathering	10	25-Mar-13	05-Apr-13	352	$0
ICBARNDSUT1260	Final Plans to be Incorporated in the Assembly Package - Barnett Gathering	7	08-Apr-13	16-Apr-13	352	$0
ICBARNMSUT1270	Final Utility Design Ready for Assembly Package - Barnett Gathering	0		16-Apr-13	505	$0
Signature Process		38	28-May-13	19-Jul-13	324	$0
ICBARNDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Barnett Gathering	10	28-May-13	10-Jun-13	324	$0
ICBARNDSUT1290	Owner Review & Signature - Barnett Gathering	10	11-Jun-13	24-Jun-13	324	$0
ICBARNDSUT1300	Contractor Review & Signature - Barnett Gathering	3	25-Jun-13	27-Jun-13	324	$0
ICBARNDSUT1310	Developer Review & Signature - Barnett Gathering	5	28-Jun-13	05-Jul-13	324	$0
ICBARNDSUT1320	TxDOT Review & Approval - Barnett Gathering	10	08-Jul-13	19-Jul-13	324	$0
Procurement		27	28-May-13	03-Jul-13	343	$0
ICBARNDSUT1330	R.F.P. Preparation - Barnett Gathering	5	28-May-13	03-Jun-13	335	$0
ICBARNDSUT1340	R.F.P. Solicitation - Barnett Gathering	15	04-Jun-13	24-Jun-13	335	$0
ICBARNDSUT1350	Review and Selection of Contractor (s) - Barnett Gathering	5	25-Jun-13	01-Jul-13	335	$0
ICBARNDSUT1360	Executed Agreement with Contractor(s) - Barnett Gathering	2	02-Jul-13	03-Jul-13	335	$0
ICBARNMSUT1370	Issuance of NTP to Contractor(s) - Barnett Gathering	0		03-Jul-13	481	$0
Broadwing / Level 3		200	01-Oct-12	05-Jul-13	277	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	277	$0
3ALVL3MSUT1000	Start of Utility Assembly Package Relocation Process - Broadwing / Level 23	0	01-Oct-12		448	$0
3ALVL3MSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Broadwing / Level 9	0		05-Jul-13	389	$0
MUAA Process		160	01-Oct-12	10-May-13	278	$0
3ALVL3MSUT1020	Start of MUAA Process - Broadwing / Level 22	0	01-Oct-12		448	$0
3ALVL3DSUT1030	Develop MUAA - Broadwing / Level 6	20	01-Oct-12	26-Oct-12	313	$0
3ALVL3DSUT1040	Prepare & Deliver MUAA - Broadwing / Level 17	5	29-Oct-12	02-Nov-12	313	$0
3ALVL3DSUT1060	MUAA Comments by Owner (round 1) - Broadwing / Level 6	15	05-Nov-12	26-Nov-12	313	$0
3ALVL3DSUT1050	MUAA Interim Comments by TxDOT (round 1) - Broadwing / Level 9	10	12-Nov-12	27-Nov-12	303	$0
3ALVL3DSUT1070	Address Comments from Owner & TxDOT (round 1) - Broadwing / Level 3	10	28-Nov-12	11-Dec-12	312	$0
3ALVL3DSUT1080	MUAA Comments by Owner (round 2) - Broadwing / Level 7	15	12-Dec-12	03-Jan-13	312	$0
3ALVL3DSUT1090	MUAA Interim Comments by TxDOT (round 2) - Broadwing / Level 11	15	27-Dec-12	17-Jan-13	295	$0
3ALVL3DSUT1100	Address Comments from Owner & TxDOT (round 2) - Broadwing / Level 4	10	18-Jan-13	31-Jan-13	302	$0
3ALVL3DSUT1110	MUAA Comments by Owner (round 3) - Broadwing / Level 8	15	01-Feb-13	21-Feb-13	302	$0
3ALVL3DSUT1120	MUAA Interim Comments by TxDOT (round 3) - Broadwing / Level 10	10	04-Mar-13	15-Mar-13	281	$0
3ALVL3DSUT1130	Address Comments from Owner & TxDOT (round 3) - Broadwing / Level 5	10	18-Mar-13	29-Mar-13	286	$0
3ALVL3DSUT1140	Final Submittal to TxDOT - Broadwing / Level 12	15	22-Apr-13	10-May-13	271	$0
3ALVL3MSUT1150	MUAA Process Complete and Ready for Assembly Package - Broadwing / Level 15	0		10-May-13	390	$0
3ALVL3MSUT1160	TxDOT Final Approval - Broadwing / Level 26	0		10-May-13	266	$0
Utility Design		137	01-Oct-12	09-Apr-13	301	$0
3ALVL3MSUT1170	Start of Utility Design Process - Broadwing / Level 24	0	01-Oct-12		493	$0
3ALVL3DSUT1180	Utility Design Kick-Off Meeting - Broadwing / Level 31	2	01-Oct-12	02-Oct-12	344	$0
3ALVL3DSUT1190	Utility Design - 60% - Broadwing / Level 28	30	03-Oct-12	13-Nov-12	344	$0
3ALVL3DSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Broadwing / Level 3	20	14-Nov-12	12-Dec-12	344	$0
3ALVL3DSUT1200	Utility Design - 90% - Broadwing / Level 29	20	31-Dec-12	28-Jan-13	313	$0
3ALVL3DSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Broadwing / Level 4	10	31-Dec-12	14-Jan-13	313	$0
3ALVL3DSUT1230	Utility Design Final Comments Incorporated - Broadwing / Level 30	5	29-Jan-13	04-Feb-13	313	$0
3ALVL3DSUT1240	TxDOT and OTS Review of Final Plans - Broadwing / Level 25	10	04-Mar-13	15-Mar-13	294	$0
3ALVL3DSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Broadwing / Level 20	10	18-Mar-13	29-Mar-13	294	$0
3ALVL3DSUT1260	Final Plans to be Incorporated in the Assembly Package - Broadwing / Level 11	7	01-Apr-13	09-Apr-13	294	$0
3ALVL3MSUT1270	Final Utility Design Ready for Assembly Package - Broadwing / Level 13	0		09-Apr-13	421	$0
Signature Process		38	13-May-13	05-Jul-13	271	$0
3ALVL3DSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Broadwing / Level 8	10	13-May-13	24-May-13	271	$0
3ALVL3DSUT1290	Owner Review & Signature - Broadwing / Level 16	10	28-May-13	10-Jun-13	271	$0
3ALVL3DSUT1300	Contractor Review & Signature - Broadwing / Level 5	3	11-Jun-13	13-Jun-13	271	$0
3ALVL3DSUT1310	Developer Review & Signature - Broadwing / Level 7	5	14-Jun-13	20-Jun-13	271	$0
3ALVL3DSUT1320	TxDOT Review & Approval - Broadwing / Level 27	10	21-Jun-13	05-Jul-13	271	$0
Procurement		28	13-May-13	19-Jun-13	289	$0
3ALVL3DSUT1330	R.F.P. Preparation - Broadwing / Level 18	5	13-May-13	17-May-13	282	$0
3ALVL3DSUT1340	R.F.P. Solicitation - Broadwing / Level 19	15	20-May-13	10-Jun-13	282	$0
3ALVL3DSUT1350	Review and Selection of Contractor (s) - Broadwing / Level 21	5	11-Jun-13	17-Jun-13	282	$0
3ALVL3DSUT1360	Executed Agreement with Contractor(s) - Broadwing / Level 10	2	18-Jun-13	19-Jun-13	282	$0
3ALVL3MSUT1370	Issuance of NTP to Contractor(s) - Broadwing / Level 14	0		19-Jun-13	405	$0

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Charter Communication		200	01-Oct-12	05-Jul-13	270	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	270	$0
3ACHARMSUT1000	Start of Utility Assembly Package Relocation Process - Charter Communication	0	01-Oct-12		437	$0
3ACHARMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Charter Communi	0		05-Jul-13	380	$0
MUAA Process		160	01-Oct-12	10-May-13	271	$0
3ACHARMSUT1020	Start of MUAA Process - Charter Communication	0	01-Oct-12		437	$0
3ACHARDSUT1030	Develop MUAA - Charter Communication	20	01-Oct-12	26-Oct-12	306	$0
3ACHARDSUT1040	Prepare & Deliver MUAA - Charter Communication	5	29-Oct-12	02-Nov-12	306	$0
3ACHARDSUT1060	MUAA Comments by Owner (round 1) - Charter Communication	15	05-Nov-12	26-Nov-12	306	$0
3ACHARDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Charter Communication	10	12-Nov-12	27-Nov-12	297	$0
3ACHARDSUT1070	Address Comments from Owner & TxDOT (round 1) - Charter Communication	10	28-Nov-12	11-Dec-12	305	$0
3ACHARDSUT1080	MUAA Comments by Owner (round 2) - Charter Communication	15	12-Dec-12	03-Jan-13	305	$0
3ACHARDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Charter Communication	15	27-Dec-12	17-Jan-13	288	$0
3ACHARDSUT1100	Address Comments from Owner & TxDOT (round 2) - Charter Communication	10	18-Jan-13	31-Jan-13	295	$0
3ACHARDSUT1110	MUAA Comments by Owner (round 3) - Charter Communication	15	01-Feb-13	21-Feb-13	295	$0
3ACHARDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Charter Communication	10	25-Feb-13	08-Mar-13	279	$0
3ACHARDSUT1130	Address Comments from Owner & TxDOT (round 3) - Charter Communication	10	11-Mar-13	22-Mar-13	284	$0
3ACHARDSUT1140	Final Submittal to TxDOT - Charter Communication	15	22-Apr-13	10-May-13	264	$0
3ACHARMSUT1150	MUAA Process Complete and Ready for Assembly Package - Charter Communication	0		10-May-13	381	$0
3ACHARMSUT1160	TxDOT Final Approval - Charter Communication	0		10-May-13	259	$0
Utility Design		122	01-Oct-12	19-Mar-13	309	$0
3ACHARMSUT1170	Start of Utility Design Process - Charter Communication	0	01-Oct-12		484	$0
3ACHARDSUT1180	Utility Design Kick-Off Meeting - Charter Communication	2	01-Oct-12	02-Oct-12	337	$0
3ACHARDSUT1190	Utility Design - 60% - Charter Communication	30	03-Oct-12	13-Nov-12	337	$0
3ACHARDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Charter Communication	20	14-Nov-12	12-Dec-12	337	$0
3ACHARDSUT1200	Utility Design - 90% - Charter Communication	20	10-Dec-12	08-Jan-13	320	$0
3ACHARDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Charter Communication	10	10-Dec-12	21-Dec-12	320	$0
3ACHARDSUT1230	Utility Design Final Comments Incorporated - Charter Communication	5	09-Jan-13	15-Jan-13	320	$0
3ACHARDSUT1240	TxDOT and OTS Review of Final Plans - Charter Communication	10	11-Feb-13	22-Feb-13	302	$0
3ACHARDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Charter Communication	10	25-Feb-13	08-Mar-13	302	$0
3ACHARDSUT1260	Final Plans to be Incorporated in the Assembly Package - Charter Communication	7	11-Mar-13	19-Mar-13	302	$0
3ACHARMSUT1270	Final Utility Design Ready for Assembly Package - Charter Communication	0		19-Mar-13	433	$0
Signature Process		36	13-May-13	05-Jul-13	264	$0
3ACHARDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Charter Communication	10	13-May-13	24-May-13	264	$0
3ACHARDSUT1290	Owner Review & Signature - Charter Communication	10	28-May-13	10-Jun-13	264	$0
3ACHARDSUT1300	Contractor Review & Signature - Charter Communication	3	11-Jun-13	13-Jun-13	264	$0
3ACHARDSUT1310	Developer Review & Signature - Charter Communication	5	14-Jun-13	20-Jun-13	264	$0
3ACHARDSUT1320	TxDOT Review & Approval - Charter Communication	10	21-Jun-13	05-Jul-13	264	$0
Procurement		28	13-May-13	19-Jun-13	282	$0
3ACHARDSUT1330	R.F.P. Preparation - Charter Communication	5	13-May-13	17-May-13	275	$0
3ACHARDSUT1340	R.F.P. Solicitation - Charter Communication	15	20-May-13	10-Jun-13	275	$0
3ACHARDSUT1350	Review and Selection of Contractor (s) - Charter Communication	5	11-Jun-13	17-Jun-13	275	$0
3ACHARDSUT1360	Executed Agreement with Contractor(s) - Charter Communication	2	18-Jun-13	19-Jun-13	275	$0
3ACHARMSUT1370	Issuance of NTP to Contractor(s) - Charter Communication	0		19-Jun-13	396	$0
Chevron		210	01-Oct-12	19-Jul-13	361	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	361	$0
3ACHEVMSUT1001	Start of Utility Assembly Package Relocation Process - Chevron	0	01-Oct-12		578	$0
3ACHEVMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Chevron	0		19-Jul-13	507	$0
MUAA Process		170	01-Oct-12	24-May-13	362	$0
3ACHEVMSUT1020	Start of MUAA Process - Chevron	0	01-Oct-12		578	$0
3ACHEVDSUT1030	Develop MUAA - Chevron	20	01-Oct-12	26-Oct-12	405	$0
3ACHEVDSUT1040	Prepare & Deliver MUAA - Chevron	5	29-Oct-12	02-Nov-12	405	$0
3ACHEVDSUT1060	MUAA Comments by Owner (round 1) - Chevron	15	05-Nov-12	26-Nov-12	405	$0
3ACHEVDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Chevron	10	26-Nov-12	07-Dec-12	387	$0
3ACHEVDSUT1070	Address Comments from Owner & TxDOT (round 1) - Chevron	10	10-Dec-12	21-Dec-12	396	$0
3ACHEVDSUT1080	MUAA Comments by Owner (round 2) - Chevron	15	24-Dec-12	15-Jan-13	396	$0
3ACHEVDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Chevron	15	22-Jan-13	11-Feb-13	371	$0
3ACHEVDSUT1100	Address Comments from Owner & TxDOT (round 2) - Chevron	10	12-Feb-13	25-Feb-13	377	$0
3ACHEVDSUT1110	MUAA Comments by Owner (round 3) - Chevron	15	26-Feb-13	18-Mar-13	377	$0
3ACHEVDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Chevron	10	08-Apr-13	19-Apr-13	348	$0

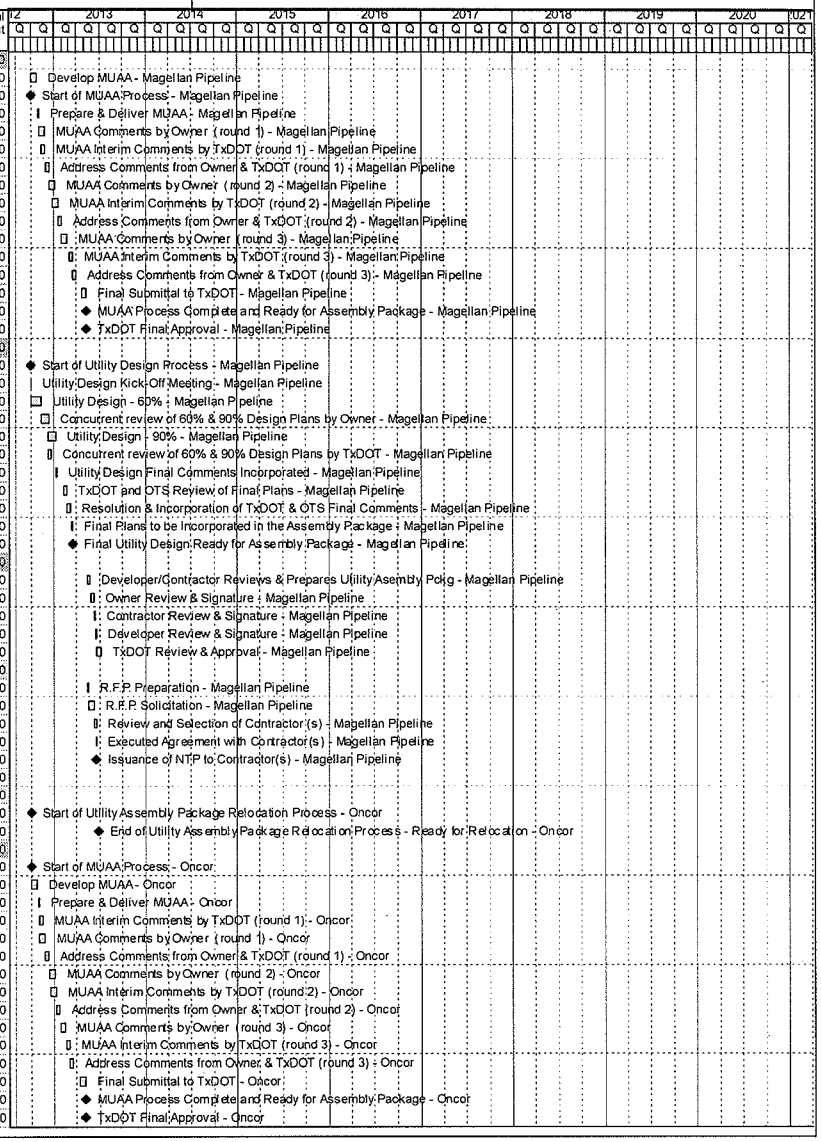
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ACHEVDSUT1130	Address Comments from Owner & TxDOT (round 3) - Chevron	10	22-Apr-13	03-May-13	353	$0
3ACHEVDSUT1140	Final Submittal to TxDOT - Chevron	15	06-May-13	24-May-13	353	$0
3ACHEVMSUT1150	MUAA Process Complete and Ready for Assembly Package - Chevron	0		24-May-13	508	$0
3ACHEVMSUT1160	TxDOT Final Approval - Chevron	0		24-May-13	348	$0
Utility Design		147	01-Oct-12	23-Apr-13	385	$0
3ACHEVDSUT1170	Utility Design Kick-Off Meeting - Chevron	2	01-Oct-12	02-Oct-12	436	$0
3ACHEVMSUT1170	Start of Utility Design Process - Chevron	0	01-Oct-12		624	$0
3ACHEVDSUT1190	Utility Design - 60% - Chevron	30	03-Oct-12	13-Nov-12	436	$0
3ACHEVDSUT1200	Concurrent review of 60% & 90% Design Plans by Owner - Chevron	20	14-Nov-12	12-Dec-12	436	$0
3ACHEVDSUT1210	Utility Design - 90% - Chevron	20	14-Jan-13	08-Feb-13	396	$0
3ACHEVDSUT1220	Concurrent review of 60% & 90% Design Plans by TxDOT - Chevron	10	14-Jan-13	25-Jan-13	396	$0
3ACHEVDSUT1230	Utility Design Final Comments Incorporated - Chevron	5	11-Feb-13	15-Feb-13	396	$0
3ACHEVDSUT1240	TxDOT and OTS Review of Final Plans - Chevron	10	18-Mar-13	29-Mar-13	376	$0
3ACHEVDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Chevron	10	01-Apr-13	12-Apr-13	376	$0
3ACHEVDSUT1260	Final Plans to be Incorporated in the Assembly Package - Chevron	7	15-Apr-13	23-Apr-13	376	$0
3ACHEVMSUT1270	Final Utility Design Ready for Assembly Package - Chevron	0		23-Apr-13	539	$0
Signature Process		38	28-May-13	19-Jul-13	353	$0
3ACHEVDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Chevron	10	28-May-13	10-Jun-13	353	$0
3ACHEVDSUT1290	Owner Review & Signature - Chevron	10	11-Jun-13	24-Jun-13	353	$0
3ACHEVDSUT1300	Contractor Review & Signature - Chevron	3	25-Jun-13	27-Jun-13	353	$0
3ACHEVDSUT1310	Developer Review & Signature - Chevron	5	28-Jun-13	05-Jul-13	353	$0
3ACHEVDSUT1320	TxDOT Review & Approval - Chevron	10	08-Jul-13	19-Jul-13	353	$0
Procurement		27	28-May-13	03-Jul-13	373	$0
3ACHEVDSUT1330	R.F.P. Preparation - Chevron	5	28-May-13	03-Jun-13	364	$0
3ACHEVDSUT1340	R.F.P. Solicitation - Chevron	15	04-Jun-13	24-Jun-13	364	$0
3ACHEVDSUT1350	Review and Selection of Contractor (s) - Chevron	5	25-Jun-13	01-Jul-13	364	$0
3ACHEVDSUT1360	Executed Agreement with Contractor(s) - Chevron	2	02-Jul-13	03-Jul-13	364	$0
3ACHEVMSUT1370	Issuance of NTP to Contractor(s) - Chevron	0		03-Jul-13	523	$0
City of Fort Worth		194	01-Oct-12	27-Jun-13	260	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	260	$0
3ACFTWMSUT1001	Start of Utility Assembly Package Relocation Process - City of Fort Worth	0	01-Oct-12		414	$0
3ACFTWMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - City of Fort Worth	0		27-Jun-13	364	$0
MUAA Process		155	01-Oct-12	03-May-13	260	$0
3ACFTWMSUT1020	Start of MUAA Process - City of Fort Worth	0	01-Oct-12		414	$0
3ACFTWDSUT1030	Develop MUAA- City of Fort Worth	20	01-Oct-12	26-Oct-12	290	$0
3ACFTWDSUT1040	Prepare & Deliver MUAA - City of Fort Worth	5	29-Oct-12	02-Nov-12	290	$0
3ACFTWDSUT1050	MUAA Interim Comments by TxDOT (round 1) - City of Fort Worth	10	05-Nov-12	16-Nov-12	287	$0
3ACFTWDSUT1060	MUAA Comments by Owner (round 1) - City of Fort Worth	15	05-Nov-12	26-Nov-12	290	$0
3ACFTWDSUT1070	Address Comments from Owner & TxDOT (round 1) - City of Fort Worth	10	27-Nov-12	10-Dec-12	290	$0
3ACFTWDSUT1080	MUAA Comments by Owner (round 2) - City of Fort Worth	15	11-Dec-12	02-Jan-13	291	$0
3ACFTWDSUT1090	MUAA Interim Comments by TxDOT (round 2) - City of Fort Worth	15	17-Dec-12	10-Jan-13	278	$0
3ACFTWDSUT1100	Address Comments from Owner & TxDOT (round 2) - City of Fort Worth	10	11-Jan-13	24-Jan-13	285	$0
3ACFTWDSUT1110	MUAA Comments by Owner (round 3) - City of Fort Worth	15	25-Jan-13	14-Feb-13	285	$0
3ACFTWDSUT1120	MUAA Interim Comments by TxDOT (round 3) - City of Fort Worth	10	25-Feb-13	08-Mar-13	264	$0
3ACFTWDSUT1130	Address Comments from Owner & TxDOT (round 3) - City of Fort Worth	10	11-Mar-13	22-Mar-13	269	$0
3ACFTWDSUT1140	Final Submittal to TxDOT - City of Fort Worth	15	15-Apr-13	03-May-13	254	$0
3ACFTWMSUT1150	MUAA Process Complete and Ready for Assembly Package - City of Fort Worth	0		03-May-13	366	$0
3ACFTWMSUT1160	TxDOT Final Approval - City of Fort Worth	0		03-May-13	249	$0
Utility Design		117	01-Oct-12	12-Mar-13	298	$0
3ACFTWMSUT1170	Start of Utility Design Process - City of Fort Worth	0	01-Oct-12		463	$0
3ACFTWDSUT1180	Utility Design Kick-Off Meeting - City of Fort Worth	2	01-Oct-12	02-Oct-12	322	$0
3ACFTWDSUT1190	Utility Design - 60% - City of Fort Worth	30	03-Oct-12	13-Nov-12	322	$0
3ACFTWDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - City of Fort Worth	20	14-Nov-12	12-Dec-12	322	$0
3ACFTWDSUT1200	Utility Design - 90% - City of Fort Worth	20	03-Dec-12	31-Dec-12	310	$0
3ACFTWDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - City of Fort Worth	10	03-Dec-12	14-Dec-12	310	$0
3ACFTWDSUT1230	Utility Design Final Comments Incorporated - City of Fort Worth	5	02-Jan-13	08-Jan-13	310	$0
3ACFTWDSUT1240	TxDOT and OTS Review of Final Plans - City of Fort Worth	10	04-Feb-13	15-Feb-13	292	$0
3ACFTWDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - City of Fort Worth	10	18-Feb-13	01-Mar-13	292	$0
3ACFTWDSUT1260	Final Plans to be Incorporated in the Assembly Package - City of Fort Worth	7	04-Mar-13	12-Mar-13	292	$0
3ACFTWMSUT1270	Final Utility Design Ready for Assembly Package - City of Fort Worth	0		12-Mar-13	418	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Signature Process		38	06-May-13	27-Jun-13	254	$0
3ACFTWDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - City of Fort Worth	10	06-May-13	17-May-13	254	$0
3ACFTWDSUT1290	Owner Review & Signature - City of Fort Worth	10	20-May-13	03-Jun-13	254	$0
3ACFTWDSUT1300	Contractor Review & Signature - City of Fort Worth	3	04-Jun-13	06-Jun-13	254	$0
3ACFTWDSUT1310	Developer Review & Signature - City of Fort Worth	5	07-Jun-13	13-Jun-13	254	$0
3ACFTWDSUT1320	TxDOT Review & Approval - City of Fort Worth	10	14-Jun-13	27-Jun-13	254	$0
Procurement		28	06-May-13	12-Jun-13	271	$0
3ACFTWDSUT1330	R.F.P. Preparation - City of Fort Worth	5	06-May-13	10-May-13	265	$0
3ACFTWDSUT1340	R.F.P. Solicitation - City of Fort Worth	15	13-May-13	03-Jun-13	265	$0
3ACFTWDSUT1350	Review and Selection of Contractor (s) -.City of Fort Worth	5	04-Jun-13	10-Jun-13	265	$0
3ACFTWDSUT1360	Executed Agreement with Contractor(s) - City of Fort Worth	2	11-Jun-13	12-Jun-13	265	$0
3ACFTWMSUT1370	Issuance of NTP to Contractor(s) - City of Fort Worth	0		12-Jun-13	379	$0
Energy Transfer		205	01-Oct-12	12-Jul-13	279	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	279	$0
3AENTRMSUT1000	Start of Utility Assembly Package Relocation Process - Energy Transfer	0	01-Oct-12		459	$0
3AENTRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Energy Transfer	0		12-Jul-13	391	$0
MUAA Process		165	01-Oct-12	17-May-13	280	$0
3AENTRMSUT1020	Start of MUAA Process - Energy Transfer	0	01-Oct-12		459	$0
3AENTRDSUT1030	Develop MUAA- Energy Transfer	20	01-Oct-12	26-Oct-12	320	$0
3AENTRDSUT1040	Prepare & Deliver MUAA- Energy Transfer	5	29-Oct-12	02-Nov-12	320	$0
3AENTRDSUT1060	MUAA Comments by Owner (round 1) - Energy Transfer	15	05-Nov-12	26-Nov-12	320	$0
3AENTRDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Energy Transfer	10	19-Nov-12	04-Dec-12	305	$0
3AENTRDSUT1070	Address Comments from Owner & TxDOT (round 1) - Energy Transfer	10	05-Dec-12	18-Dec-12	314	$0
3AENTRDSUT1080	MUAA Comments by Owner (round 2) - Energy Transfer	15	19-Dec-12	10-Jan-13	314	$0
3AENTRDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Energy Transfer	15	07-Jan-13	28-Jan-13	296	$0
3AENTRDSUT1100	Address Comments from Owner & TxDOT (round 2) - Energy Transfer	10	29-Jan-13	11-Feb-13	302	$0
3AENTRDSUT1110	MUAA Comments by Owner (round 3) - Energy Transfer	15	12-Feb-13	04-Mar-13	302	$0
3AENTRDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Energy Transfer	10	25-Mar-13	05-Apr-13	273	$0
3AENTRDSUT1130	Address Comments from Owner & TxDOT (round 3) - Energy Transfer	10	08-Apr-13	19-Apr-13	278	$0
3AENTRDSUT1140	Final Submittal to TxDOT - Energy Transfer	15	29-Apr-13	17-May-13	273	$0
3AENTRMSUT1150	MUAA Process Complete and Ready for Assembly Package - Energy Transfer	0		17-May-13	394	$0
3AENTRMSUT1160	TxDOT Final Approval - Energy Transfer	0		17-May-13	268	$0
Utility Design		137	01-Oct-12	09-Apr-13	308	$0
3AENTRMSUT1170	Start of Utility Design Process - Energy Transfer	0	01-Oct-12		504	$0
3AENTRDSUT1180	Utility Design Kick-Off Meeting - Energy Transfer	2	01-Oct-12	02-Oct-12	351	$0
3AENTRDSUT1190	Utility Design - 60% - Energy Transfer	30	03-Oct-12	13-Nov-12	351	$0
3AENTRDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Energy Transfer	20	14-Nov-12	12-Dec-12	351	$0
3AENTRDSUT1200	Utility Design - 90% - Energy Transfer	20	31-Dec-12	28-Jan-13	320	$0
3AENTRDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Energy Transfer	10	31-Dec-12	14-Jan-13	320	$0
3AENTRDSUT1230	Utility Design Final Comments Incorporated - Energy Transfer	5	29-Jan-13	04-Feb-13	320	$0
3AENTRDSUT1240	TxDOT and OTS Review of Final Plans - Energy Transfer	10	04-Mar-13	15-Mar-13	301	$0
3AENTRDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Energy Transfer	10	18-Mar-13	29-Mar-13	301	$0
3AENTRDSUT1260	Final Plans to be Incorporated in the Assembly Package - Energy Transfer	7	01-Apr-13	09-Apr-13	301	$0
3AENTRMSUT1270	Final Utility Design Ready for Assembly Package - Energy Transfer	0		09-Apr-13	432	$0
Signature Process		38	20-May-13	12-Jul-13	273	$0
3AENTRDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Energy Transfer	10	20-May-13	03-Jun-13	273	$0
3AENTRDSUT1290	Owner Review & Signature - Energy Transfer	10	04-Jun-13	17-Jun-13	273	$0
3AENTRDSUT1300	Contractor Review & Signature - Energy Transfer	3	18-Jun-13	20-Jun-13	273	$0
3AENTRDSUT1310	Developer Review & Signature - Energy Transfer	5	21-Jun-13	27-Jun-13	273	$0
3AENTRDSUT1320	TxDOT Review & Approval - Energy Transfer	10	28-Jun-13	12-Jul-13	273	$0
Procurement		28	20-May-13	26-Jun-13	291	$0
3AENTRDSUT1330	R.F.P. Preparation - Energy Transfer	5	20-May-13	24-May-13	284	$0
3AENTRDSUT1340	R.F.P. Solicitation - Energy Transfer	15	28-May-13	17-Jun-13	284	$0
3AENTRDSUT1350	Review and Selection of Contractor (s) - Energy Transfer	5	18-Jun-13	24-Jun-13	284	$0
3AENTRDSUT1360	Executed Agreement with Contractor(s) - Energy Transfer	2	25-Jun-13	26-Jun-13	284	$0
3AENTRMSUT1370	Issuance of NTP to Contractor(s) - Energy Transfer	0		26-Jun-13	407	$0
Magellan Pipeline		200	01-Oct-12	05-Jul-13	270	$0
Utility Assembly Package		200	01-Oct-12	05-Jul-13	270	$0
3AMAGEMSUT1000	Start of Utility Assembly Package Relocation Process - Magellan Pipeline	0	01-Oct-12		437	$0
3AMAGEMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Magellan Pipeline	0		05-Jul-13	380	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
MUAA Process		160	01-Oct-12	10-May-13	271	$0
3AMAGEDSUT1020	Develop MUAA - Magellan Pipeline	20	01-Oct-12	26-Oct-12	306	$0
3AMAGEMSUT1020	Start of MUAA Process - Magellan Pipeline	0	01-Oct-12		437	$0
3AMAGEDSUT1040	Prepare & Deliver MUAA - Magellan Pipeline	5	29-Oct-12	02-Nov-12	306	$0
3AMAGEDSUT1050	MUAA Comments by Owner (round 1) - Magellan Pipeline	15	05-Nov-12	26-Nov-12	306	$0
3AMAGEDSUT1060	MUAA Interim Comments by TxDOT (round 1) - Magellan Pipeline	10	12-Nov-12	27-Nov-12	297	$0
3AMAGEDSUT1070	Address Comments from Owner & TxDOT (round 1) - Magellan Pipeline	10	28-Nov-12	11-Dec-12	305	$0
3AMAGEDSUT1080	MUAA Comments by Owner (round 2) - Magellan Pipeline	15	12-Dec-12	03-Jan-13	305	$0
3AMAGEDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Magellan Pipeline	15	27-Dec-12	17-Jan-13	288	$0
3AMAGEDSUT1100	Address Comments from Owner & TxDOT (round 2) - Magellan Pipeline	10	18-Jan-13	31-Jan-13	295	$0
3AMAGEDSUT1110	MUAA Comments by Owner (round 3) - Magellan Pipeline	15	01-Feb-13	21-Feb-13	295	$0
3AMAGEDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Magellan Pipeline	10	04-Mar-13	15-Mar-13	274	$0
3AMAGEDSUT1130	Address Comments from Owner & TxDOT (round 3) - Magellan Pipeline	10	18-Mar-13	29-Mar-13	279	$0
3AMAGEDSUT1140	Final Submittal to TxDOT - Magellan Pipeline	15	22-Apr-13	10-May-13	264	$0
3AMAGEMSUT1150	MUAA Process Complete and Ready for Assembly Package - Magellan Pipeline	0		10-May-13	381	$0
3AMAGEMSUT1160	TxDOT Final Approval - Magellan Pipeline	0		10-May-13	259	$0
Utility Design		122	01-Oct-12	19-Mar-13	309	$0
3AMAGEMSUT1170	Start of Utility Design Process - Magellan Pipeline	0	01-Oct-12		484	$0
3AMAGEDSUT1180	Utility Design Kick-Off Meeting - Magellan Pipeline	2	01-Oct-12	02-Oct-12	337	$0
3AMAGEDSUT1190	Utility Design - 60% - Magellan Pipeline	30	03-Oct-12	13-Nov-12	337	$0
3AMAGEDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Magellan Pipeline	20	14-Nov-12	12-Dec-12	337	$0
3AMAGEDSUT1200	Utility Design - 90% - Magellan Pipeline	20	10-Dec-12	08-Jan-13	320	$0
3AMAGEDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Magellan Pipeline	10	10-Dec-12	21-Dec-12	320	$0
3AMAGEDSUT1230	Utility Design Final Comments Incorporated - Magellan Pipeline	5	09-Jan-13	15-Jan-13	320	$0
3AMAGEDSUT1240	TxDOT and OTS Review of Final Plans - Magellan Pipeline	10	11-Feb-13	22-Feb-13	302	$0
3AMAGEDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Magellan Pipeline	10	25-Feb-13	08-Mar-13	302	$0
3AMAGEDSUT1260	Final Plans to be Incorporated in the Assembly Package - Magellan Pipeline	7	11-Mar-13	19-Mar-13	302	$0
3AMAGEMSUT1270	Final Utility Design Ready for Assembly Package - Magellan Pipeline	0		19-Mar-13	433	$0
Signature Process		38	13-May-13	05-Jul-13	264	$0
3AMAGEDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Magellan Pipeline	10	13-May-13	24-May-13	264	$0
3AMAGEDSUT1290	Owner Review & Signature - Magellan Pipeline	10	28-May-13	10-Jun-13	264	$0
3AMAGEDSUT1300	Contractor Review & Signature - Magellan Pipeline	3	11-Jun-13	13-Jun-13	264	$0
3AMAGEDSUT1310	Developer Review & Signature - Magellan Pipeline	5	14-Jun-13	20-Jun-13	264	$0
3AMAGEDSUT1320	TxDOT Review & Approval - Magellan Pipeline	10	21-Jun-13	05-Jul-13	264	$0
Procurement		28	13-May-13	19-Jun-13	262	$0
3AMAGEDSUT1330	R.F.P. Preparation - Magellan Pipeline	5	13-May-13	17-May-13	275	$0
3AMAGEDSUT1340	R.F.P. Solicitation - Magellan Pipeline	15	20-May-13	10-Jun-13	275	$0
3AMAGEDSUT1350	Review and Selection of Contractor (s) - Magellan Pipeline	5	11-Jun-13	17-Jun-13	275	$0
3AMAGEDSUT1360	Executed Agreement with Contractor(s) - Magellan Pipeline	2	18-Jun-13	19-Jun-13	275	$0
3AMAGEMSUT1370	Issuance of NTP to Contractor(s) - Magellan Pipeline	0		19-Jun-13	396	$0
Oncor		194	01-Oct-12	27-Jun-13	129	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	129	$0
3AONCRMSUT1000	Start of Utility Assembly Package Relocation Process - Oncor	0	01-Oct-12		178	$0
3AONCRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Oncor	0		27-Jun-13	181	$0
MUAA Process		155	01-Oct-12	03-May-13	128	$0
3AONCRMSUT1020	Start of MUAA Process - Oncor	0	01-Oct-12		178	$0
3AONCRDSUT1030	Develop MUAA - Oncor	20	01-Oct-12	26-Oct-12	125	$0
3AONCRDSUT1040	Prepare & Deliver MUAA - Oncor	5	29-Oct-12	02-Nov-12	125	$0
3AONCRDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Oncor	10	05-Nov-12	16-Nov-12	120	$0
3AONCRDSUT1060	MUAA Comments by Owner (round 1) - Oncor	15	05-Nov-12	26-Nov-12	162	$0
3AONCRDSUT1070	Address Comments from Owner & TxDOT (round 1) - Oncor	10	27-Nov-12	10-Dec-12	162	$0
3AONCRDSUT1080	MUAA Comments by Owner (round 2) - Oncor	15	11-Dec-12	02-Jan-13	162	$0
3AONCRDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Oncor	15	17-Dec-12	10-Jan-13	154	$0
3AONCRDSUT1100	Address Comments from Owner & TxDOT (round 2) - Oncor	10	11-Jan-13	24-Jan-13	156	$0
3AONCRDSUT1110	MUAA Comments by Owner (round 3) - Oncor	15	25-Jan-13	14-Feb-13	156	$0
3AONCRDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Oncor	10	19-Feb-13	04-Mar-13	144	$0
3AONCRDSUT1130	Address Comments from Owner & TxDOT (round 3) - Oncor	10	05-Mar-13	18-Mar-13	144	$0
3AONCRDSUT1140	Final Submittal to TxDOT - Oncor	15	15-Apr-13	03-May-13	125	$0
3AONCRMSUT1150	MUAA Process Complete and Ready for Assembly Package - Oncor	0		03-May-13	180	$0
3AONCRMSUT1160	TxDOT Final Approval - Oncor	0		03-May-13	125	$0


12 2013 2014 2015 2016 2017 2018 2019 2020 2021
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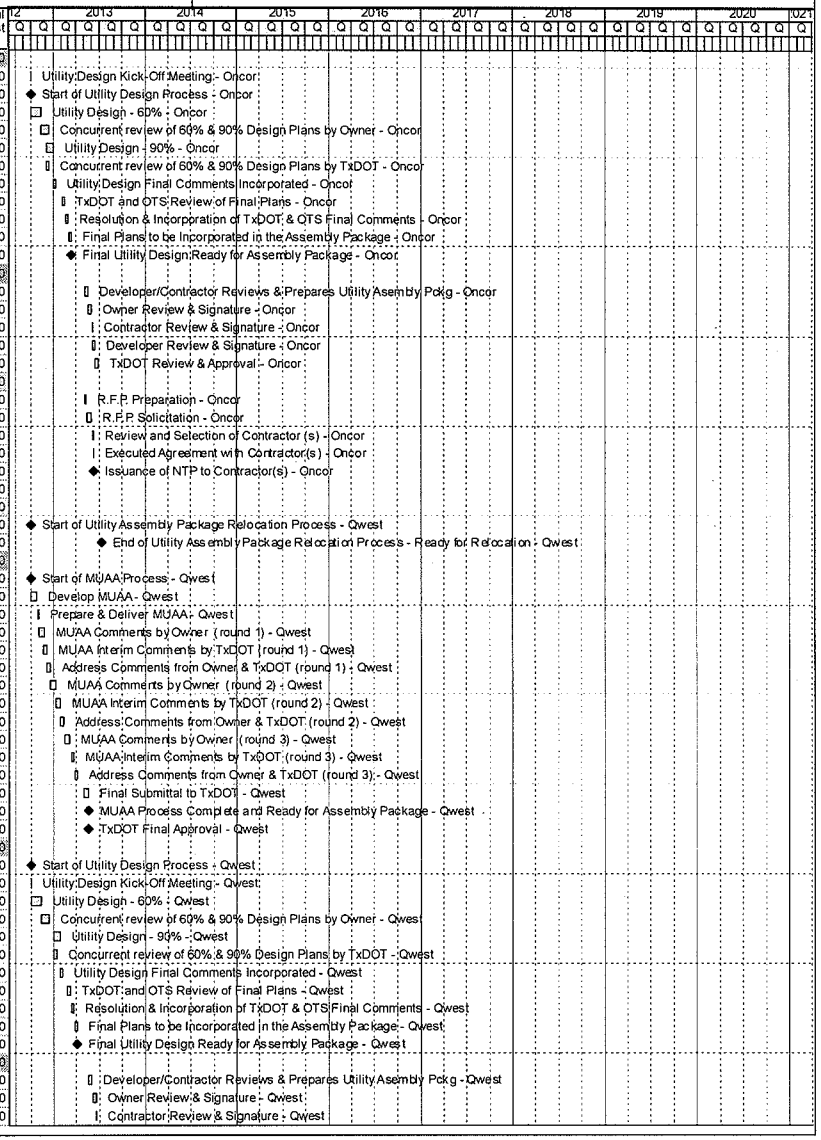
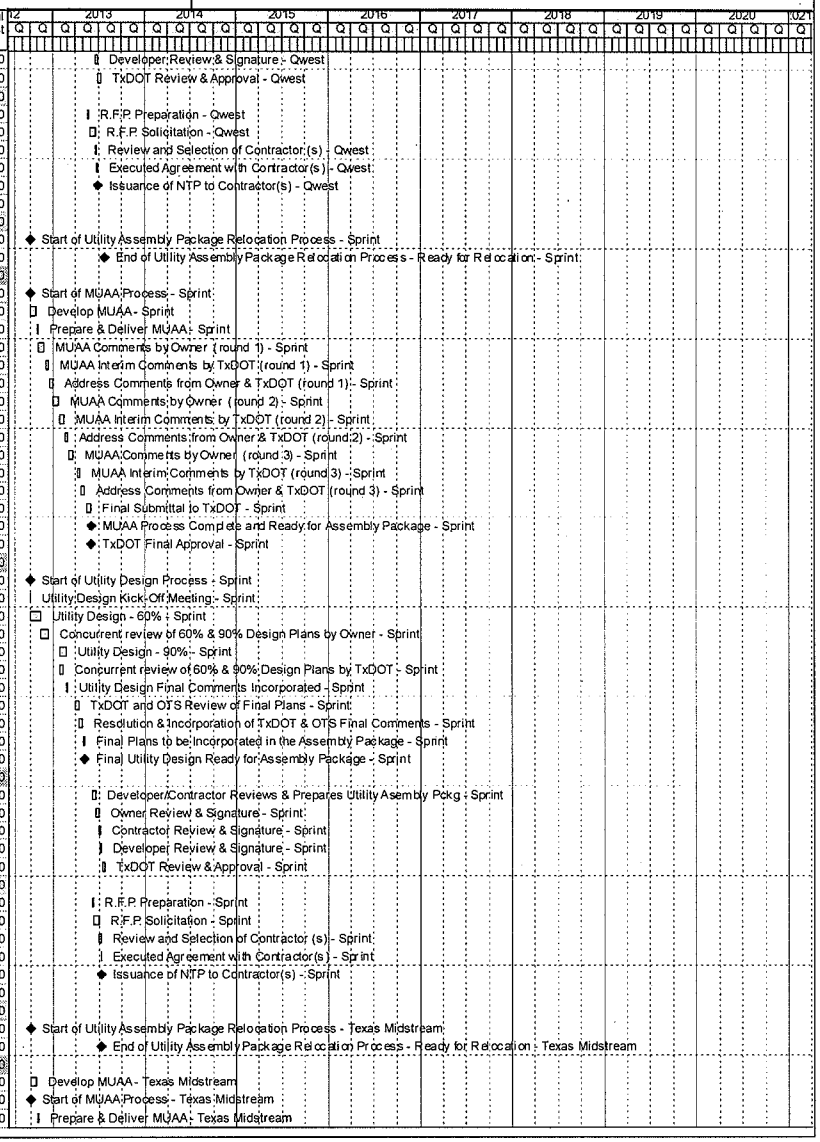
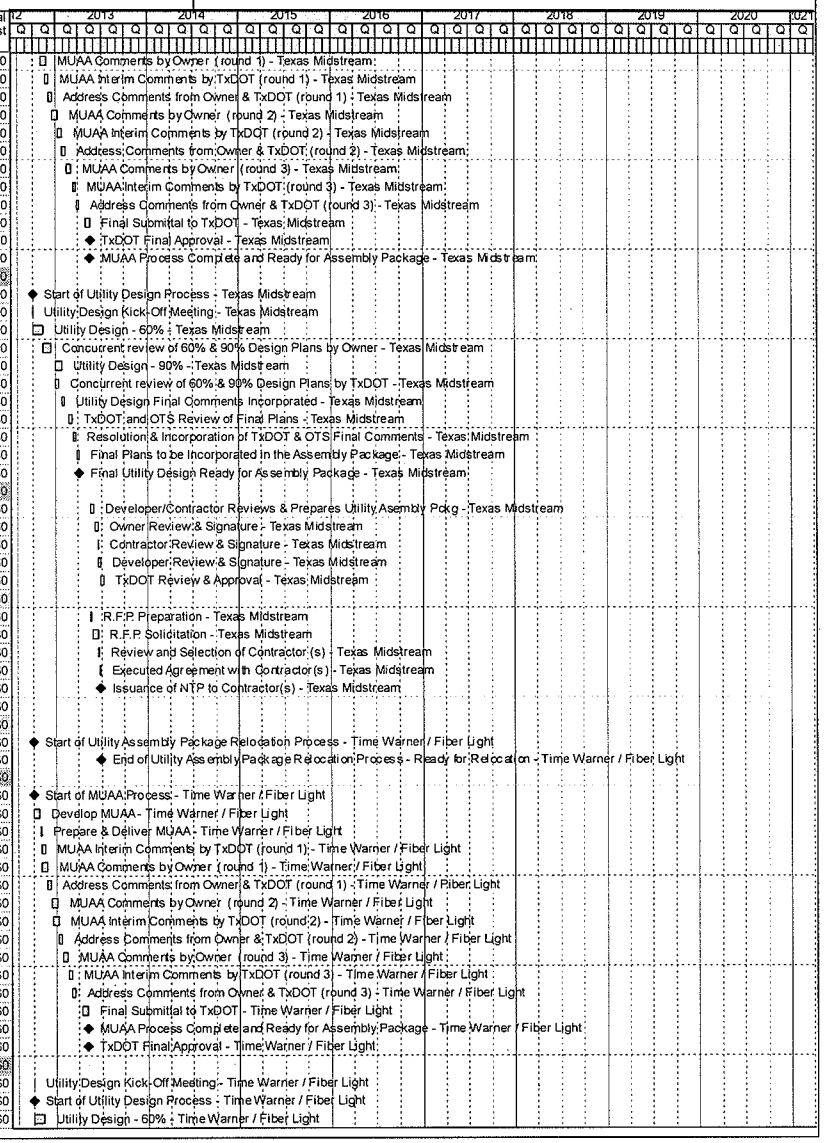
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Utility Design		117	01-Oct-12	12-Mar-13	166	$0
3AONCRDSUT1180	Utility Design Kick-Off Meeting - Oncor	2	01-Oct-12	02-Oct-12	193	$0
3AONCRMSUT1170	Start of Utility Design Process - Oncor	0	01-Oct-12		275	$0
3AONCRDSUT1190	Utility Design - 60% - Oncor	30	03-Oct-12	13-Nov-12	193	$0
3AONCRDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Oncor	20	14-Nov-12	12-Dec-12	193	$0
3AONCRDSUT1200	Utility Design - 90% - Oncor	20	03-Dec-12	31-Dec-12	181	$0
3AONCRDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Oncor	10	03-Dec-12	14-Dec-12	181	$0
3AONCRDSUT1230	Utility Design Final Comments Incorporated - Oncor	5	02-Jan-13	08-Jan-13	181	$0
3AONCRDSUT1240	TxDOT and OTS Review of Final Plans - Oncor	10	04-Feb-13	15-Feb-13	163	$0
3AONCRDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Oncor	10	18-Feb-13	01-Mar-13	163	$0
3AONCRDSUT1260	Final Plans to be Incorporated in the Assembly Package - Oncor	7	04-Mar-13	12-Mar-13	163	$0
3AONCRMSUT1270	Final Utility Design Ready for Assembly Package - Oncor	0		12-Mar-13	232	$0
Signature Process		38	06-May-13	27-Jun-13	125	$0
3AONCRDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Oncor	10	06-May-13	17-May-13	125	$0
3AONCRDSUT1290	Owner Review & Signature - Oncor	10	20-May-13	03-Jun-13	125	$0
3AONCRDSUT1300	Contractor Review & Signature - Oncor	3	04-Jun-13	06-Jun-13	125	$0
3AONCRDSUT1310	Developer Review & Signature - Oncor	5	07-Jun-13	13-Jun-13	125	$0
3AONCRDSUT1320	TxDOT Review & Approval - Oncor	10	14-Jun-13	27-Jun-13	125	$0
Procurement		28	06-May-13	12-Jun-13	140	$0
3AONCRDSUT1330	R.F.P. Preparation - Oncor	5	06-May-13	10-May-13	136	$0
3AONCRDSUT1340	R.F.P. Solicitation - Oncor	15	13-May-13	03-Jun-13	136	$0
3AONCRDSUT1350	Review and Selection of Contractor (s) - Oncor	5	04-Jun-13	10-Jun-13	136	$0
3AONCRDSUT1360	Executed Agreement with Contractor(s) - Oncor	2	11-Jun-13	12-Jun-13	136	$0
3AONCRMSUT1370	Issuance of NTP to Contractor(s) - Oncor	0		12-Jun-13	196	$0
Qwest		205	01-Oct-12	12-Jul-13	279	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	279	$0
3AQWSTMSUT1001	Start of Utility Assembly Package Relocation Process - Qwest	0	01-Oct-12		459	$0
3AQWSTMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Qwest	0		12-Jul-13	391	$0
MUAA Process		165	01-Oct-12	17-May-13	280	$0
3AQWSTMSUT1020	Start of MUAA Process - Qwest	0	01-Oct-12		459	$0
3AQWSTDSUT1030	Develop MUAA - Qwest	20	01-Oct-12	26-Oct-12	320	$0
3AQWSTDSUT1040	Prepare & Deliver MUAA - Qwest	5	29-Oct-12	02-Nov-12	320	$0
3AQWSTDSUT1060	MUAA Comments by Owner (round 1) - Qwest	15	05-Nov-12	26-Nov-12	320	$0
3AQWSTDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Qwest	10	19-Nov-12	04-Dec-12	305	$0
3AQWSTDSUT1070	Address Comments from Owner & TxDOT (round 1) - Qwest	10	05-Dec-12	18-Dec-12	314	$0
3AQWSTDSUT1080	MUAA Comments by Owner (round 2) - Qwest	15	19-Dec-12	10-Jan-13	314	$0
3AQWSTDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Qwest	15	07-Jan-13	28-Jan-13	296	$0
3AQWSTDSUT1100	Address Comments from Owner & TxDOT (round 2) - Qwest	10	29-Jan-13	11-Feb-13	302	$0
3AQWSTDSUT1110	MUAA Comments by Owner (round 3) - Qwest	15	12-Feb-13	04-Mar-13	302	$0
3AQWSTDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Qwest	10	11-Mar-13	22-Mar-13	283	$0
3AQWSTDSUT1130	Address Comments from Owner & TxDOT (round 3) - Qwest	10	25-Mar-13	05-Apr-13	288	$0
3AQWSTDSUT1140	Final Submittal to TxDOT - Qwest	15	29-Apr-13	17-May-13	273	$0
3AQWSTMSUT1150	MUAA Process Complete and Ready for Assembly Package - Qwest	0		17-May-13	394	$0
3AQWSTMSUT1160	TxDOT Final Approval - Qwest	0		17-May-13	268	$0
Utility Design		132	01-Oct-12	02-Apr-13	313	$0
3AQWSTMSUT1170	Start of Utility Design Process - Qwest	0	01-Oct-12		504	$0
3AQWSTDSUT1180	Utility Design Kick-Off Meeting - Qwest	2	01-Oct-12	02-Oct-12	351	$0
3AQWSTDSUT1190	Utility Design - 60% - Qwest	30	03-Oct-12	13-Nov-12	351	$0
3AQWSTDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Qwest	20	14-Nov-12	12-Dec-12	351	$0
3AQWSTDSUT1200	Utility Design - 90% - Qwest	20	31-Dec-12	28-Jan-13	320	$0
3AQWSTDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Qwest	10	31-Dec-12	14-Jan-13	320	$0
3AQWSTDSUT1230	Utility Design Final Comments Incorporated - Qwest	5	29-Jan-13	04-Feb-13	320	$0
3AQWSTDSUT1240	TxDOT and OTS Review of Final Plans - Qwest	10	25-Feb-13	08-Mar-13	306	$0
3AQWSTDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Qwest	10	11-Mar-13	22-Mar-13	306	$0
3AQWSTDSUT1260	Final Plans to be Incorporated in the Assembly Package - Qwest	7	25-Mar-13	02-Apr-13	306	$0
3AQWSTMSUT1270	Final Utility Design Ready for Assembly Package - Qwest	0		02-Apr-13	439	$0
Signature Process		38	20-May-13	12-Jul-13	273	$0
3AQWSTDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Qwest	10	20-May-13	03-Jun-13	273	$0
3AQWSTDSUT1290	Owner Review & Signature - Qwest	10	04-Jun-13	17-Jun-13	273	$0
3AQWSTDSUT1300	Contractor Review & Signature - Qwest	3	18-Jun-13	20-Jun-13	273	$0



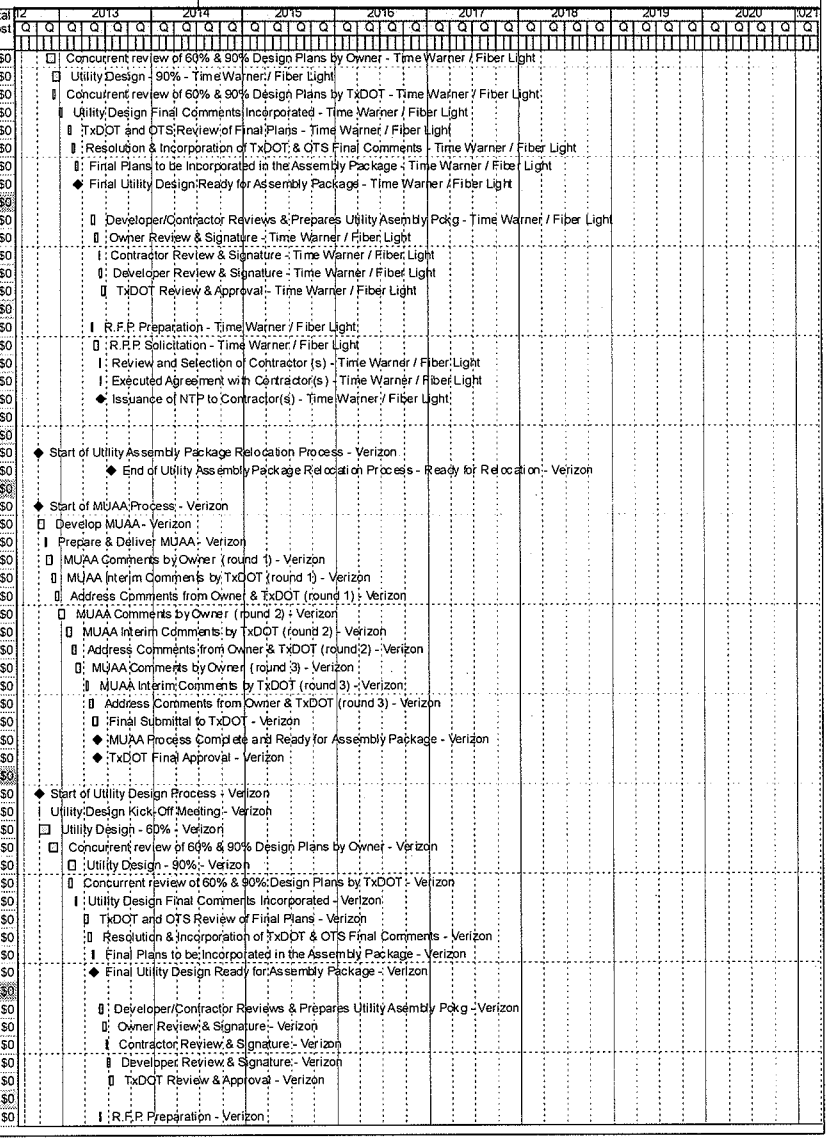
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AQWSTDSUT1310	Developer Review & Signature - Qwest	5	21-Jun-13	27-Jun-13	273	$0
3AQWSTDSUT1320	TxDOT Review & Approval - Qwest	10	28-Jun-13	12-Jul-13	273	$0
Procurement		28	20-May-13	26-Jun-13	291	$0
3AQWSTDSUT1330	R.F.P. Preparation - Qwest	5	20-May-13	24-May-13	284	$0
3AQWSTDSUT1340	R.F.P. Solicitation - Qwest	15	28-May-13	17-Jun-13	284	$0
3AQWSTDSUT1350	Review and Selection of Contractor (s) - Qwest	5	18-Jun-13	24-Jun-13	284	$0
3AQWSTDSUT1360	Executed Agreement with Contractor(s) - Qwest	2	25-Jun-13	26-Jun-13	284	$0
3AQWSTMSUT1370	Issuance of NTP to Contractor(s) - Qwest	0		26-Jun-13	407	$0
Sprint		215	01-Oct-12	26-Jul-13	514	$0
Utility Assembly Package		215	01-Oct-12	26-Jul-13	514	$0
3ASPRTMSUT1000	Start of Utility Assembly Package Relocation Process - Sprint	0	01-Oct-12		801	$0
3ASPRTMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Sprint	0		26-Jul-13	720	$0
MUAA Process		176	01-Oct-12	03-Jun-13	515	$0
3ASPRTMSUT1020	Start of MUAA Process - Sprint	0	01-Oct-12		801	$0
3ASPRTDSUT1030	Develop MUAA - Sprint	20	01-Oct-12	26-Oct-12	560	$0
3ASPRTDSUT1040	Prepare & Deliver MUAA - Sprint	5	29-Oct-12	02-Nov-12	560	$0
3ASPRTDSUT1060	MUAA Comments by Owner (round 1) - Sprint	15	05-Nov-12	26-Nov-12	560	$0
3ASPRTDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Sprint	10	03-Dec-12	14-Dec-12	533	$0
3ASPRTDSUT1070	Address Comments from Owner & TxDOT (round 1) - Sprint	10	17-Dec-12	31-Dec-12	546	$0
3ASPRTDSUT1080	MUAA Comments by Owner (round 2) - Sprint	15	02-Jan-13	22-Jan-13	546	$0
3ASPRTDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Sprint	15	28-Jan-13	15-Feb-13	517	$0
3ASPRTDSUT1100	Address Comments from Owner & TxDOT (round 2) - Sprint	10	18-Feb-13	01-Mar-13	528	$0
3ASPRTDSUT1110	MUAA Comments by Owner (round 3) - Sprint	15	04-Mar-13	22-Mar-13	528	$0
3ASPRTDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Sprint	10	08-Apr-13	19-Apr-13	498	$0
3ASPRTDSUT1130	Address Comments from Owner & TxDOT (round 3) - Sprint	10	22-Apr-13	03-May-13	508	$0
3ASPRTDSUT1140	Final Submittal to TxDOT - Sprint	15	13-May-13	03-Jun-13	503	$0
3ASPRTMSUT1150	MUAA Process Complete and Ready for Assembly Package - Sprint	0		03-Jun-13	721	$0
3ASPRTMSUT1160	TxDOT Final Approval - Sprint	0		03-Jun-13	493	$0
Utility Design		157	01-Oct-12	07-May-13	534	$0
3ASPRTMSUT1170	Start of Utility Design Process - Sprint	0	01-Oct-12		848	$0
3ASPRTDSUT1180	Utility Design Kick-Off Meeting - Sprint	2	01-Oct-12	02-Oct-12	591	$0
3ASPRTDSUT1190	Utility Design - 60% - Sprint	30	03-Oct-12	13-Nov-12	591	$0
3ASPRTDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Sprint	20	14-Nov-12	12-Dec-12	591	$0
3ASPRTDSUT1200	Utility Design - 90% - Sprint	20	28-Jan-13	22-Feb-13	541	$0
3ASPRTDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Sprint	10	28-Jan-13	08-Feb-13	541	$0
3ASPRTDSUT1230	Utility Design Final Comments Incorporated - Sprint	5	25-Feb-13	01-Mar-13	541	$0
3ASPRTDSUT1240	TxDOT and OTS Review of Final Plans - Sprint	10	01-Apr-13	12-Apr-13	521	$0
3ASPRTDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Sprint	10	15-Apr-13	26-Apr-13	521	$0
3ASPRTDSUT1260	Final Plans to be Incorporated in the Assembly Package - Sprint	7	29-Apr-13	07-May-13	521	$0
3ASPRTMSUT1270	Final Utility Design Ready for Assembly Package - Sprint	0		07-May-13	748	$0
Signature Process		38	04-Jun-13	26-Jul-13	503	$0
3ASPRTDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Sprint	10	04-Jun-13	17-Jun-13	503	$0
3ASPRTDSUT1290	Owner Review & Signature - Sprint	10	18-Jun-13	01-Jul-13	503	$0
3ASPRTDSUT1300	Contractor Review & Signature - Sprint	3	02-Jul-13	05-Jul-13	503	$0
3ASPRTDSUT1310	Developer Review & Signature - Sprint	5	08-Jul-13	12-Jul-13	503	$0
3ASPRTDSUT1320	TxDOT Review & Approval - Sprint	10	15-Jul-13	26-Jul-13	503	$0
Procurement		28	04-Jun-13	11-Jul-13	525	$0
3ASPRTDSUT1330	R.F.P. Preparation - Sprint	5	04-Jun-13	10-Jun-13	514	$0
3ASPRTDSUT1340	R.F.P. Solicitation - Sprint	15	11-Jun-13	01-Jul-13	514	$0
3ASPRTDSUT1350	Review and Selection of Contractor (s) - Sprint	5	02-Jul-13	09-Jul-13	514	$0
3ASPRTDSUT1360	Executed Agreement with Contractor(s) - Sprint	2	10-Jul-13	11-Jul-13	514	$0
3ASPRTMSUT1370	Issuance of NTP to Contractor(s) - Sprint	0		11-Jul-13	735	$0
Texas Midstream		205	01-Oct-12	12-Jul-13	273	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	273	$0
3ATEMIMSUT1000	Start of Utility Assembly Package Relocation Process - Texas Midstream	0	01-Oct-12		449	$0
3ATEMIMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Texas Midstream	0		12-Jul-13	383	$0
MUAA Process		165	01-Oct-12	17-May-13	274	$0
3ATEMIDSUT1030	Develop MUAA - Texas Midstream	20	01-Oct-12	26-Oct-12	314	$0
3ATEMIMSUT1020	Start of MUAA Process - Texas Midstream	0	01-Oct-12		449	$0
3ATEMIDSUT1040	Prepare & Deliver MUAA - Texas Midstream	5	29-Oct-12	02-Nov-12	314	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ATEMIDSUT1060	MUAA Comments by Owner (round 1) - Texas Midstream	15	05-Nov-12	26-Nov-12	314	$0
3ATEMIDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Texas Midstream	10	19-Nov-12	04-Dec-12	299	$0
3ATEMIDSUT1070	Address Comments from Owner & TxDOT (round 1) - Texas Midstream	10	05-Dec-12	18-Dec-12	308	$0
3ATEMIDSUT1080	MUAA Comments by Owner (round 2) - Texas Midstream	15	19-Dec-12	10-Jan-13	308	$0
3ATEMIDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Texas Midstream	15	07-Jan-13	28-Jan-13	290	$0
3ATEMIDSUT1100	Address Comments from Owner & TxDOT (round 2) - Texas Midstream	10	29-Jan-13	11-Feb-13	296	$0
3ATEMIDSUT1110	MUAA Comments by Owner (round 3) - Texas Midstream	15	12-Feb-13	04-Mar-13	296	$0
3ATEMIDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Texas Midstream	10	11-Mar-13	22-Mar-13	277	$0
3ATEMIDSUT1130	Address Comments from Owner & TxDOT (round 3) - Texas Midstream	10	25-Mar-13	05-Apr-13	282	$0
3ATEMIDSUT1140	Final Submittal to TxDOT - Texas Midstream	15	29-Apr-13	17-May-13	267	$0
3ATEMIMSUT1150	TxDOT Final Approval - Texas Midstream	0		17-May-13	262	$0
3ATEMIMSUT1160	MUAA Process Complete and Ready for Assembly Package - Texas Midstream	0		17-May-13	384	$0
Utility Design		132	01-Oct-12	02-Apr-13	397	$0
3ATEMIMSUT1170	Start of Utility Design Process - Texas Midstream	0	01-Oct-12		494	$0
3ATEMIDSUT1180	Utility Design Kick-Off Meeting - Texas Midstream	2	01-Oct-12	02-Oct-12	345	$0
3ATEMIDSUT1190	Utility Design - 60% - Texas Midstream	30	03-Oct-12	13-Nov-12	345	$0
3ATEMIDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Texas Midstream	20	14-Nov-12	12-Dec-12	345	$0
3ATEMIDSUT1200	Utility Design - 90% - Texas Midstream	20	31-Dec-12	28-Jan-13	314	$0
3ATEMIDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Texas Midstream	10	31-Dec-12	14-Jan-13	314	$0
3ATEMIDSUT1230	Utility Design Final Comments Incorporated - Texas Midstream	5	29-Jan-13	04-Feb-13	314	$0
3ATEMIDSUT1240	TxDOT and OTS Review of Final Plans - Texas Midstream	10	25-Feb-13	08-Mar-13	300	$0
3ATEMIDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Texas Midstream	10	11-Mar-13	22-Mar-13	300	$0
3ATEMIDSUT1260	Final Plans to be Incorporated in the Assembly Package - Texas Midstream	7	25-Mar-13	02-Apr-13	300	$0
3ATEMIMSUT1270	Final Utility Design Ready for Assembly Package - Texas Midstream	0		02-Apr-13	429	$0
Signature Process		38	20-May-13	12-Jul-13	267	$0
3ATEMIDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Texas Midstream	10	20-May-13	03-Jun-13	267	$0
3ATEMIDSUT1290	Owner Review & Signature - Texas Midstream	10	04-Jun-13	17-Jun-13	267	$0
3ATEMIDSUT1300	Contractor Review & Signature - Texas Midstream	3	18-Jun-13	20-Jun-13	267	$0
3ATEMIDSUT1310	Developer Review & Signature - Texas Midstream	5	21-Jun-13	27-Jun-13	267	$0
3ATEMIDSUT1320	TxDOT Review & Approval - Texas Midstream	10	28-Jun-13	12-Jul-13	267	$0
Procurement		28	20-May-13	26-Jun-13	285	$0
3ATEMIDSUT1330	R.F.P. Preparation - Texas Midstream	5	20-May-13	24-May-13	278	$0
3ATEMIDSUT1340	R.F.P. Solicitation - Texas Midstream	15	28-May-13	17-Jun-13	278	$0
3ATEMIDSUT1350	Review and Selection of Contractor (s) - Texas Midstream	5	18-Jun-13	24-Jun-13	278	$0
3ATEMIDSUT1360	Executed Agreement with Contractor(s) - Texas Midstream	2	25-Jun-13	26-Jun-13	278	$0
3ATEMIMSUT1370	Issuance of NTP to Contractor(s) - Texas Midstream	0		26-Jun-13	399	$0
Time Warner / Fiber Light		194	01-Oct-12	27-Jun-13	258	$0
Utility Assembly Package		194	01-Oct-12	27-Jun-13	258	$0
3ATMWRMSUT1000	Start of Utility Assembly Package Relocation Process - Time Warner / Fiber Light	0	01-Oct-12		410	$0
3ATMWRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Time Warner / Fit	0		27-Jun-13	362	$0
MUAA Process		155	01-Oct-12	03-May-13	258	$0
3ATMWRMSUT1020	Start of MUAA Process - Time Warner / Fiber Light	0	01-Oct-12		410	$0
3ATMWRDSUT1030	Develop MUAA - Time Warner / Fiber Light	20	01-Oct-12	26-Oct-12	288	$0
3ATMWRDSUT1040	Prepare & Deliver MUAA - Time Warner / Fiber Light	5	29-Oct-12	02-Nov-12	288	$0
3ATMWRDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Time Warner / Fiber Light	10	05-Nov-12	16-Nov-12	285	$0
3ATMWRDSUT1060	MUAA Comments by Owner (round 1) - Time Warner / Fiber Light	15	05-Nov-12	26-Nov-12	288	$0
3ATMWRDSUT1070	Address Comments from Owner & TxDOT (round 1) - Time Warner / Fiber Light	10	27-Nov-12	10-Dec-12	288	$0
3ATMWRDSUT1080	MUAA Comments by Owner (round 2) - Time Warner / Fiber Light	15	11-Dec-12	02-Jan-13	289	$0
3ATMWRDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Time Warner / Fiber Light	15	17-Dec-12	10-Jan-13	276	$0
3ATMWRDSUT1100	Address Comments from Owner & TxDOT (round 2) - Time Warner / Fiber Light	10	11-Jan-13	24-Jan-13	283	$0
3ATMWRDSUT1110	MUAA Comments by Owner (round 3) - Time Warner / Fiber Light	15	25-Jan-13	14-Feb-13	283	$0
3ATMWRDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Time Warner / Fiber Light	10	19-Feb-13	04-Mar-13	266	$0
3ATMWRDSUT1130	Address Comments from Owner & TxDOT (round 3) - Time Warner / Fiber Light	10	05-Mar-13	18-Mar-13	271	$0
3ATMWRDSUT1140	Final Submittal to TxDOT - Time Warner / Fiber Light	15	15-Apr-13	03-May-13	252	$0
3ATMWRMSUT1150	MUAA Process Complete and Ready for Assembly Package - Time Warner / Fiber Light	0		03-May-13	362	$0
3ATMWRMSUT1160	TxDOT Final Approval - Time Warner / Fiber Light	0		03-May-13	247	$0
Utility Design		117	01-Oct-12	12-Mar-13	296	$0
3ATMWRDSUT1170	Utility Design Kick-Off Meeting - Time Warner / Fiber Light	2	01-Oct-12	02-Oct-12	320	$0
3ATMWRMSUT1180	Start of Utility Design Process - Time Warner / Fiber Light	0	01-Oct-12		459	$0
3ATMWRDSUT1190	Utility Design - 60% - Time Warner / Fiber Light	30	03-Oct-12	13-Nov-12	320	$0

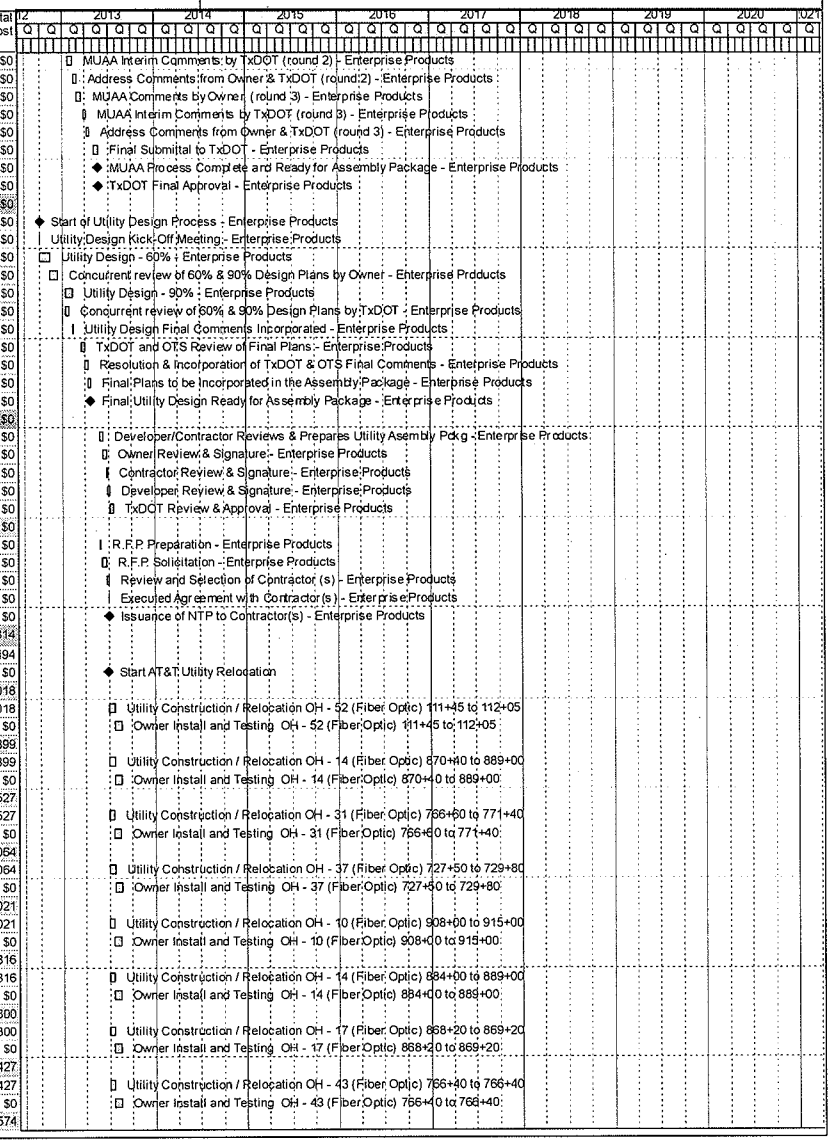


Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ATMWRDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Time Warner / Fiber Light	20	14-Nov-12	12-Dec-12	320	$0
3ATMWRDSUT1200	Utility Design - 90% - Time Warner / Fiber Light	20	03-Dec-12	31-Dec-12	308	$0
3ATMWRDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Time Warner / Fiber Light	10	03-Dec-12	14-Dec-12	308	$0
3ATMWRDSUT1230	Utility Design Final Comments Incorporated - Time Warner / Fiber Light	5	02-Jan-13	08-Jan-13	308	$0
3ATMWRDSUT1240	TxDOT and OTS Review of Final Plans - Time Warner / Fiber Light	10	04-Feb-13	15-Feb-13	290	$0
3ATMWRDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Time Warner / Fiber Light	10	18-Feb-13	01-Mar-13	290	$0
3ATMWRDSUT1260	Final Plans to be Incorporated in the Assembly Package - Time Warner / Fiber Light	7	04-Mar-13	12-Mar-13	290	$0
3ATMWRMSUT1270	Final Utility Design Ready for Assembly Package - Time Warner / Fiber Light	0		12-Mar-13	414	$0
Signature Process		38	06-May-13	27-Jun-13	252	$0
3ATMWRDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Time Warner / Fiber Light	10	06-May-13	17-May-13	252	$0
3ATMWRDSUT1290	Owner Review & Signature - Time Warner / Fiber Light	10	20-May-13	03-Jun-13	252	$0
3ATMWRDSUT1300	Contractor Review & Signature - Time Warner / Fiber Light	3	04-Jun-13	06-Jun-13	252	$0
3ATMWRDSUT1310	Developer Review & Signature - Time Warner / Fiber Light	5	07-Jun-13	13-Jun-13	252	$0
3ATMWRDSUT1320	TxDOT Review & Approval - Time Warner / Fiber Light	10	14-Jun-13	27-Jun-13	252	$0
Procurement		28	06-May-13	12-Jun-13	269	$0
3ATMWRDSUT1330	R.F.P. Preparation - Time Warner / Fiber Light	5	06-May-13	10-May-13	263	$0
3ATMWRDSUT1340	R.F.P. Solicitation - Time Warner / Fiber Light	15	13-May-13	03-Jun-13	263	$0
3ATMWRDSUT1350	Review and Selection of Contractor (s) - Time Warner / Fiber Light	5	04-Jun-13	10-Jun-13	263	$0
3ATMWRDSUT1360	Executed Agreement with Contractor(s) - Time Warner / Fiber Light	2	11-Jun-13	12-Jun-13	263	$0
3ATMWRMSUT1370	Issuance of NTP to Contractor(s) - Time Warner / Fiber Light	0		12-Jun-13	377	$0
Verizon		210	01-Oct-12	19-Jul-13	508	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	508	$0
3AVERZMSUT1000	Start of Utility Assembly Package Relocation Process - Verizon	0	01-Oct-12		785	$0
3AVERZMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Verizon	0		19-Jul-13	712	$0
MUAA Process		170	01-Oct-12	24-May-13	509	$0
3AVERZMSUT1020	Start of MUAA Process - Verizon	0	01-Oct-12		785	$0
3AVERZDSUT1030	Develop MUAA - Verizon	20	01-Oct-12	26-Oct-12	548	$0
3AVERZDSUT1040	Prepare & Deliver MUAA - Verizon	5	29-Oct-12	02-Nov-12	548	$0
3AVERZDSUT1060	MUAA Comments by Owner (round 1) - Verizon	15	05-Nov-12	26-Nov-12	548	$0
3AVERZDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Verizon	10	26-Nov-12	07-Dec-12	526	$0
3AVERZDSUT1070	Address Comments from Owner & TxDOT (round 1) - Verizon	10	10-Dec-12	21-Dec-12	539	$0
3AVERZDSUT1080	MUAA Comments by Owner (round 2) - Verizon	15	24-Dec-12	15-Jan-13	540	$0
3AVERZDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Verizon	15	22-Jan-13	11-Feb-13	510	$0
3AVERZDSUT1100	Address Comments from Owner & TxDOT (round 2) - Verizon	10	12-Feb-13	25-Feb-13	521	$0
3AVERZDSUT1110	MUAA Comments by Owner (round 3) - Verizon	15	26-Feb-13	18-Mar-13	521	$0
3AVERZDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Verizon	10	08-Apr-13	19-Apr-13	487	$0
3AVERZDSUT1130	Address Comments from Owner & TxDOT (round 3) - Verizon	10	22-Apr-13	03-May-13	497	$0
3AVERZDSUT1140	Final Submittal to TxDOT - Verizon	15	06-May-13	24-May-13	497	$0
3AVERZMSUT1150	MUAA Process Complete and Ready for Assembly Package - Verizon	0		24-May-13	713	$0
3AVERZMSUT1160	TxDOT Final Approval - Verizon	0		24-May-13	487	$0
Utility Design		157	01-Oct-12	07-May-13	522	$0
3AVERZMSUT1170	Start of Utility Design Process - Verizon	0	01-Oct-12		833	$0
3AVERZDSUT1180	Utility Design Kick-Off Meeting - Verizon	2	01-Oct-12	02-Oct-12	580	$0
3AVERZDSUT1190	Utility Design - 60% - Verizon	30	03-Oct-12	13-Nov-12	580	$0
3AVERZDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Verizon	20	14-Nov-12	12-Dec-12	580	$0
3AVERZDSUT1200	Utility Design - 90% - Verizon	20	28-Jan-13	22-Feb-13	530	$0
3AVERZDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Verizon	10	28-Jan-13	08-Feb-13	530	$0
3AVERZDSUT1230	Utility Design Final Comments Incorporated - Verizon	5	25-Feb-13	01-Mar-13	530	$0
3AVERZDSUT1240	TxDOT and OTS Review of Final Plans - Verizon	10	01-Apr-13	12-Apr-13	510	$0
3AVERZDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Verizon	10	15-Apr-13	26-Apr-13	510	$0
3AVERZDSUT1260	Final Plans to be Incorporated in the Assembly Package - Verizon	7	29-Apr-13	07-May-13	510	$0
3AVERZMSUT1270	Final Utility Design Ready for Assembly Package - Verizon	0		07-May-13	730	$0
Signature Process		38	28-May-13	19-Jul-13	497	$0
3AVERZDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Verizon	10	28-May-13	10-Jun-13	497	$0
3AVERZDSUT1290	Owner Review & Signature - Verizon	10	11-Jun-13	24-Jun-13	497	$0
3AVERZDSUT1300	Contractor Review & Signature - Verizon	3	25-Jun-13	27-Jun-13	497	$0
3AVERZDSUT1310	Developer Review & Signature - Verizon	5	28-Jun-13	05-Jul-13	497	$0
3AVERZDSUT1320	TxDOT Review & Approval - Verizon	10	08-Jul-13	19-Jul-13	497	$0
Procurement		27	28-May-13	03-Jul-13	520	$0
3AVERZDSUT1330	R.F.P. Preparation - Verizon	5	28-May-13	03-Jun-13	508	$0

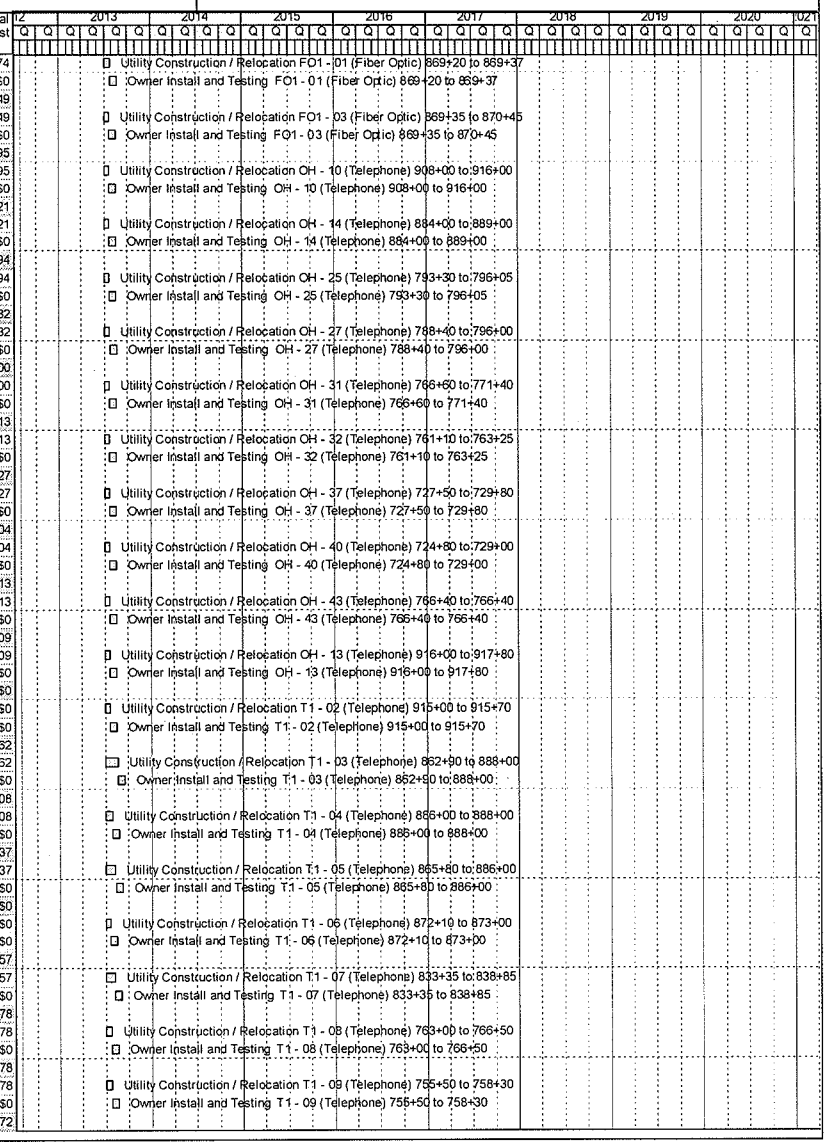


Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AVERZDSUT1340	R.F.P. Solicitation - Verizon	15	04-Jun-13	24-Jun-13	508	$0
3AVERZDSUT1350	Review and Selection of Contractor (s) - Verizon	5	25-Jun-13	01-Jul-13	508	$0
3AVERZDSUT1360	Executed Agreement with Contractor(s) - Verizon	2	02-Jul-13	03-Jul-13	508	$0
3AVERZMSUT1370	Issuance of NTP to Contractor(s) - Verizon	0		03-Jul-13	728	$0
Crosstex Energy		205	01-Oct-12	12-Jul-13	329	$0
Utility Assembly Package		205	01-Oct-12	12-Jul-13	329	$0
ICCROSSMSUT1000	Start of Utility Assembly Package Relocation Process - Crosstex Energy	0	01-Oct-12		528	$0
ICCROSSMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Crosstex Energy	0		12-Jul-13	461	$0
MUAA Process		165	01-Oct-12	17-May-13	330	$0
ICCROSSMSUT1020	Start of MUAA Process - Crosstex Energy	0	01-Oct-12		528	$0
ICCROSSDSUT1030	Develop MUAA - Crosstex Energy	20	01-Oct-12	26-Oct-12	369	$0
ICCROSSDSUT1040	Prepare & Deliver MUAA - Crosstex Energy	5	29-Oct-12	02-Nov-12	369	$0
ICCROSSDSUT1060	MUAA Comments by Owner (round 1) - Crosstex Energy	15	05-Nov-12	26-Nov-12	369	$0
ICCROSSDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Crosstex Energy	10	19-Nov-12	04-Dec-12	354	$0
ICCROSSDSUT1070	Address Comments from Owner & TxDOT (round 1) - Crosstex Energy	10	05-Dec-12	18-Dec-12	363	$0
ICCROSSDSUT1080	MUAA Comments by Owner (round 2) - Crosstex Energy	15	19-Dec-12	10-Jan-13	363	$0
ICCROSSDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Crosstex Energy	15	07-Jan-13	28-Jan-13	345	$0
ICCROSSDSUT1100	Address Comments from Owner & TxDOT (round 2) - Crosstex Energy	10	29-Jan-13	11-Feb-13	351	$0
ICCROSSDSUT1110	MUAA Comments by Owner (round 3) - Crosstex Energy	15	12-Feb-13	04-Mar-13	351	$0
ICCROSSDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Crosstex Energy	10	25-Mar-13	05-Apr-13	322	$0
ICCROSSDSUT1130	Address Comments from Owner & TxDOT (round 3) - Crosstex Energy	10	08-Apr-13	19-Apr-13	327	$0
ICCROSSDSUT1140	Final Submittal to TxDOT - Crosstex Energy	15	29-Apr-13	17-May-13	322	$0
ICCROSSMSUT1150	MUAA Process Complete and Ready for Assembly Package - Crosstex Energy	0		17-May-13	464	$0
ICCROSSMSUT1160	TxDOT Final Approval - Crosstex Energy	0		17-May-13	317	$0
Utility Design		142	01-Oct-12	16-Apr-13	353	$0
ICCROSSMSUT1170	Start of Utility Design Process - Crosstex Energy	0	01-Oct-12		571	$0
ICCROSSDSUT1180	Utility Design Kick-Off Meeting - Crosstex Energy	2	01-Oct-12	02-Oct-12	400	$0
ICCROSSDSUT1190	Utility Design - 60% - Crosstex Energy	30	03-Oct-12	13-Nov-12	400	$0
ICCROSSDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Crosstex Energy	20	14-Nov-12	12-Dec-12	400	$0
ICCROSSDSUT1200	Utility Design - 90% - Crosstex Energy	20	14-Jan-13	08-Feb-13	360	$0
ICCROSSDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Crosstex Energy	10	14-Jan-13	25-Jan-13	360	$0
ICCROSSDSUT1230	Utility Design Final Comments Incorporated - Crosstex Energy	5	11-Feb-13	15-Feb-13	360	$0
ICCROSSDSUT1240	TxDOT and OTS Review of Final Plans - Crosstex Energy	10	11-Mar-13	22-Mar-13	345	$0
ICCROSSDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Crosstex Energy	10	25-Mar-13	05-Apr-13	345	$0
ICCROSSDSUT1260	Final Plans to be Incorporated in the Assembly Package - Crosstex Energy	7	08-Apr-13	16-Apr-13	345	$0
ICCROSSMSUT1270	Final Utility Design Ready for Assembly Package - Crosstex Energy	0		16-Apr-13	495	$0
Signature Process		38	20-May-13	12-Jul-13	322	$0
ICCROSSDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Crosstex Energy	10	20-May-13	03-Jun-13	322	$0
ICCROSSDSUT1290	Owner Review & Signature - Crosstex Energy	10	04-Jun-13	17-Jun-13	322	$0
ICCROSSDSUT1300	Contractor Review & Signature - Crosstex Energy	3	18-Jun-13	20-Jun-13	322	$0
ICCROSSDSUT1310	Developer Review & Signature - Crosstex Energy	5	21-Jun-13	27-Jun-13	322	$0
ICCROSSDSUT1320	TxDOT Review & Approval - Crosstex Energy	10	28-Jun-13	12-Jul-13	322	$0
Procurement		28	20-May-13	26-Jun-13	341	$0
ICCROSSDSUT1330	R.F.P. Preparation - Crosstex Energy	5	20-May-13	24-May-13	333	$0
ICCROSSDSUT1340	R.F.P. Solicitation - Crosstex Energy	15	28-May-13	17-Jun-13	333	$0
ICCROSSDSUT1350	Review and Selection of Contractor (s) - Crosstex Energy	5	18-Jun-13	24-Jun-13	333	$0
ICCROSSDSUT1360	Executed Agreement with Contractor(s) - Crosstex Energy	2	25-Jun-13	26-Jun-13	333	$0
ICCROSSMSUT1370	Issuance of NTP to Contractor(s) - Crosstex Energy	0		26-Jun-13	477	$0
Enterprisee Products		210	01-Oct-12	19-Jul-13	324	$0
Utility Assembly Package		210	01-Oct-12	19-Jul-13	324	$0
ICENTRMSUT1000	Start of Utility Assembly Package Relocation Process - Enterprise Products	0	01-Oct-12		528	$0
ICENTRMSUT1010	End of Utility Assembly Package Relocation Process - Ready for Relocation - Enterprise Products	0		19-Jul-13	454	$0
MUAA Process		170	01-Oct-12	24-May-13	325	$0
ICENTRMSUT1020	Start of MUAA Process - Enterprise Products	0	01-Oct-12		528	$0
ICENTRDSUT1030	Develop MUAA - Enterprise Products	20	01-Oct-12	26-Oct-12	369	$0
ICENTRDSUT1040	Prepare & Deliver MUAA - Enterprise Products	5	29-Oct-12	02-Nov-12	369	$0
ICENTRDSUT1060	MUAA Comments by Owner (round 1) - Enterprise Products	15	05-Nov-12	26-Nov-12	369	$0
ICENTRDSUT1050	MUAA Interim Comments by TxDOT (round 1) - Enterprise Products	10	26-Nov-12	07-Dec-12	351	$0
ICENTRDSUT1070	Address Comments from Owner & TxDOT (round 1) - Enterprise Products	10	10-Dec-12	21-Dec-12	360	$0
ICENTRDSUT1080	MUAA Comments by Owner (round 2) - Enterprise Products	15	24-Dec-12	15-Jan-13	360	$0

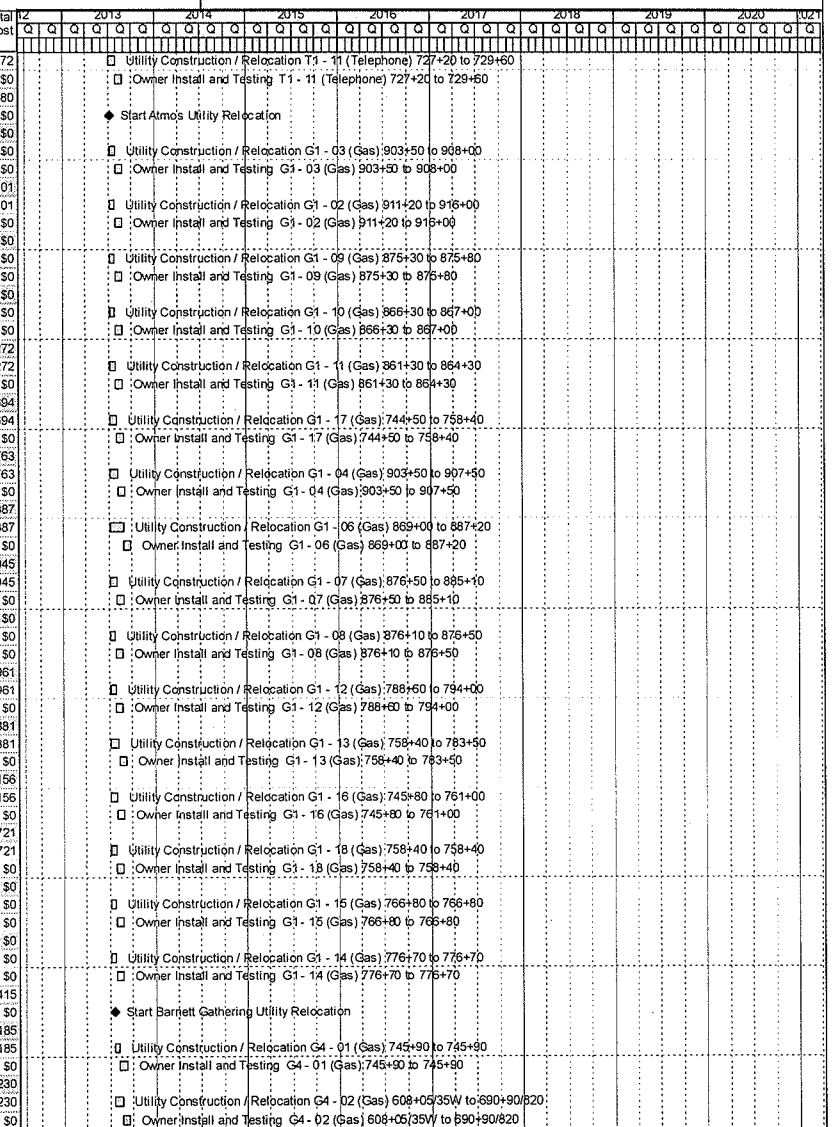
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
ICENTRDSUT1090	MUAA Interim Comments by TxDOT (round 2) - Enterprise Products	15	22-Jan-13	11-Feb-13	335	$0
ICENTRDSUT1100	Address Comments from Owner & TxDOT (round 2) - Enterprise Products	10	12-Feb-13	25-Feb-13	341	$0
ICENTRDSUT1110	MUAA Comments by Owner (round 3) - Enterprise Products	15	26-Feb-13	18-Mar-13	341	$0
ICENTRDSUT1120	MUAA Interim Comments by TxDOT (round 3) - Enterprise Products	10	25-Mar-13	05-Apr-13	322	$0
ICENTRDSUT1130	Address Comments from Owner & TxDOT (round 3) - Enterprise Products	10	08-Apr-13	19-Apr-13	327	$0
ICENTRDSUT1140	Final Submittal to TxDOT - Enterprise Products	15	06-May-13	24-May-13	317	$0
ICENTRMSUT1150	MUAA Process Complete and Ready for Assembly Package - Enterprise Products	0		24-May-13	457	$0
ICENTRMSUT1160	TxDOT Final Approval - Enterprise Products	0		24-May-13	312	$0
Utility Design		147	01-Oct-12	23-Apr-13	348	$0
ICENTRMSUT1170	Start of Utility Design Process - Enterprise Products	0	01-Oct-12		571	$0
ICENTRDSUT1180	Utility Design Kick-Off Meeting - Enterprise Products	2	01-Oct-12	02-Oct-12	400	$0
ICENTRDSUT1190	Utility Design - 60% - Enterprise Products	30	03-Oct-12	13-Nov-12	400	$0
ICENTRDSUT1220	Concurrent review of 60% & 90% Design Plans by Owner - Enterprise Products	20	14-Nov-12	12-Dec-12	400	$0
ICENTRDSUT1200	Utility Design - 90% - Enterprise Products	20	14-Jan-13	08-Feb-13	360	$0
ICENTRDSUT1210	Concurrent review of 60% & 90% Design Plans by TxDOT - Enterprise Products	10	14-Jan-13	25-Jan-13	360	$0
ICENTRDSUT1230	Utility Design Final Comments Incorporated - Enterprise Products	5	11-Feb-13	15-Feb-13	360	$0
ICENTRDSUT1240	TxDOT and OTS Review of Final Plans - Enterprise Products	10	18-Mar-13	29-Mar-13	340	$0
ICENTRDSUT1250	Resolution & Incorporation of TxDOT & OTS Final Comments - Enterprise Products	10	01-Apr-13	12-Apr-13	340	$0
ICENTRDSUT1260	Final Plans to be Incorporated in the Assembly Package - Enterprise Products	7	15-Apr-13	23-Apr-13	340	$0
ICENTRMSUT1270	Final Utility Design Ready for Assembly Package - Enterprise Products	0		23-Apr-13	488	$0
Signature Process		38	28-May-13	19-Jul-13	317	$0
ICENTRDSUT1280	Developer/Contractor Reviews & Prepares Utility Asembly Pckg - Enterprise Products	10	28-May-13	10-Jun-13	317	$0
ICENTRDSUT1290	Owner Review & Signature - Enterprise Products	10	11-Jun-13	24-Jun-13	317	$0
ICENTRDSUT1300	Contractor Review & Signature - Enterprise Products	3	25-Jun-13	27-Jun-13	317	$0
ICENTRDSUT1310	Developer Review & Signature - Enterprise Products	5	28-Jun-13	05-Jul-13	317	$0
ICENTRDSUT1320	TxDOT Review & Approval - Enterprise Products	10	08-Jul-13	19-Jul-13	317	$0
Procurement		27	28-May-13	03-Jul-13	336	$0
ICENTRDSUT1330	R.F.P. Preparation - Enterprise Products	5	28-May-13	03-Jun-13	328	$0
ICENTRDSUT1340	R.F.P. Solicitation - Enterprise Products	15	04-Jun-13	24-Jun-13	328	$0
ICENTRDSUT1350	Review and Selection of Contractor (s) - Enterprise Products	5	25-Jun-13	01-Jul-13	328	$0
ICENTRDSUT1360	Executed Agreement with Contractor(s) - Enterprise Products	2	02-Jul-13	03-Jul-13	328	$0
ICENTRMSUT1370	Issuance of NTP to Contractor(s) - Enterprise Products	0		03-Jul-13	470	$0
Utility Relocations		168	28-Jun-13	18-Feb-14	858	$20,469,314
AT&T		58	28-Jun-13	17-Sep-13	968	$2,139,494
3AAT&TMSUT1000	Start AT&T Utility Relocation	0	28-Jun-13		374	$0
OH - 52 (Fiber Optic) 111+45 to 112+05		37	01-Jul-13	20-Aug-13	988	$67,018
3AAT&TUTUTOH521(	Utility Construction / Relocation OH - 52 (Fiber Optic) 111+45 to 112+05	14	01-Jul-13	23-Jul-13	743	$67,018
3AAT&TUTUTOH521(	Owner Install and Testing OH - 52 (Fiber Optic) 111+45 to 112+05	20	24-Jul-13	20-Aug-13	948	$0
OH - 14 (Fiber Optic) 870+40 to 889+00		37	01-Jul-13	20-Aug-13	347	$102,399
3AAT&TUTUTOH141(	Utility Construction / Relocation OH - 14 (Fiber Optic) 870+40 to 889+00	14	01-Jul-13	23-Jul-13	265	$102,399
3AAT&TUTUTOH141(	Owner Install and Testing OH - 14 (Fiber Optic) 870+40 to 889+00	20	24-Jul-13	20-Aug-13	333	$0
OH - 31 (Fiber Optic) 766+60 to 771+40		35	01-Jul-13	16-Aug-13	435	$27,527
3AAT&TUTUTOH311(	Utility Construction / Relocation OH - 31 (Fiber Optic) 766+60 to 771+40	12	01-Jul-13	19-Jul-13	330	$27,527
3AAT&TUTUTOH311(	Owner Install and Testing OH - 31 (Fiber Optic) 766+60 to 771+40	20	22-Jul-13	16-Aug-13	415	$0
OH - 37 (Fiber Optic) 727+50 to 729+80		39	01-Jul-13	22-Aug-13	264	$66,064
3AAT&TUTUTOH371(	Utility Construction / Relocation OH - 37 (Fiber Optic) 727+50 to 729+80	15	01-Jul-13	25-Jul-13	200	$66,064
3AAT&TUTUTOH371(	Owner Install and Testing OH - 37 (Fiber Optic) 727+50 to 729+80	20	26-Jul-13	22-Aug-13	253	$0
OH - 10 (Fiber Optic) 908+00 to 915+00		35	01-Jul-13	16-Aug-13	349	$22,021
3AAT&TUTUTOH101(	Utility Construction / Relocation OH - 10 (Fiber Optic) 908+00 to 915+00	12	01-Jul-13	19-Jul-13	267	$22,021
3AAT&TUTUTOH101(	Owner Install and Testing OH - 10 (Fiber Optic) 908+00 to 915+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 14 (Fiber Optic) 884+00 to 889+00		35	01-Jul-13	16-Aug-13	349	$30,316
3AAT&TUTUTOH141(	Utility Construction / Relocation OH - 14 (Fiber Optic) 884+00 to 889+00	12	01-Jul-13	19-Jul-13	267	$30,316
3AAT&TUTUTOH141(	Owner Install and Testing OH - 14 (Fiber Optic) 884+00 to 889+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 17 (Fiber Optic) 868+20 to 869+20		35	01-Jul-13	16-Aug-13	295	$13,800
3AAT&TUTUTOH171(	Utility Construction / Relocation OH - 17 (Fiber Optic) 868+20 to 869+20	12	01-Jul-13	19-Jul-13	225	$13,800
3AAT&TUTUTOH171(	Owner Install and Testing OH - 17 (Fiber Optic) 868+20 to 869+20	20	22-Jul-13	16-Aug-13	283	$0
OH - 43 (Fiber Optic) 766+40 to 766+40		35	01-Jul-13	16-Aug-13	268	$34,427
3AAT&TUTUTOH431(	Utility Construction / Relocation OH - 43 (Fiber Optic) 766+40 to 766+40	12	01-Jul-13	19-Jul-13	203	$34,427
3AAT&TUTUTOH431(	Owner Install and Testing OH - 43 (Fiber Optic) 766+40 to 766+40	20	22-Jul-13	16-Aug-13	257	$0
FO1 - 01 (Fiber Optic) 869+20 to 869+37		39	01-Jul-13	22-Aug-13	291	$111,574



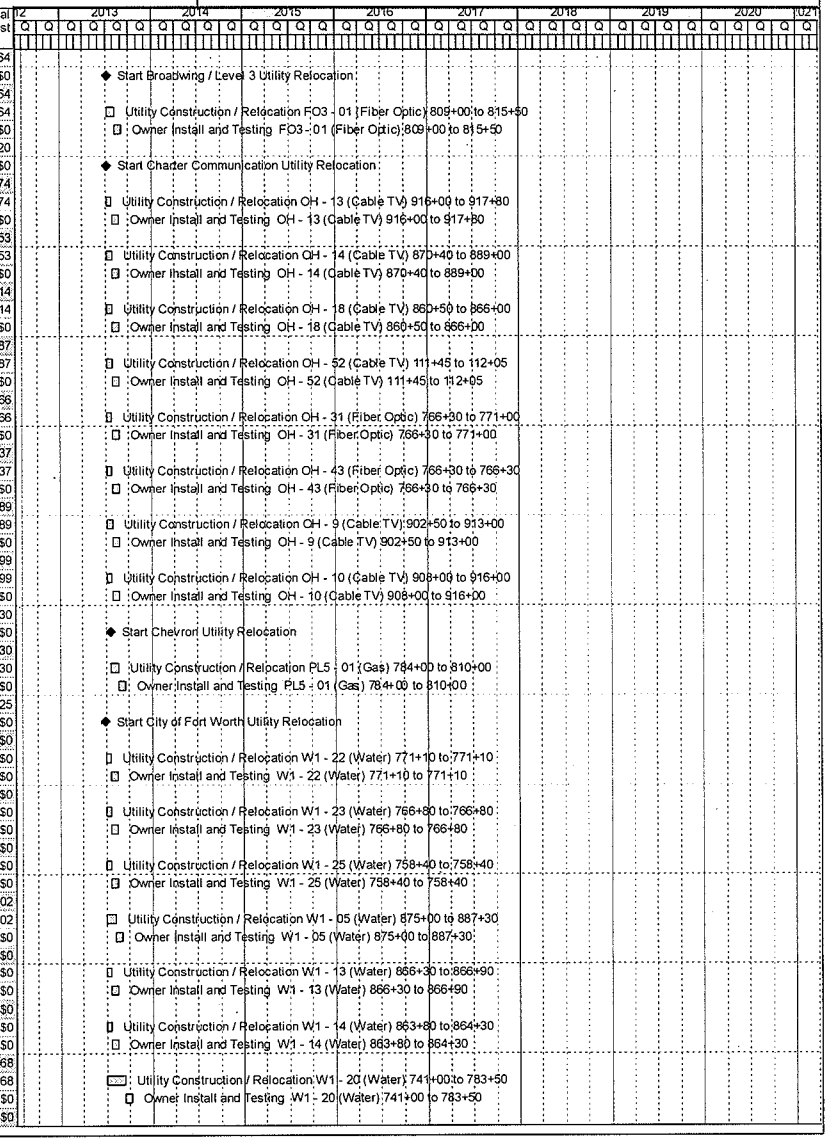
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AAT&TUTUTFO1110	Utility Construction / Relocation FO1 - 01 (Fiber Optic) 869+20 to 869+37	15	01-Jul-13	25-Jul-13	222	$111,574
3AAT&TUTUTFO1110	Owner Install and Testing FO1 - 01 (Fiber Optic) 869+20 to 869+37	20	26-Jul-13	22-Aug-13	279	$0
FO1 - 03 (Fiber Optic) 869+35 to 870+45		35	01-Jul-13	16-Aug-13	349	$16,149
3AAT&TUTUTFO1310	Utility Construction / Relocation FO1 - 03 (Fiber Optic) 869+35 to 870+45	12	01-Jul-13	19-Jul-13	267	$16,149
3AAT&TUTUTFO1310	Owner Install and Testing FO1 - 03 (Fiber Optic) 869+35 to 870+45	20	22-Jul-13	16-Aug-13	335	$0
OH - 10 (Telephone) 908+00 to 916+00		35	01-Jul-13	16-Aug-13	349	$8,295
3AAT&TUTUTOH1010	Utility Construction / Relocation OH - 10 (Telephone) 908+00 to 916+00	12	01-Jul-13	19-Jul-13	267	$8,295
3AAT&TUTUTOH1010	Owner Install and Testing OH - 10 (Telephone) 908+00 to 916+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 14 (Telephone) 884+00 to 889+00		35	01-Jul-13	16-Aug-13	349	$15,121
3AAT&TUTUTOH1410	Utility Construction / Relocation OH - 14 (Telephone) 884+00 to 889+00	12	01-Jul-13	19-Jul-13	267	$15,121
3AAT&TUTUTOH1410	Owner Install and Testing OH - 14 (Telephone) 884+00 to 889+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 25 (Telephone) 793+30 to 796+05		35	01-Jul-13	16-Aug-13	367	$7,194
3AAT&TUTUTOH2510	Utility Construction / Relocation OH - 25 (Telephone) 793+30 to 796+05	12	01-Jul-13	19-Jul-13	294	$7,194
3AAT&TUTUTOH2510	Owner Install and Testing OH - 25 (Telephone) 793+30 to 796+05	20	22-Jul-13	16-Aug-13	368	$0
OH - 27 (Telephone) 788+40 to 796+00		36	01-Jul-13	19-Aug-13	386	$26,132
3AAT&TUTUTOH2710	Utility Construction / Relocation OH - 27 (Telephone) 788+40 to 796+00	13	01-Jul-13	22-Jul-13	293	$26,132
3AAT&TUTUTOH2710	Owner Install and Testing OH - 27 (Telephone) 788+40 to 796+00	20	23-Jul-13	19-Aug-13	367	$0
OH - 31 (Telephone) 766+60 to 771+40		35	01-Jul-13	16-Aug-13	284	$13,800
3AAT&TUTUTOH3110	Utility Construction / Relocation OH - 31 (Telephone) 766+60 to 771+40	12	01-Jul-13	19-Jul-13	216	$13,800
3AAT&TUTUTOH3110	Owner Install and Testing OH - 31 (Telephone) 766+60 to 771+40	20	22-Jul-13	16-Aug-13	272	$0
OH - 32 (Telephone) 761+10 to 763+25		35	01-Jul-13	16-Aug-13	550	$6,313
3AAT&TUTUTOH3210	Utility Construction / Relocation OH - 32 (Telephone) 761+10 to 763+25	12	01-Jul-13	19-Jul-13	417	$6,313
3AAT&TUTUTOH3210	Owner Install and Testing OH - 32 (Telephone) 761+10 to 763+25	20	22-Jul-13	16-Aug-13	527	$0
OH - 37 (Telephone) 727+50 to 729+80		35	01-Jul-13	16-Aug-13	293	$17,727
3AAT&TUTUTOH3710	Utility Construction / Relocation OH - 37 (Telephone) 727+50 to 729+80	12	01-Jul-13	19-Jul-13	224	$17,727
3AAT&TUTUTOH3710	Owner Install and Testing OH - 37 (Telephone) 727+50 to 729+80	20	22-Jul-13	16-Aug-13	281	$0
OH - 40 (Telephone) 724+80 to 729+00		35	01-Jul-13	16-Aug-13	293	$18,204
3AAT&TUTUTOH4010	Utility Construction / Relocation OH - 40 (Telephone) 724+80 to 729+00	12	01-Jul-13	19-Jul-13	224	$18,204
3AAT&TUTUTOH4010	Owner Install and Testing OH - 40 (Telephone) 724+80 to 729+00	20	22-Jul-13	16-Aug-13	281	$0
OH - 43 (Telephone) 766+40 to 766+40		35	01-Jul-13	16-Aug-13	307	$17,213
3AAT&TUTUTOH4310	Utility Construction / Relocation OH - 43 (Telephone) 766+40 to 766+40	12	01-Jul-13	19-Jul-13	235	$17,213
3AAT&TUTUTOH4310	Owner Install and Testing OH - 43 (Telephone) 766+40 to 766+40	20	22-Jul-13	16-Aug-13	295	$0
OH - 13 (Telephone) 916+00 to 917+80		35	01-Jul-13	16-Aug-13	349	$8,809
3AAT&TUTUTOH1310	Utility Construction / Relocation OH - 13 (Telephone) 916+00 to 917+80	12	01-Jul-13	19-Jul-13	267	$8,809
3AAT&TUTUTOH1310	Owner Install and Testing OH - 13 (Telephone) 916+00 to 917+80	20	22-Jul-13	16-Aug-13	335	$0
T1 - 02 (Telephone) 915+00 to 915+70		35	01-Jul-13	16-Aug-13	349	$0
3AAT&TUTUTT121000	Utility Construction / Relocation T1 - 02 (Telephone) 915+00 to 915+70	12	01-Jul-13	19-Jul-13	267	$0
3AAT&TUTUTT121010	Owner Install and Testing T1 - 02 (Telephone) 915+00 to 915+70	20	22-Jul-13	16-Aug-13	335	$0
T1 - 03 (Telephone) 862+90 to 888+00		57	01-Jul-13	17-Sep-13	327	$658,362
3AAT&TUTUTT131000	Utility Construction / Relocation T1 - 03 (Telephone) 862+90 to 888+00	30	01-Jul-13	19-Aug-13	249	$658,362
3AAT&TUTUTT131010	Owner Install and Testing T1 - 03 (Telephone) 862+90 to 888+00	20	20-Aug-13	17-Sep-13	314	$0
T1 - 04 (Telephone) 886+00 to 888+00		42	01-Jul-13	27-Aug-13	342	$146,808
3AAT&TUTUTT141000	Utility Construction / Relocation T1 - 04 (Telephone) 886+00 to 888+00	18	01-Jul-13	30-Jul-13	261	$146,808
3AAT&TUTUTT141010	Owner Install and Testing T1 - 04 (Telephone) 886+00 to 888+00	20	31-Jul-13	27-Aug-13	328	$0
T1 - 05 (Telephone) 865+80 to 886+00		51	01-Jul-13	09-Sep-13	279	$217,937
3AAT&TUTUTT151000	Utility Construction / Relocation T1 - 05 (Telephone) 865+80 to 886+00	25	01-Jul-13	09-Aug-13	212	$217,937
3AAT&TUTUTT151010	Owner Install and Testing T1 - 05 (Telephone) 865+80 to 886+00	20	12-Aug-13	09-Sep-13	268	$0
T1 - 06 (Telephone) 872+10 to 873+00		35	01-Jul-13	16-Aug-13	349	$0
3AAT&TUTUTT161000	Utility Construction / Relocation T1 - 06 (Telephone) 872+10 to 873+00	12	01-Jul-13	19-Jul-13	267	$0
3AAT&TUTUTT161010	Owner Install and Testing T1 - 06 (Telephone) 872+10 to 873+00	20	22-Jul-13	16-Aug-13	335	$0
T1 - 07 (Telephone) 833+35 to 838+85		48	01-Jul-13	04-Sep-13	746	$250,657
3AAT&TUTUTT171000	Utility Construction / Relocation T1 - 07 (Telephone) 833+35 to 838+85	22	01-Jul-13	06-Aug-13	558	$250,657
3AAT&TUTUTT171010	Owner Install and Testing T1 - 07 (Telephone) 833+35 to 838+85	20	07-Aug-13	04-Sep-13	715	$0
T1 - 08 (Telephone) 763+00 to 766+50		37	01-Jul-13	20-Aug-13	433	$45,878
3AAT&TUTUTT181000	Utility Construction / Relocation T1 - 08 (Telephone) 763+00 to 766+50	14	01-Jul-13	23-Jul-13	328	$45,878
3AAT&TUTUTT181010	Owner Install and Testing T1 - 08 (Telephone) 763+00 to 766+50	20	24-Jul-13	20-Aug-13	413	$0
T1 - 09 (Telephone) 755+50 to 758+30		37	01-Jul-13	20-Aug-13	433	$45,878
3AAT&TUTUTT191000	Utility Construction / Relocation T1 - 09 (Telephone) 755+50 to 758+30	14	01-Jul-13	23-Jul-13	328	$45,878
3AAT&TUTUTT191010	Owner Install and Testing T1 - 09 (Telephone) 755+50 to 758+30	20	24-Jul-13	20-Aug-13	413	$0
T1 - 11 (Telephone) 727+20 to 729+60		41	01-Jul-13	26-Aug-13	689	$143,872



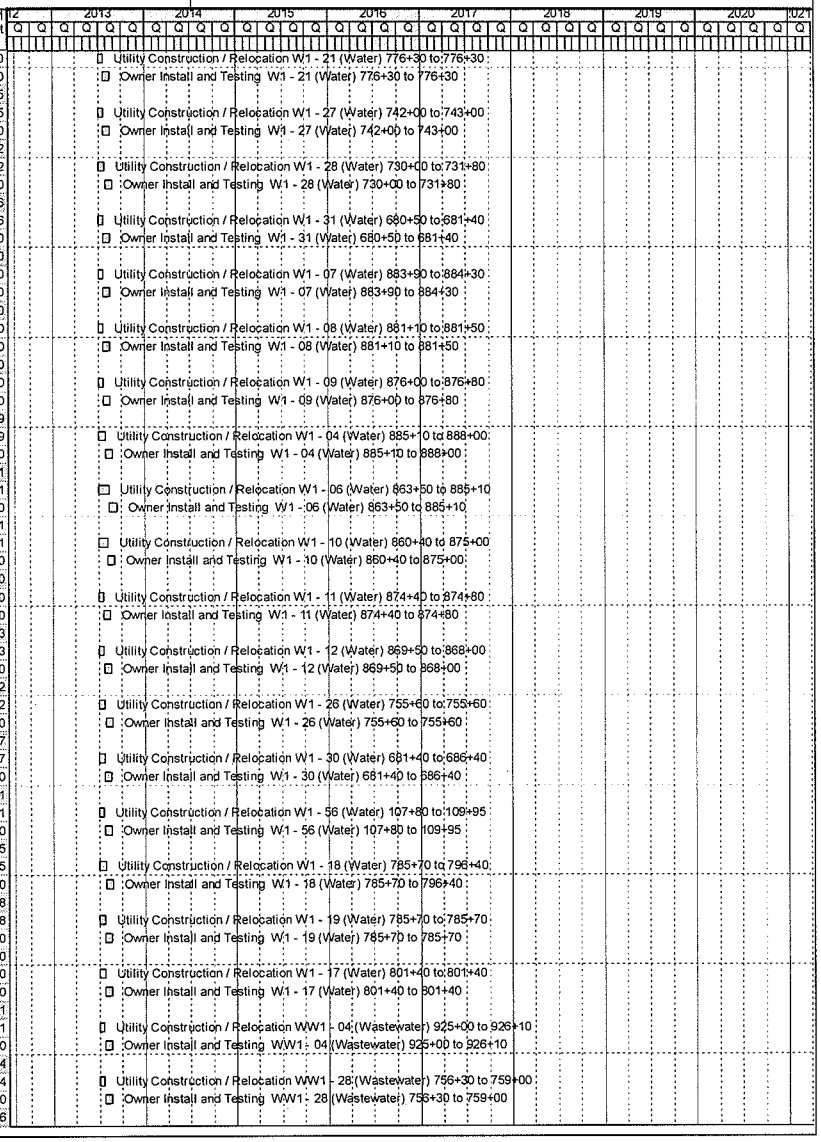
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AAT&TUTUTT111110(	Utility Construction / Relocation T1 - 11 (Telephone) 727+20 to 729+60	17	01-Jul-13	29-Jul-13	519	$143,872
3AAT&TUTUTT111110	Owner Install and Testing T1 - 11 (Telephone) 727+20 to 729+60	20	30-Jul-13	26-Aug-13	659	$0
Atmos		60	06-Jul-13	27-Sep-13	939	$1,398,680
3AATMOMSUT1000	Start Atmos Utility Relocation	0	06-Jul-13		377	$0
G1 - 03 (Gas) 903+50 to 908+00		35	09-Jul-13	26-Aug-13	289	$0
3AATMOUTUTG1310(	Utility Construction / Relocation G1 - 03 (Gas) 903+50 to 908+00	13	09-Jul-13	29-Jul-13	220	$0
3AATMOUTUTG1310	Owner Install and Testing G1 - 03 (Gas) 903+50 to 908+00	20	30-Jul-13	26-Aug-13	277	$0
G1 - 02 (Gas) 911+20 to 916+00		34	09-Jul-13	23-Aug-13	344	$49,401
3AATMOUTUTG1210(	Utility Construction / Relocation G1 - 02 (Gas) 911+20 to 916+00	12	09-Jul-13	26-Jul-13	263	$49,401
3AATMOUTUTG1210	Owner Install and Testing G1 - 02 (Gas) 911+20 to 916+00	20	29-Jul-13	23-Aug-13	330	$0
G1 - 09 (Gas) 875+30 to 875+80		34	09-Jul-13	23-Aug-13	344	$0
3AATMOUTUTG1910(	Utility Construction / Relocation G1 - 09 (Gas) 875+30 to 875+80	12	09-Jul-13	26-Jul-13	263	$0
3AATMOUTUTG1910	Owner Install and Testing G1 - 09 (Gas) 875+30 to 875+80	20	29-Jul-13	23-Aug-13	330	$0
G1 - 10 (Gas) 866+30 to 867+00		34	09-Jul-13	23-Aug-13	344	$0
3AATMOUTUTG1101(	Utility Construction / Relocation G1 - 10 (Gas) 866+30 to 867+00	12	09-Jul-13	26-Jul-13	263	$0
3AATMOUTUTG1101	Owner Install and Testing G1 - 10 (Gas) 866+30 to 867+00	20	29-Jul-13	23-Aug-13	330	$0
G1 - 11 (Gas) 861+30 to 864+30		36	09-Jul-13	27-Aug-13	342	$47,272
3AATMOUTUTG111110	Utility Construction / Relocation G1 - 11 (Gas) 861+30 to 864+30	14	09-Jul-13	30-Jul-13	261	$47,272
3AATMOUTUTG111110	Owner Install and Testing G1 - 11 (Gas) 861+30 to 864+30	20	31-Jul-13	27-Aug-13	328	$0
G1 - 17 (Gas) 744+50 to 758+40		38	09-Jul-13	29-Aug-13	426	$114,694
3AATMOUTUTG1171(	Utility Construction / Relocation G1 - 17 (Gas) 744+50 to 758+40	16	09-Jul-13	01-Aug-13	322	$114,694
3AATMOUTUTG1171(	Owner Install and Testing G1 - 17 (Gas) 744+50 to 758+40	20	02-Aug-13	29-Aug-13	406	$0
G1 - 04 (Gas) 903+50 to 907+50		42	09-Jul-13	04-Sep-13	956	$147,763
3AATMOUTUTG1410(	Utility Construction / Relocation G1 - 04 (Gas) 903+50 to 907+50	18	09-Jul-13	06-Aug-13	720	$147,763
3AATMOUTUTG1410	Owner Install and Testing G1 - 04 (Gas) 903+50 to 907+50	20	07-Aug-13	04-Sep-13	918	$0
G1 - 06 (Gas) 869+00 to 887+20		59	09-Jul-13	27-Sep-13	319	$428,387
3AATMOUTUTG1610(	Utility Construction / Relocation G1 - 06 (Gas) 869+00 to 887+20	33	09-Jul-13	29-Aug-13	242	$428,387
3AATMOUTUTG1610	Owner Install and Testing G1 - 06 (Gas) 869+00 to 887+20	20	30-Aug-13	27-Sep-13	306	$0
G1 - 07 (Gas) 876+50 to 885+10		39	09-Jul-13	30-Aug-13	285	$135,945
3AATMOUTUTG1710(	Utility Construction / Relocation G1 - 07 (Gas) 876+50 to 885+10	17	09-Jul-13	02-Aug-13	216	$135,945
3AATMOUTUTG1710	Owner Install and Testing G1 - 07 (Gas) 876+50 to 885+10	20	05-Aug-13	30-Aug-13	273	$0
G1 - 08 (Gas) 876+10 to 876+50		34	09-Jul-13	23-Aug-13	290	$0
3AATMOUTUTG1810(	Utility Construction / Relocation G1 - 08 (Gas) 876+10 to 876+50	12	09-Jul-13	26-Jul-13	221	$0
3AATMOUTUTG1810	Owner Install and Testing G1 - 08 (Gas) 876+10 to 876+50	20	29-Jul-13	23-Aug-13	278	$0
G1 - 12 (Gas) 788+60 to 794+00		35	09-Jul-13	26-Aug-13	381	$48,961
3AATMOUTUTG1121(	Utility Construction / Relocation G1 - 12 (Gas) 788+60 to 794+00	13	09-Jul-13	29-Jul-13	289	$48,961
3AATMOUTUTG1121(	Owner Install and Testing G1 - 12 (Gas) 788+60 to 794+00	20	30-Jul-13	26-Aug-13	362	$0
G1 - 13 (Gas) 758+40 to 783+50		45	09-Jul-13	09-Sep-13	419	$242,381
3AATMOUTUTG1131(	Utility Construction / Relocation G1 - 13 (Gas) 758+40 to 783+50	21	09-Jul-13	09-Aug-13	317	$242,381
3AATMOUTUTG1131(	Owner Install and Testing G1 - 13 (Gas) 758+40 to 783+50	20	12-Aug-13	09-Sep-13	400	$0
G1 - 16 (Gas) 745+80 to 761+00		39	09-Jul-13	30-Aug-13	590	$141,156
3AATMOUTUTG1161(	Utility Construction / Relocation G1 - 16 (Gas) 745+80 to 761+00	17	09-Jul-13	02-Aug-13	444	$141,156
3AATMOUTUTG1161(	Owner Install and Testing G1 - 16 (Gas) 745+80 to 761+00	20	05-Aug-13	30-Aug-13	565	$0
G1 - 18 (Gas) 758+40 to 758+40		35	09-Jul-13	26-Aug-13	269	$42,721
3AATMOUTUTG1181(	Utility Construction / Relocation G1 - 18 (Gas) 758+40 to 758+40	13	09-Jul-13	29-Jul-13	203	$42,721
3AATMOUTUTG1181(	Owner Install and Testing G1 - 18 (Gas) 758+40 to 758+40	20	30-Jul-13	26-Aug-13	257	$0
G1 - 15 (Gas) 766+80 to 766+80		34	09-Jul-13	23-Aug-13	430	$0
3AATMOUTUTG1151(	Utility Construction / Relocation G1 - 15 (Gas) 766+80 to 766+80	12	09-Jul-13	26-Jul-13	326	$0
3AATMOUTUTG1151(	Owner Install and Testing G1 - 15 (Gas) 766+80 to 766+80	20	29-Jul-13	23-Aug-13	410	$0
G1 - 14 (Gas) 776+70 to 776+70		34	09-Jul-13	23-Aug-13	382	$0
3AATMOUTUTG1141(	Utility Construction / Relocation G1 - 14 (Gas) 776+70 to 776+70	12	09-Jul-13	26-Jul-13	290	$0
3AATMOUTUTG1141(	Owner Install and Testing G1 - 14 (Gas) 776+70 to 776+70	20	29-Jul-13	23-Aug-13	363	$0
Barnett Gathering		43	20-Jul-13	18-Sep-13	537	$222,415
ICMSUT1001	Start Barnett Gathering Utility Relocation	0	20-Jul-13		465	$0
G4 - 01 (Gas) 745+90 to 745+90		35	22-Jul-13	06-Sep-13	545	$12,185
ICUTUTG411000	Utility Construction / Relocation G4 - 01 (Gas) 745+90 to 745+90	12	22-Jul-13	08-Aug-13	413	$12,185
ICUTUTG411010	Owner Install and Testing G4 - 01 (Gas) 745+90 to 745+90	20	09-Aug-13	06-Sep-13	523	$0
G4 - 02 (Gas) 608+05/35W to 690+90/820		43	22-Jul-13	18-Sep-13	338	$210,230
ICUTUTG421000	Utility Construction / Relocation G4 - 02 (Gas) 608+05/35W to 690+90/820	19	22-Jul-13	20-Aug-13	254	$210,230
ICUTUTG421010	Owner Install and Testing G4 - 02 (Gas) 608+05/35W to 690+90/820	20	21-Aug-13	18-Sep-13	321	$0



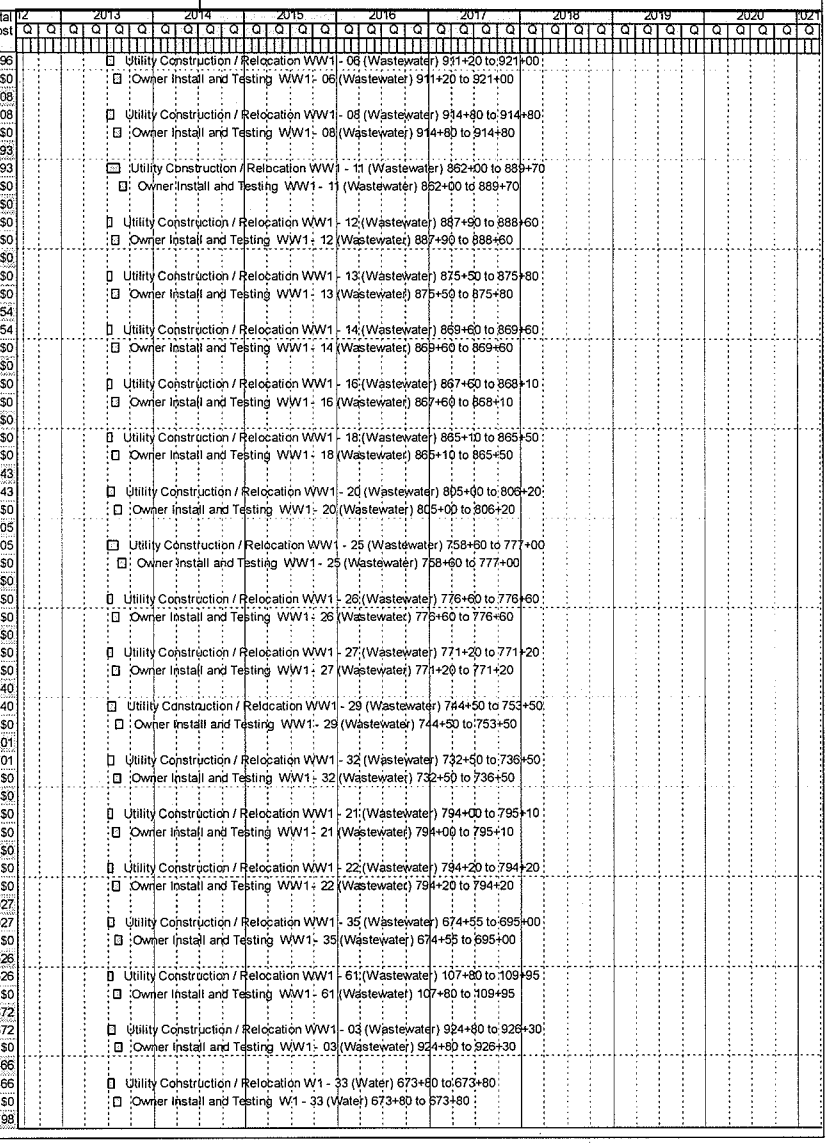
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Broadwing/Level 3		43	06-Jul-13	04-Sep-13	276	$135,064
3ALVL3MSUT100	Start Broadwing / Level 3 Utility Relocation	0	06-Jul-13		389	$0
FO3 - 01 (Fiber Optic) 809+00 to 815+50		42	09-Jul-13	04-Sep-13	276	$135,064
3AUTUTFO311000	Utility Construction / Relocation FO3 - 01 (Fiber Optic) 809+00 to 815+50	18	09-Jul-13	06-Aug-13	210	$135,064
3AUTUTFO311010	Owner Install and Testing FO3 - 01 (Fiber Optic) 809+00 to 815+50	20	07-Aug-13	04-Sep-13	265	$0
Charter Communication		37	06-Jul-13	27-Aug-13	983	$258,420
3ACHARMSUT100	Start Charter Communication Utility Relocation	0	06-Jul-13		380	$0
OH - 13 (Cable TV) 916+00 to 917+80		34	09-Jul-13	23-Aug-13	344	$8,074
3AUTUTOH131000	Utility Construction / Relocation OH - 13 (Cable TV) 916+00 to 917+80	12	09-Jul-13	26-Jul-13	263	$8,074
3AUTUTOH131010	Owner Install and Testing OH - 13 (Cable TV) 916+00 to 917+80	20	29-Jul-13	23-Aug-13	330	$0
OH - 14 (Cable TV) 870+40 to 889+00		36	09-Jul-13	27-Aug-13	342	$48,153
3AUTUTOH141005	Utility Construction / Relocation OH - 14 (Cable TV) 870+40 to 889+00	14	09-Jul-13	30-Jul-13	261	$48,153
3AUTUTOH141015	Owner Install and Testing OH - 14 (Cable TV) 870+40 to 889+00	20	31-Jul-13	27-Aug-13	328	$0
OH - 18 (Cable TV) 860+50 to 866+00		36	09-Jul-13	27-Aug-13	342	$55,714
3AUTUTOH181016	Utility Construction / Relocation OH - 18 (Cable TV) 860+50 to 866+00	14	09-Jul-13	30-Jul-13	261	$55,714
3AUTUTOH181015	Owner Install and Testing OH - 18 (Cable TV) 860+50 to 866+00	20	31-Jul-13	27-Aug-13	328	$0
OH - 52 (Cable TV) 111+45 to 112+05		35	09-Jul-13	26-Aug-13	984	$44,887
3AUTUTOH521005	Utility Construction / Relocation OH - 52 (Cable TV) 111+45 to 112+05	13	09-Jul-13	29-Jul-13	740	$44,887
3AUTUTOH521015	Owner Install and Testing OH - 52 (Cable TV) 111+45 to 112+05	20	30-Jul-13	26-Aug-13	944	$0
OH - 31 (Fiber Optic) 766+30 to 771+00		34	09-Jul-13	23-Aug-13	430	$26,866
3AUTUTOH311005	Utility Construction / Relocation OH - 31 (Fiber Optic) 766+30 to 771+00	12	09-Jul-13	26-Jul-13	326	$26,866
3AUTUTOH311015	Owner Install and Testing OH - 31 (Fiber Optic) 766+30 to 771+00	20	29-Jul-13	23-Aug-13	410	$0
OH - 43 (Fiber Optic) 766+30 to 766+30		34	09-Jul-13	23-Aug-13	270	$31,637
3AUTUTOH431000	Utility Construction / Relocation OH - 43 (Fiber Optic) 766+30 to 766+30	12	09-Jul-13	26-Jul-13	204	$31,637
3AUTUTOH431010	Owner Install and Testing OH - 43 (Fiber Optic) 766+30 to 766+30	20	29-Jul-13	23-Aug-13	258	$0
OH - 9 (Cable TV) 902+50 to 913+00		35	09-Jul-13	26-Aug-13	289	$30,389
3AUTUTOH91006	Utility Construction / Relocation OH - 9 (Cable TV) 902+50 to 913+00	13	09-Jul-13	29-Jul-13	220	$30,389
3AUTUTOH91005	Owner Install and Testing OH - 9 (Cable TV) 902+50 to 913+00	20	30-Jul-13	26-Aug-13	277	$0
OH - 10 (Cable TV) 908+00 to 916+00		34	09-Jul-13	23-Aug-13	344	$12,699
3AUTUTOH101005	Utility Construction / Relocation OH - 10 (Cable TV) 908+00 to 916+00	12	09-Jul-13	26-Jul-13	263	$12,699
3AUTUTOH101015	Owner Install and Testing OH - 10 (Cable TV) 908+00 to 916+00	20	29-Jul-13	23-Aug-13	330	$0
Chevron		42	20-Jul-13	17-Sep-13	365	$168,830
3ACHEVMSUT1000	Start Chevron Utility Relocation	0	20-Jul-13		507	$0
PL5 - 01 (Gas) 784+00 to 810+00		42	22-Jul-13	17-Sep-13	365	$168,830
3AUTUTPL511000	Utility Construction / Relocation PL5 - 01 (Gas) 784+00 to 810+00	18	22-Jul-13	19-Aug-13	276	$168,830
3AUTUTPL511010	Owner Install and Testing PL5 - 01 (Gas) 784+00 to 810+00	20	20-Aug-13	17-Sep-13	347	$0
City of Fort Worth		73	28-Jun-13	08-Oct-13	953	$2,761,925
3ACFTWMSUT1000	Start City of Fort Worth Utility Relocation	0	28-Jun-13		364	$0
W1 - 22 (Water) 771+10 to 771+10		35	01-Jul-13	16-Aug-13	268	$0
3AUTUTW1221000	Utility Construction / Relocation W1 - 22 (Water) 771+10 to 771+10	12	01-Jul-13	19-Jul-13	203	$0
3AUTUTW1221010	Owner Install and Testing W1 - 22 (Water) 771+10 to 771+10	20	22-Jul-13	16-Aug-13	257	$0
W1 - 23 (Water) 766+80 to 766+80		35	01-Jul-13	16-Aug-13	268	$0
3AUTUTW1231000	Utility Construction / Relocation W1 - 23 (Water) 766+80 to 766+80	12	01-Jul-13	19-Jul-13	203	$0
3AUTUTW1231010	Owner Install and Testing W1 - 23 (Water) 766+80 to 766+80	20	22-Jul-13	16-Aug-13	257	$0
W1 - 25 (Water) 758+40 to 758+40		35	01-Jul-13	16-Aug-13	268	$0
3AUTUTW1251000	Utility Construction / Relocation W1 - 25 (Water) 758+40 to 758+40	12	01-Jul-13	19-Jul-13	203	$0
3AUTUTW1251010	Owner Install and Testing W1 - 25 (Water) 758+40 to 758+40	20	22-Jul-13	16-Aug-13	257	$0
W1 - 05 (Water) 875+00 to 887+30		48	01-Jul-13	04-Sep-13	336	$74,102
3AUTUTW151000	Utility Construction / Relocation W1 - 05 (Water) 875+00 to 887+30	22	01-Jul-13	06-Aug-13	257	$74,102
3AUTUTW151010	Owner Install and Testing W1 - 05 (Water) 875+00 to 887+30	20	07-Aug-13	04-Sep-13	323	$0
W1 - 13 (Water) 866+30 to 866+90		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTW1131000	Utility Construction / Relocation W1 - 13 (Water) 866+30 to 866+90	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTW1131010	Owner Install and Testing W1 - 13 (Water) 866+30 to 866+90	20	22-Jul-13	16-Aug-13	335	$0
W1 - 14 (Water) 863+80 to 864+30		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTW1141000	Utility Construction / Relocation W1 - 14 (Water) 863+80 to 864+30	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTW1141010	Owner Install and Testing W1 - 14 (Water) 863+80 to 864+30	20	22-Jul-13	16-Aug-13	335	$0
W1 - 20 (Water) 741+00 to 783+50		72	01-Jul-13	08-Oct-13	398	$233,168
3AUTUTW1201000	Utility Construction / Relocation W1 - 20 (Water) 741+00 to 783+50	43	01-Jul-13	10-Sep-13	299	$233,168
3AUTUTW1201010	Owner Install and Testing W1 - 20 (Water) 741+00 to 783+50	20	11-Sep-13	08-Oct-13	379	$0
W1 - 21 (Water) 776+30 to 776+30		35	01-Jul-13	16-Aug-13	387	$0



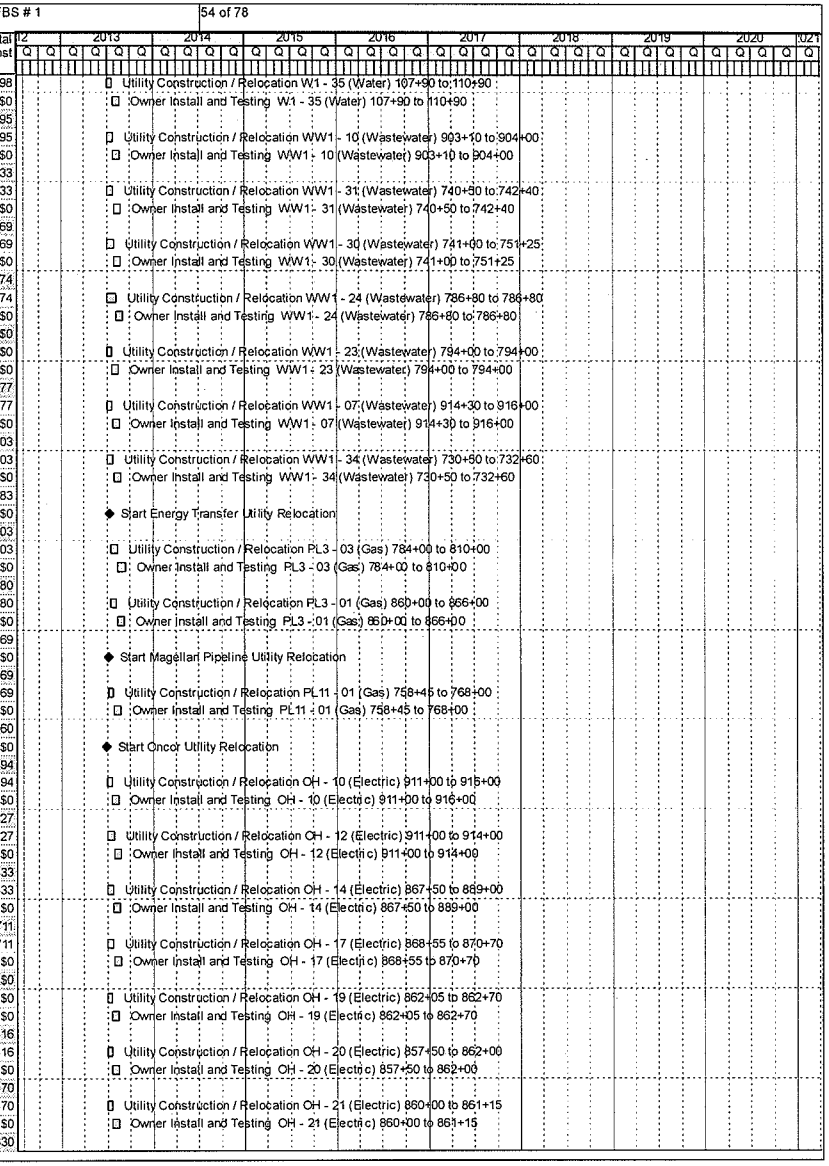
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AUTUTW1211000	Utility Construction / Relocation W1 - 21 (Water) 776+30 to 776+30	12	01-Jul-13	19-Jul-13	294	$0
3AUTUTW1211010	Owner Install and Testing W1 - 21 (Water) 776+30 to 776+30	20	22-Jul-13	16-Aug-13	368	$0
W1 - 27 (Water) 742+00 to 743+00		35	01-Jul-13	16-Aug-13	600	$5,505
3AUTUTW1271000	Utility Construction / Relocation W1 - 27 (Water) 742+00 to 743+00	12	01-Jul-13	19-Jul-13	453	$5,505
3AUTUTW1271010	Owner Install and Testing W1 - 27 (Water) 742+00 to 743+00	20	22-Jul-13	16-Aug-13	575	$0
W1 - 28 (Water) 730+00 to 731+80		40	01-Jul-13	23-Aug-13	288	$53,842
3AUTUTW1281000	Utility Construction / Relocation W1 - 28 (Water) 730+00 to 731+80	16	01-Jul-13	26-Jul-13	220	$53,842
3AUTUTW1281010	Owner Install and Testing W1 - 28 (Water) 730+00 to 731+80	20	29-Jul-13	23-Aug-13	276	$0
W1 - 31 (Water) 680+50 to 681+40		35	01-Jul-13	16-Aug-13	268	$9,506
3AUTUTW1311000	Utility Construction / Relocation W1 - 31 (Water) 680+50 to 681+40	12	01-Jul-13	19-Jul-13	203	$9,506
3AUTUTW1311010	Owner Install and Testing W1 - 31 (Water) 680+50 to 681+40	20	22-Jul-13	16-Aug-13	257	$0
W1 - 07 (Water) 883+90 to 884+30		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTW171000	Utility Construction / Relocation W1 - 07 (Water) 883+90 to 884+30	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTW171010	Owner Install and Testing W1 - 07 (Water) 883+90 to 884+30	20	22-Jul-13	16-Aug-13	335	$0
W1 - 08 (Water) 881+10 to 881+50		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTW181000	Utility Construction / Relocation W1 - 08 (Water) 881+10 to 881+50	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTW181010	Owner Install and Testing W1 - 08 (Water) 881+10 to 881+50	20	22-Jul-13	16-Aug-13	335	$0
W1 - 09 (Water) 876+00 to 876+80		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTW191000	Utility Construction / Relocation W1 - 09 (Water) 876+00 to 876+80	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTW191010	Owner Install and Testing W1 - 09 (Water) 876+00 to 876+80	20	22-Jul-13	16-Aug-13	335	$0
W1 - 04 (Water) 885+10 to 888+00		41	01-Jul-13	26-Aug-13	259	$109,299
3AUTUTW141000	Utility Construction / Relocation W1 - 04 (Water) 885+10 to 888+00	17	01-Jul-13	29-Jul-13	195	$109,299
3AUTUTW141010	Owner Install and Testing W1 - 04 (Water) 885+10 to 888+00	20	30-Jul-13	26-Aug-13	248	$0
W1 - 06 (Water) 863+50 to 885+10		52	01-Jul-13	10-Sep-13	278	$177,271
3AUTUTW161000	Utility Construction / Relocation W1 - 06 (Water) 863+50 to 885+10	26	01-Jul-13	12-Aug-13	211	$177,271
3AUTUTW161010	Owner Install and Testing W1 - 06 (Water) 863+50 to 885+10	20	13-Aug-13	10-Sep-13	267	$0
W1 - 10 (Water) 860+40 to 875+00		48	01-Jul-13	04-Sep-13	336	$118,181
3AUTUTW1101000	Utility Construction / Relocation W1 - 10 (Water) 860+40 to 875+00	22	01-Jul-13	06-Aug-13	257	$118,181
3AUTUTW1101010	Owner Install and Testing W1 - 10 (Water) 860+40 to 875+00	20	07-Aug-13	04-Sep-13	323	$0
W1 - 11 (Water) 874+40 to 874+80		35	01-Jul-13	16-Aug-13	295	$0
3AUTUTW1111000	Utility Construction / Relocation W1 - 11 (Water) 874+40 to 874+80	12	01-Jul-13	19-Jul-13	225	$0
3AUTUTW1111010	Owner Install and Testing W1 - 11 (Water) 874+40 to 874+80	20	22-Jul-13	16-Aug-13	283	$0
W1 - 12 (Water) 869+50 to 868+00		36	01-Jul-13	19-Aug-13	294	$23,453
3AUTUTW1121000	Utility Construction / Relocation W1 - 12 (Water) 869+50 to 868+00	13	01-Jul-13	22-Jul-13	224	$23,453
3AUTUTW1121010	Owner Install and Testing W1 - 12 (Water) 869+50 to 868+00	20	23-Jul-13	19-Aug-13	282	$0
W1 - 26 (Water) 755+60 to 755+60		40	01-Jul-13	23-Aug-13	270	$78,102
3AUTUTW1261000	Utility Construction / Relocation W1 - 26 (Water) 755+60 to 755+60	16	01-Jul-13	26-Jul-13	204	$78,102
3AUTUTW1261010	Owner Install and Testing W1 - 26 (Water) 755+60 to 755+60	20	29-Jul-13	23-Aug-13	258	$0
W1 - 30 (Water) 681+40 to 686+40		39	01-Jul-13	22-Aug-13	596	$42,207
3AUTUTW1301000	Utility Construction / Relocation W1 - 30 (Water) 681+40 to 686+40	15	01-Jul-13	25-Jul-13	450	$42,207
3AUTUTW1301010	Owner Install and Testing W1 - 30 (Water) 681+40 to 686+40	20	26-Jul-13	22-Aug-13	571	$0
W1 - 56 (Water) 107+80 to 109+95		36	01-Jul-13	19-Aug-13	989	$18,571
3AUTUTW1561000	Utility Construction / Relocation W1 - 56 (Water) 107+80 to 109+95	13	01-Jul-13	22-Jul-13	744	$18,571
3AUTUTW1561010	Owner Install and Testing W1 - 56 (Water) 107+80 to 109+95	20	23-Jul-13	19-Aug-13	949	$0
W1 - 18 (Water) 785+70 to 796+40		42	01-Jul-13	27-Aug-13	380	$105,335
3AUTUTW1181000	Utility Construction / Relocation W1 - 18 (Water) 785+70 to 796+40	18	01-Jul-13	30-Jul-13	288	$105,335
3AUTUTW1181010	Owner Install and Testing W1 - 18 (Water) 785+70 to 796+40	20	31-Jul-13	27-Aug-13	361	$0
W1 - 19 (Water) 785+70 to 785+70		37	01-Jul-13	20-Aug-13	385	$63,348
3AUTUTW1191000	Utility Construction / Relocation W1 - 19 (Water) 785+70 to 785+70	14	01-Jul-13	23-Jul-13	292	$63,348
3AUTUTW1191010	Owner Install and Testing W1 - 19 (Water) 785+70 to 785+70	20	24-Jul-13	20-Aug-13	366	$0
W1 - 17 (Water) 801+40 to 801+40		37	01-Jul-13	20-Aug-13	350	$69,220
3AUTUTW1171000	Utility Construction / Relocation W1 - 17 (Water) 801+40 to 801+40	14	01-Jul-13	23-Jul-13	269	$69,220
3AUTUTW1171010	Owner Install and Testing W1 - 17 (Water) 801+40 to 801+40	20	24-Jul-13	20-Aug-13	336	$0
WW1 - 04 (Wastewater) 925+00 to 926+10		36	01-Jul-13	19-Aug-13	534	$107,831
3AUTUTWW141000	Utility Construction / Relocation WW1 - 04 (Wastewater) 925+00 to 926+10	13	01-Jul-13	22-Jul-13	404	$107,831
3AUTUTWW141010	Owner Install and Testing WW1 - 04 (Wastewater) 925+00 to 926+10	20	23-Jul-13	19-Aug-13	512	$0
WW1 - 28 (Wastewater) 756+30 to 759+00		36	01-Jul-13	19-Aug-13	599	$18,204
3AUTUTWW1281000	Utility Construction / Relocation WW1 - 28 (Wastewater) 756+30 to 759+00	13	01-Jul-13	22-Jul-13	452	$18,204
3AUTUTWW1281010	Owner Install and Testing WW1 - 28 (Wastewater) 756+30 to 759+00	20	23-Jul-13	19-Aug-13	574	$0
WW1 - 06 (Wastewater) 911+20 to 921+00		41	01-Jul-13	26-Aug-13	343	$64,596



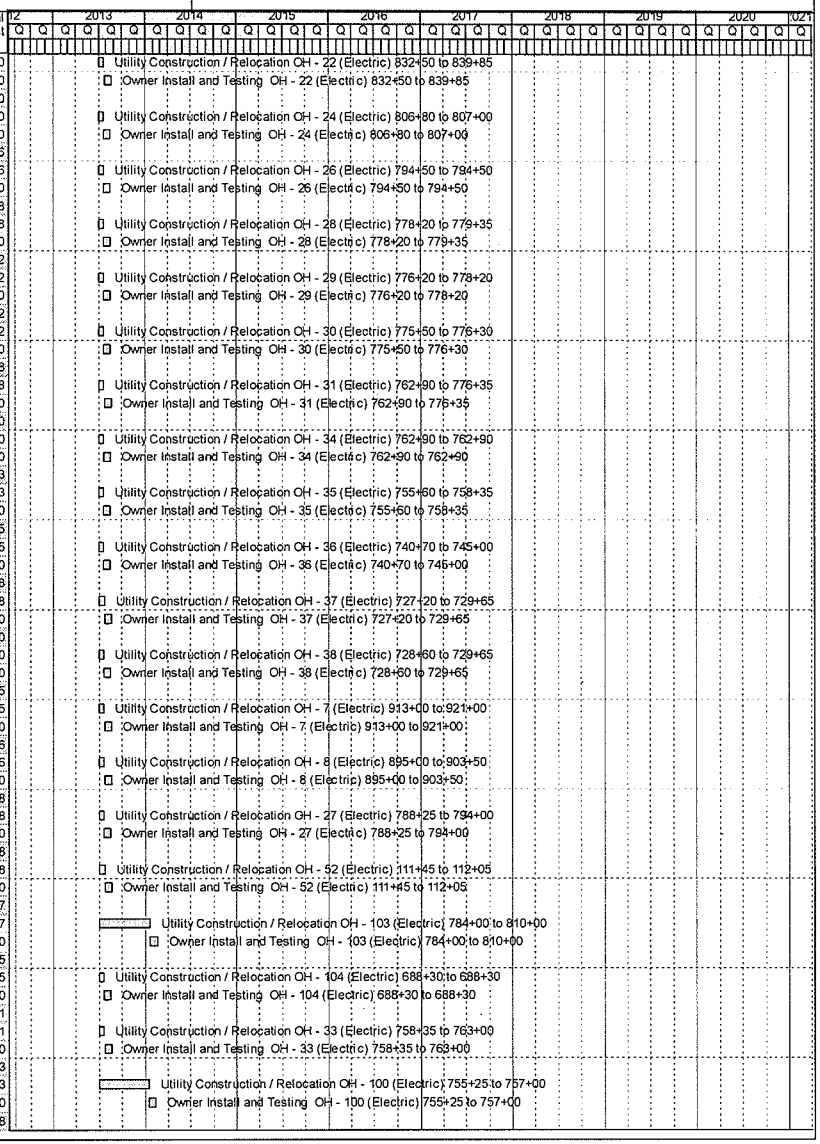
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AUTUTWW161000	Utility Construction / Relocation WW1 - 06 (Wastewater) 911+20 to 921+00	17	01-Jul-13	29-Jul-13	262	$64,596
3AUTUTWW161010	Owner Install and Testing WW1 - 06 (Wastewater) 911+20 to 921+00	20	30-Jul-13	26-Aug-13	329	$0
WW1 - 08 (Wastewater) 914+80 to 914+80		41	01-Jul-13	26-Aug-13	259	$91,608
3AUTUTWW181000	Utility Construction / Relocation WW1 - 08 (Wastewater) 914+80 to 914+80	17	01-Jul-13	29-Jul-13	195	$91,608
3AUTUTWW181010	Owner Install and Testing WW1 - 08 (Wastewater) 914+80 to 914+80	20	30-Jul-13	26-Aug-13	248	$0
WW1 - 11 (Wastewater) 862+00 to 889+70		57	01-Jul-13	17-Sep-13	327	$186,593
3AUTUTWW1111000	Utility Construction / Relocation WW1 - 11 (Wastewater) 862+00 to 889+70	30	01-Jul-13	19-Aug-13	249	$186,593
3AUTUTWW1111010	Owner Install and Testing WW1 - 11 (Wastewater) 862+00 to 889+70	20	20-Aug-13	17-Sep-13	314	$0
WW1 - 12 (Wastewater) 887+90 to 888+60		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTWW1121000	Utility Construction / Relocation WW1 - 12 (Wastewater) 887+90 to 888+60	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTWW1121010	Owner Install and Testing WW1 - 12 (Wastewater) 887+90 to 888+60	20	22-Jul-13	16-Aug-13	335	$0
WW1 - 13 (Wastewater) 875+50 to 875+80		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTWW1131000	Utility Construction / Relocation WW1 - 13 (Wastewater) 875+50 to 875+80	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTWW1131010	Owner Install and Testing WW1 - 13 (Wastewater) 875+50 to 875+80	20	22-Jul-13	16-Aug-13	335	$0
WW1 - 14 (Wastewater) 869+60 to 869+60		35	01-Jul-13	16-Aug-13	295	$7,854
3AUTUTWW1141000	Utility Construction / Relocation WW1 - 14 (Wastewater) 869+60 to 869+60	12	01-Jul-13	19-Jul-13	225	$7,854
3AUTUTWW1141010	Owner Install and Testing WW1 - 14 (Wastewater) 869+60 to 869+60	20	22-Jul-13	16-Aug-13	283	$0
WW1 - 16 (Wastewater) 867+60 to 868+10		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTWW1161000	Utility Construction / Relocation WW1 - 16 (Wastewater) 867+60 to 868+10	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTWW1161010	Owner Install and Testing WW1 - 16 (Wastewater) 867+60 to 868+10	20	22-Jul-13	16-Aug-13	335	$0
WW1 - 18 (Wastewater) 865+10 to 865+50		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTWW1181000	Utility Construction / Relocation WW1 - 18 (Wastewater) 865+10 to 865+50	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTWW1181010	Owner Install and Testing WW1 - 18 (Wastewater) 865+10 to 865+50	20	22-Jul-13	16-Aug-13	335	$0
WW1 - 20 (Wastewater) 805+00 to 806+20		41	01-Jul-13	26-Aug-13	263	$78,543
3AUTUTWW1201000	Utility Construction / Relocation WW1 - 20 (Wastewater) 805+00 to 806+20	17	01-Jul-13	29-Jul-13	215	$78,543
3AUTUTWW1201010	Owner Install and Testing WW1 - 20 (Wastewater) 805+00 to 806+20	20	30-Jul-13	26-Aug-13	271	$0
WW1 - 25 (Wastewater) 758+60 to 777+00		52	01-Jul-13	10-Sep-13	418	$143,505
3AUTUTWW1251000	Utility Construction / Relocation WW1 - 25 (Wastewater) 758+60 to 777+00	26	01-Jul-13	12-Aug-13	316	$143,505
3AUTUTWW1251010	Owner Install and Testing WW1 - 25 (Wastewater) 758+60 to 777+00	20	13-Aug-13	10-Sep-13	399	$0
WW1 - 26 (Wastewater) 776+60 to 776+60		35	01-Jul-13	16-Aug-13	387	$0
3AUTUTWW1261000	Utility Construction / Relocation WW1 - 26 (Wastewater) 776+60 to 776+60	12	01-Jul-13	19-Jul-13	294	$0
3AUTUTWW1261010	Owner Install and Testing WW1 - 26 (Wastewater) 776+60 to 776+60	20	22-Jul-13	16-Aug-13	368	$0
WW1 - 27 (Wastewater) 771+20 to 771+20		35	01-Jul-13	16-Aug-13	435	$0
3AUTUTWW1271000	Utility Construction / Relocation WW1 - 27 (Wastewater) 771+20 to 771+20	12	01-Jul-13	19-Jul-13	330	$0
3AUTUTWW1271010	Owner Install and Testing WW1 - 27 (Wastewater) 771+20 to 771+20	20	22-Jul-13	16-Aug-13	415	$0
WW1 - 29 (Wastewater) 744+50 to 753+50		44	01-Jul-13	29-Aug-13	541	$117,740
3AUTUTWW1291000	Utility Construction / Relocation WW1 - 29 (Wastewater) 744+50 to 753+50	20	01-Jul-13	01-Aug-13	409	$117,740
3AUTUTWW1291010	Owner Install and Testing WW1 - 29 (Wastewater) 744+50 to 753+50	20	02-Aug-13	29-Aug-13	518	$0
WW1 - 32 (Wastewater) 732+50 to 736+50		37	01-Jul-13	20-Aug-13	433	$28,701
3AUTUTWW1321000	Utility Construction / Relocation WW1 - 32 (Wastewater) 732+50 to 736+50	14	01-Jul-13	23-Jul-13	328	$28,701
3AUTUTWW1321010	Owner Install and Testing WW1 - 32 (Wastewater) 732+50 to 736+50	20	24-Jul-13	20-Aug-13	413	$0
WW1 - 21 (Wastewater) 794+00 to 795+10		35	01-Jul-13	16-Aug-13	387	$0
3AUTUTWW1211000	Utility Construction / Relocation WW1 - 21 (Wastewater) 794+00 to 795+10	12	01-Jul-13	19-Jul-13	294	$0
3AUTUTWW1211010	Owner Install and Testing WW1 - 21 (Wastewater) 794+00 to 795+10	20	22-Jul-13	16-Aug-13	368	$0
WW1 - 22 (Wastewater) 794+20 to 794+20		35	01-Jul-13	16-Aug-13	387	$0
3AUTUTWW1221000	Utility Construction / Relocation WW1 - 22 (Wastewater) 794+20 to 794+20	12	01-Jul-13	19-Jul-13	294	$0
3AUTUTWW1221010	Owner Install and Testing WW1 - 22 (Wastewater) 794+20 to 794+20	20	22-Jul-13	16-Aug-13	368	$0
WW1 - 35 (Wastewater) 674+55 to 695+00		40	01-Jul-13	23-Aug-13	568	$62,027
3AUTUTWW1351000	Utility Construction / Relocation WW1 - 35 (Wastewater) 674+55 to 695+00	16	01-Jul-13	25-Jul-13	430	$62,027
3AUTUTWW1351010	Owner Install and Testing WW1 - 35 (Wastewater) 674+55 to 695+00	20	29-Jul-13	23-Aug-13	545	$0
WW1 - 61 (Wastewater) 107+80 to 109+95		36	01-Jul-13	19-Aug-13	572	$19,526
3AUTUTWW1611000	Utility Construction / Relocation WW1 - 61 (Wastewater) 107+80 to 109+95	13	01-Jul-13	22-Jul-13	433	$19,526
3AUTUTWW1611010	Owner Install and Testing WW1 - 61 (Wastewater) 107+80 to 109+95	20	23-Jul-13	19-Aug-13	549	$0
WW1 - 03 (Wastewater) 924+80 to 926+30		41	01-Jul-13	26-Aug-13	529	$88,672
3AUTUTWW131000	Utility Construction / Relocation WW1 - 03 (Wastewater) 924+80 to 926+30	17	01-Jul-13	29-Jul-13	400	$88,672
3AUTUTWW131010	Owner Install and Testing WW1 - 03 (Wastewater) 924+80 to 926+30	20	30-Jul-13	26-Aug-13	507	$0
W1 - 33 (Water) 673+80 to 673+80		39	01-Jul-13	22-Aug-13	569	$123,466
3AUTUTW1331000	Utility Construction / Relocation W1 - 33 (Water) 673+80 to 673+80	15	01-Jul-13	25-Jul-13	431	$123,466
3AUTUTW1331010	Owner Install and Testing W1 - 33 (Water) 673+80 to 673+80	20	26-Jul-13	22-Aug-13	546	$0
W1 - 35 (Water) 107+90 to 110+90		36	01-Jul-13	19-Aug-13	572	$37,198



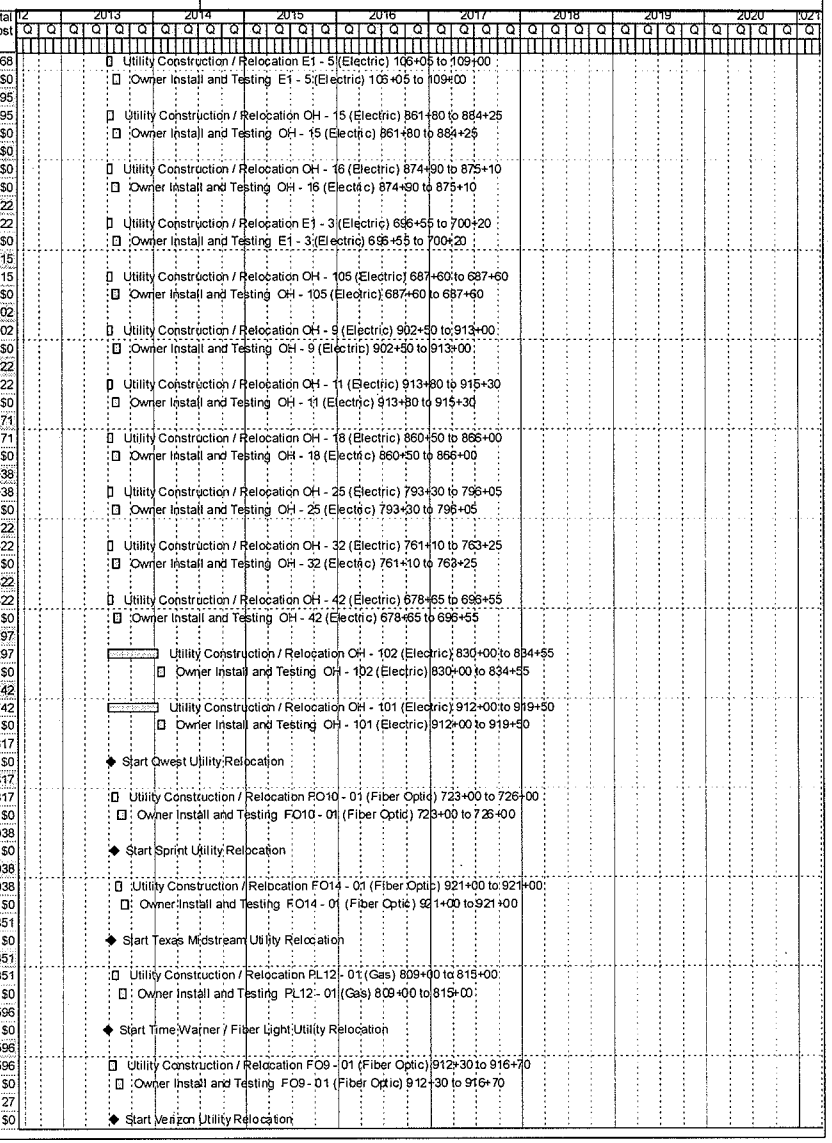
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AUTUTW1351000	Utility Construction / Relocation W1 - 35 (Water) 107+90 to 110+90	13	01-Jul-13	22-Jul-13	433	$37,198
3AUTUTW1351010	Owner Install and Testing W1 - 35 (Water) 107+90 to 110+90	20	23-Jul-13	19-Aug-13	549	$0
WW1 - 10 (Wastewater) 903+10 to 904+00		39	01-Jul-13	22-Aug-13	291	$35,895
3AUTUTWW1101000	Utility Construction / Relocation WW1 - 10 (Wastewater) 903+10 to 904+00	15	01-Jul-13	25-Jul-13	222	$35,895
3AUTUTWW1101010	Owner Install and Testing WW1 - 10 (Wastewater) 903+10 to 904+00	20	26-Jul-13	22-Aug-13	279	$0
WW1 - 31 (Wastewater) 740+50 to 742+40		40	01-Jul-13	23-Aug-13	555	$80,433
3AUTUTWW1311000	Utility Construction / Relocation WW1 - 31 (Wastewater) 740+50 to 742+40	16	01-Jul-13	26-Jul-13	421	$80,433
3AUTUTWW1311010	Owner Install and Testing WW1 - 31 (Wastewater) 740+50 to 742+40	20	29-Jul-13	23-Aug-13	532	$0
WW1 - 30 (Wastewater) 741+00 to 751+25		42	01-Jul-13	27-Aug-13	261	$73,569
3AUTUTWW1301000	Utility Construction / Relocation WW1 - 30 (Wastewater) 741+00 to 751+25	18	01-Jul-13	30-Jul-13	197	$73,569
3AUTUTWW1301010	Owner Install and Testing WW1 - 30 (Wastewater) 741+00 to 751+25	20	31-Jul-13	27-Aug-13	250	$0
WW1 - 24 (Wastewater) 786+80 to 786+80		48	01-Jul-13	04-Sep-13	460	$125,374
3AUTUTWW1241000	Utility Construction / Relocation WW1 - 24 (Wastewater) 786+80 to 786+80	22	01-Jul-13	06-Aug-13	346	$125,374
3AUTUTWW1241010	Owner Install and Testing WW1 - 24 (Wastewater) 786+80 to 786+80	20	07-Aug-13	04-Sep-13	440	$0
WW1 - 23 (Wastewater) 794+00 to 794+00		35	01-Jul-13	16-Aug-13	387	$0
3AUTUTWW1231000	Utility Construction / Relocation WW1 - 23 (Wastewater) 794+00 to 794+00	12	01-Jul-13	19-Jul-13	294	$0
3AUTUTWW1231010	Owner Install and Testing WW1 - 23 (Wastewater) 794+00 to 794+00	20	22-Jul-13	16-Aug-13	368	$0
WW1 - 07 (Wastewater) 914+30 to 916+00		36	01-Jul-13	19-Aug-13	294	$24,077
3AUTUTWW171000	Utility Construction / Relocation WW1 - 07 (Wastewater) 914+30 to 916+00	13	01-Jul-13	22-Jul-13	224	$24,077
3AUTUTWW171010	Owner Install and Testing WW1 - 07 (Wastewater) 914+30 to 916+00	20	23-Jul-13	19-Aug-13	282	$0
WW1 - 34 (Wastewater) 730+50 to 732+60		40	01-Jul-13	23-Aug-13	288	$65,403
3AUTUTWW1341000	Utility Construction / Relocation WW1 - 34 (Wastewater) 730+50 to 732+60	16	01-Jul-13	26-Jul-13	220	$65,403
3AUTUTWW1341010	Owner Install and Testing WW1 - 34 (Wastewater) 730+50 to 732+60	20	29-Jul-13	23-Aug-13	276	$0
Energy Transfer		42	13-Jul-13	10-Sep-13	370	$389,483
3AENTRMSUT1003	Start Energy Transfer Utility Relocation	0	13-Jul-13		391	$0
PL3 - 03 (Gas) 784+00 to 810+00		42	15-Jul-13	10-Sep-13	370	$244,803
3AUTUTPL331000	Utility Construction / Relocation PL3 - 03 (Gas) 784+00 to 810+00	18	15-Jul-13	12-Aug-13	280	$244,803
3AUTUTPL331010	Owner Install and Testing PL3 - 03 (Gas) 784+00 to 810+00	20	13-Aug-13	10-Sep-13	352	$0
PL3 - 01 (Gas) 860+00 to 866+00		41	15-Jul-13	09-Sep-13	279	$144,680
3AUTUTPL311000	Utility Construction / Relocation PL3 - 01 (Gas) 860+00 to 866+00	17	15-Jul-13	09-Aug-13	212	$144,680
3AUTUTPL311010	Owner Install and Testing PL3 - 01 (Gas) 860+00 to 866+00	20	12-Aug-13	09-Sep-13	268	$0
Magellan Pipeline		35	06-Jul-13	23-Aug-13	270	$23,269
3AMAGEMSUT1004	Start Magellan Pipeline Utility Relocation	0	06-Jul-13		380	$0
PL11 - 01 (Gas) 758+45 to 768+00		34	09-Jul-13	23-Aug-13	270	$23,269
3AUTUTPL1111000	Utility Construction / Relocation PL11 - 01 (Gas) 758+45 to 768+00	12	09-Jul-13	26-Jul-13	204	$23,269
3AUTUTPL1111010	Owner Install and Testing PL11 - 01 (Gas) 758+45 to 768+00	20	29-Jul-13	23-Aug-13	258	$0
Oncor		168	28-Jun-13	18-Feb-14	858	$11,203,060
3AMSUT1003	Start Oncor Utility Relocation	0	28-Jun-13		181	$0
OH - 10 (Electric) 911+00 to 916+00		35	01-Jul-13	16-Aug-13	349	$27,894
3AUTUTOH101000	Utility Construction / Relocation OH - 10 (Electric) 911+00 to 916+00	12	01-Jul-13	19-Jul-13	267	$27,894
3AUTUTOH101010	Owner Install and Testing OH - 10 (Electric) 911+00 to 916+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 12 (Electric) 911+00 to 914+00		41	01-Jul-13	26-Aug-13	343	$249,427
3AUTUTOH121000	Utility Construction / Relocation OH - 12 (Electric) 911+00 to 914+00	17	01-Jul-13	29-Jul-13	262	$249,427
3AUTUTOH121010	Owner Install and Testing OH - 12 (Electric) 911+00 to 914+00	20	30-Jul-13	26-Aug-13	329	$0
OH - 14 (Electric) 867+50 to 889+00		37	01-Jul-13	20-Aug-13	347	$93,333
3AUTUTOH141000	Utility Construction / Relocation OH - 14 (Electric) 867+50 to 889+00	14	01-Jul-13	23-Jul-13	265	$93,333
3AUTUTOH141010	Owner Install and Testing OH - 14 (Electric) 867+50 to 889+00	20	24-Jul-13	20-Aug-13	333	$0
OH - 17 (Electric) 868+55 to 870+70		40	01-Jul-13	23-Aug-13	290	$169,711
3AUTUTOH171000	Utility Construction / Relocation OH - 17 (Electric) 868+55 to 870+70	16	01-Jul-13	26-Jul-13	221	$169,711
3AUTUTOH171010	Owner Install and Testing OH - 17 (Electric) 868+55 to 870+70	20	29-Jul-13	23-Aug-13	278	$0
OH - 19 (Electric) 862+05 to 862+70		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTOH191000	Utility Construction / Relocation OH - 19 (Electric) 862+05 to 862+70	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTOH191010	Owner Install and Testing OH - 19 (Electric) 862+05 to 862+70	20	22-Jul-13	16-Aug-13	335	$0
OH - 20 (Electric) 857+50 to 862+00		35	01-Jul-13	16-Aug-13	349	$27,416
3AUTUTOH201000	Utility Construction / Relocation OH - 20 (Electric) 857+50 to 862+00	12	01-Jul-13	19-Jul-13	267	$27,416
3AUTUTOH201010	Owner Install and Testing OH - 20 (Electric) 857+50 to 862+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 21 (Electric) 860+00 to 861+15		35	01-Jul-13	16-Aug-13	349	$13,470
3AUTUTOH211000	Utility Construction / Relocation OH - 21 (Electric) 860+00 to 861+15	12	01-Jul-13	19-Jul-13	267	$13,470
3AUTUTOH211010	Owner Install and Testing OH - 21 (Electric) 860+00 to 861+15	20	22-Jul-13	16-Aug-13	335	$0
OH - 22 (Electric) 832+50 to 839+85		36	01-Jul-13	19-Aug-13	758	$34,830



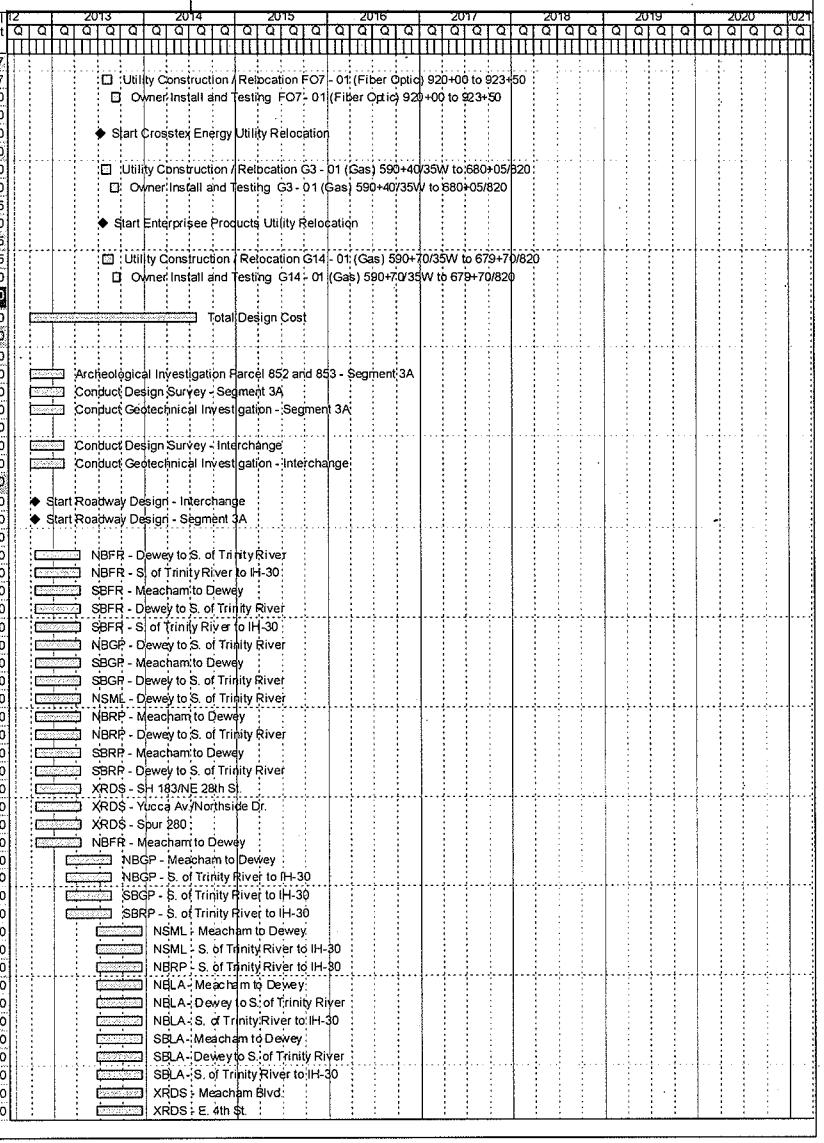
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AUTUTOH221000	Utility Construction / Relocation OH - 22 (Electric) 832+50 to 839+85	13	01-Jul-13	22-Jul-13	567	$34,830
3AUTUTOH221010	Owner Install and Testing OH - 22 (Electric) 832+50 to 839+85	20	23-Jul-13	19-Aug-13	726	$0
OH - 24 (Electric) 806+80 to 807+00		35	01-Jul-13	16-Aug-13	289	$0
3AUTUTOH241000	Utility Construction / Relocation OH - 24 (Electric) 806+80 to 807+00	12	01-Jul-13	19-Jul-13	220	$0
3AUTUTOH241010	Owner Install and Testing OH - 24 (Electric) 806+80 to 807+00	20	22-Jul-13	16-Aug-13	277	$0
OH - 26 (Electric) 794+50 to 794+50		35	01-Jul-13	16-Aug-13	352	$30,206
3AUTUTOH261000	Utility Construction / Relocation OH - 26 (Electric) 794+50 to 794+50	12	01-Jul-13	19-Jul-13	271	$30,206
3AUTUTOH261010	Owner Install and Testing OH - 26 (Electric) 794+50 to 794+50	20	22-Jul-13	16-Aug-13	338	$0
OH - 28 (Electric) 778+20 to 779+35		35	01-Jul-13	16-Aug-13	387	$10,478
3AUTUTOH281000	Utility Construction / Relocation OH - 28 (Electric) 778+20 to 779+35	12	01-Jul-13	19-Jul-13	294	$10,478
3AUTUTOH281010	Owner Install and Testing OH - 28 (Electric) 778+20 to 779+35	20	22-Jul-13	16-Aug-13	368	$0
OH - 29 (Electric) 776+20 to 778+20		35	01-Jul-13	16-Aug-13	352	$24,352
3AUTUTOH291000	Utility Construction / Relocation OH - 29 (Electric) 776+20 to 778+20	12	01-Jul-13	19-Jul-13	271	$24,352
3AUTUTOH291010	Owner Install and Testing OH - 29 (Electric) 776+20 to 778+20	20	22-Jul-13	16-Aug-13	338	$0
OH - 30 (Electric) 775+50 to 776+30		35	01-Jul-13	16-Aug-13	352	$24,352
3AUTUTOH301000	Utility Construction / Relocation OH - 30 (Electric) 775+50 to 776+30	12	01-Jul-13	19-Jul-13	271	$24,352
3AUTUTOH301010	Owner Install and Testing OH - 30 (Electric) 775+50 to 776+30	20	22-Jul-13	16-Aug-13	338	$0
OH - 31 (Electric) 762+90 to 776+35		36	01-Jul-13	19-Aug-13	434	$67,348
3AUTUTOH311000	Utility Construction / Relocation OH - 31 (Electric) 762+90 to 776+35	13	01-Jul-13	22-Jul-13	329	$67,348
3AUTUTOH311010	Owner Install and Testing OH - 31 (Electric) 762+90 to 776+35	20	23-Jul-13	19-Aug-13	414	$0
OH - 34 (Electric) 762+90 to 762+90		35	01-Jul-13	16-Aug-13	435	$0
3AUTUTOH341000	Utility Construction / Relocation OH - 34 (Electric) 762+90 to 762+90	12	01-Jul-13	19-Jul-13	330	$0
3AUTUTOH341010	Owner Install and Testing OH - 34 (Electric) 762+90 to 762+90	20	22-Jul-13	16-Aug-13	415	$0
OH - 35 (Electric) 755+60 to 758+35		35	01-Jul-13	16-Aug-13	435	$12,993
3AUTUTOH351000	Utility Construction / Relocation OH - 35 (Electric) 755+60 to 758+35	12	01-Jul-13	19-Jul-13	330	$12,993
3AUTUTOH351010	Owner Install and Testing OH - 35 (Electric) 755+60 to 758+35	20	22-Jul-13	16-Aug-13	415	$0
OH - 36 (Electric) 740+70 to 745+00		35	01-Jul-13	16-Aug-13	435	$20,205
3AUTUTOH361000	Utility Construction / Relocation OH - 36 (Electric) 740+70 to 745+00	12	01-Jul-13	19-Jul-13	330	$20,205
3AUTUTOH361010	Owner Install and Testing OH - 36 (Electric) 740+70 to 745+00	20	22-Jul-13	16-Aug-13	415	$0
OH - 37 (Electric) 727+20 to 729+65		39	01-Jul-13	22-Aug-13	289	$132,898
3AUTUTOH371000	Utility Construction / Relocation OH - 37 (Electric) 727+20 to 729+65	15	01-Jul-13	25-Jul-13	221	$132,898
3AUTUTOH371010	Owner Install and Testing OH - 37 (Electric) 727+20 to 729+65	20	26-Jul-13	22-Aug-13	277	$0
OH - 38 (Electric) 728+60 to 729+65		35	01-Jul-13	16-Aug-13	293	$0
3AUTUTOH381000	Utility Construction / Relocation OH - 38 (Electric) 728+60 to 729+65	12	01-Jul-13	19-Jul-13	224	$0
3AUTUTOH381010	Owner Install and Testing OH - 38 (Electric) 728+60 to 729+65	20	22-Jul-13	16-Aug-13	281	$0
OH - 7 (Electric) 913+00 to 921+00		36	01-Jul-13	19-Aug-13	294	$46,465
3AUTUTOH71000	Utility Construction / Relocation OH - 7 (Electric) 913+00 to 921+00	13	01-Jul-13	22-Jul-13	224	$46,465
3AUTUTOH71010	Owner Install and Testing OH - 7 (Electric) 913+00 to 921+00	20	23-Jul-13	19-Aug-13	282	$0
OH - 8 (Electric) 895+00 to 903+50		36	01-Jul-13	19-Aug-13	294	$55,916
3AUTUTOH81000	Utility Construction / Relocation OH - 8 (Electric) 895+00 to 903+50	13	01-Jul-13	22-Jul-13	224	$55,916
3AUTUTOH81010	Owner Install and Testing OH - 8 (Electric) 895+00 to 903+50	20	23-Jul-13	19-Aug-13	282	$0
OH - 27 (Electric) 788+25 to 794+00		35	01-Jul-13	16-Aug-13	387	$25,508
3AUTUTOH271000	Utility Construction / Relocation OH - 27 (Electric) 788+25 to 794+00	12	01-Jul-13	19-Jul-13	294	$25,508
3AUTUTOH271010	Owner Install and Testing OH - 27 (Electric) 788+25 to 794+00	20	22-Jul-13	16-Aug-13	368	$0
OH - 52 (Electric) 111+45 to 112+05		37	01-Jul-13	20-Aug-13	988	$104,858
3AUTUTOH521000	Utility Construction / Relocation OH - 52 (Electric) 111+45 to 112+05	14	01-Jul-13	23-Jul-13	743	$104,858
3AUTUTOH521010	Owner Install and Testing OH - 52 (Electric) 111+45 to 112+05	20	24-Jul-13	20-Aug-13	948	$0
OH - 103 (Electric) 784+00 to 810+00 - Complex Relocation		167	01-Jul-13	18-Feb-14	255	$1,519,467
3AUTUTOH1031000	Utility Construction / Relocation OH - 103 (Electric) 784+00 to 810+00	114	01-Jul-13	20-Jan-14	192	$1,519,467
3AUTUTOH1031010	Owner Install and Testing OH - 103 (Electric) 784+00 to 810+00	20	21-Jan-14	18-Feb-14	245	$0
OH - 104 (Electric) 688+30 to 688+30		35	01-Jul-13	16-Aug-13	297	$84,415
3AUTUTOH1041000	Utility Construction / Relocation OH - 104 (Electric) 688+30 to 688+30	12	01-Jul-13	19-Jul-13	226	$84,415
3AUTUTOH1041010	Owner Install and Testing OH - 104 (Electric) 688+30 to 688+30	20	22-Jul-13	16-Aug-13	285	$0
OH - 33 (Electric) 758+35 to 763+00		36	01-Jul-13	19-Aug-13	274	$823,081
3AUTUTOH331000	Utility Construction / Relocation OH - 33 (Electric) 758+35 to 763+00	13	01-Jul-13	22-Jul-13	207	$823,081
3AUTUTOH331010	Owner Install and Testing OH - 33 (Electric) 758+35 to 763+00	20	23-Jul-13	19-Aug-13	262	$0
OH - 100 (Electric) 755+25 to 757+00 - Complex Relocation		164	01-Jul-13	13-Feb-14	306	$1,266,223
3AUTUTOH1001000	Utility Construction / Relocation OH - 100 (Electric) 755+25 to 757+00	112	01-Jul-13	15-Jan-14	230	$1,266,223
3AUTUTOH1001010	Owner Install and Testing OH - 100 (Electric) 755+25 to 757+00	20	16-Jan-14	13-Feb-14	294	$0
Ef - 5 (Electric) 106+05 to 109+00		36	01-Jul-13	19-Aug-13	989	$45,768



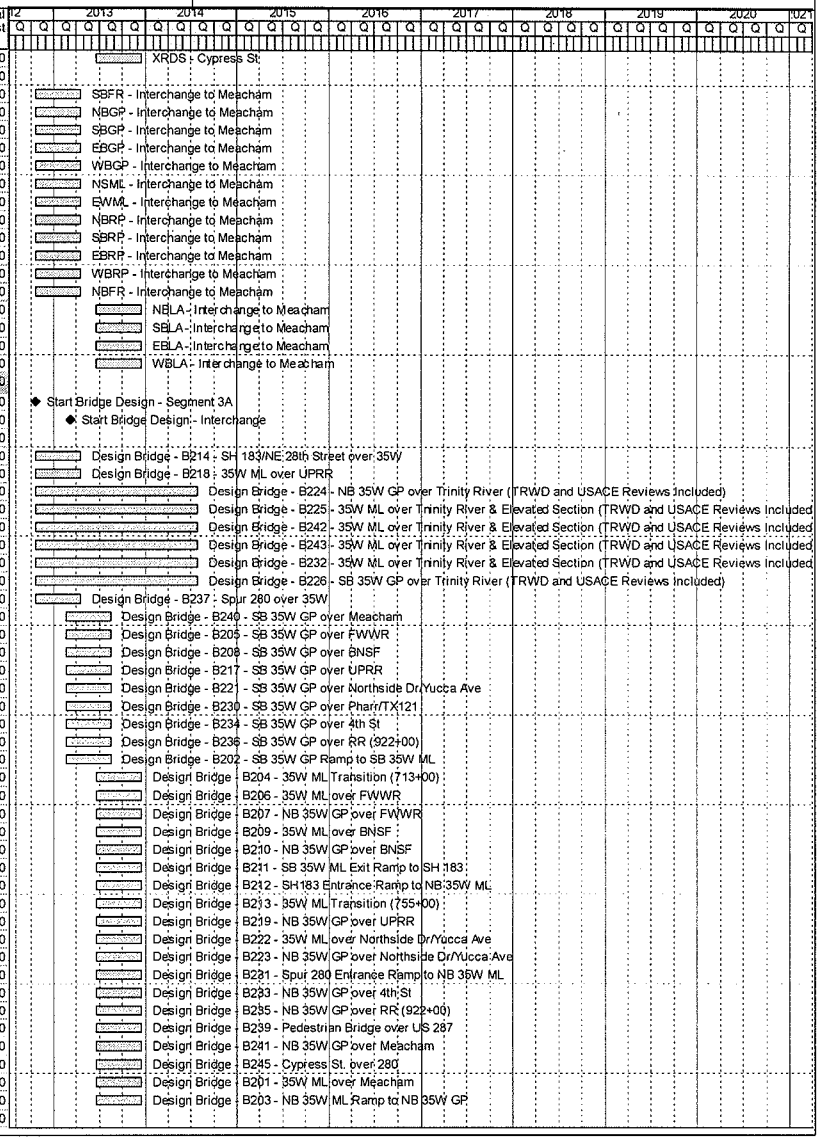
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AUTUTE151000	Utility Construction / Relocation E1 - 5 (Electric) 106+05 to 109+00	13	01-Jul-13	22-Jul-13	744	$45,768
3AUTUTE151010	Owner Install and Testing E1 - 5 (Electric) 106+05 to 109+00	20	23-Jul-13	19-Aug-13	949	$0
OH - 15 (Electric) 861+80 to 884+25		39	01-Jul-13	22-Aug-13	291	$104,895
3AUTUTOH151000	Utility Construction / Relocation OH - 15 (Electric) 861+80 to 884+25	15	01-Jul-13	25-Jul-13	222	$104,895
3AUTUTOH151010	Owner Install and Testing OH - 15 (Electric) 861+80 to 884+25	20	26-Jul-13	22-Aug-13	279	$0
OH - 16 (Electric) 874+90 to 875+10		35	01-Jul-13	16-Aug-13	349	$0
3AUTUTOH161000	Utility Construction / Relocation OH - 16 (Electric) 874+90 to 875+10	12	01-Jul-13	19-Jul-13	267	$0
3AUTUTOH161010	Owner Install and Testing OH - 16 (Electric) 874+90 to 875+10	20	22-Jul-13	16-Aug-13	335	$0
E1 - 3 (Electric) 696+55 to 700+20		36	01-Jul-13	19-Aug-13	434	$53,622
3AUTUTE131000	Utility Construction / Relocation E1 - 3 (Electric) 696+55 to 700+20	13	01-Jul-13	22-Jul-13	329	$53,622
3AUTUTE131010	Owner Install and Testing E1 - 3 (Electric) 696+55 to 700+20	20	23-Jul-13	19-Aug-13	414	$0
OH - 105 (Electric) 687+60 to 687+60		35	01-Jul-13	16-Aug-13	297	$84,415
3AUTUTOH1051000	Utility Construction / Relocation OH - 105 (Electric) 687+60 to 687+60	12	01-Jul-13	19-Jul-13	226	$84,415
3AUTUTOH1051010	Owner Install and Testing OH - 105 (Electric) 687+60 to 687+60	20	22-Jul-13	16-Aug-13	285	$0
OH - 9 (Electric) 902+50 to 913+00		36	01-Jul-13	19-Aug-13	348	$53,402
3AUTUTOH91000	Utility Construction / Relocation OH - 9 (Electric) 902+50 to 913+00	13	01-Jul-13	22-Jul-13	266	$53,402
3AUTUTOH91010	Owner Install and Testing OH - 9 (Electric) 902+50 to 913+00	20	23-Jul-13	19-Aug-13	334	$0
OH - 11 (Electric) 913+80 to 915+30		35	01-Jul-13	16-Aug-13	295	$9,322
3AUTUTOH111000	Utility Construction / Relocation OH - 11 (Electric) 913+80 to 915+30	12	01-Jul-13	19-Jul-13	225	$9,322
3AUTUTOH111010	Owner Install and Testing OH - 11 (Electric) 913+80 to 915+30	20	22-Jul-13	16-Aug-13	283	$0
OH - 18 (Electric) 860+50 to 866+00		35	01-Jul-13	16-Aug-13	349	$18,571
3AUTUTOH181000	Utility Construction / Relocation OH - 18 (Electric) 860+50 to 866+00	12	01-Jul-13	19-Jul-13	267	$18,571
3AUTUTOH181010	Owner Install and Testing OH - 18 (Electric) 860+50 to 866+00	20	22-Jul-13	16-Aug-13	335	$0
OH - 25 (Electric) 793+30 to 796+05		35	01-Jul-13	16-Aug-13	387	$12,038
3AUTUTOH251000	Utility Construction / Relocation OH - 25 (Electric) 793+30 to 796+05	12	01-Jul-13	19-Jul-13	294	$12,038
3AUTUTOH251010	Owner Install and Testing OH - 25 (Electric) 793+30 to 796+05	20	22-Jul-13	16-Aug-13	368	$0
OH - 32 (Electric) 761+10 to 763+25		35	01-Jul-13	16-Aug-13	550	$9,322
3AUTUTOH321000	Utility Construction / Relocation OH - 32 (Electric) 761+10 to 763+25	12	01-Jul-13	19-Jul-13	417	$9,322
3AUTUTOH321010	Owner Install and Testing OH - 32 (Electric) 761+10 to 763+25	20	22-Jul-13	16-Aug-13	527	$0
OH - 42 (Electric) 678+65 to 696+55		36	01-Jul-13	19-Aug-13	434	$37,822
3AUTUTOH421000	Utility Construction / Relocation OH - 42 (Electric) 678+65 to 696+55	13	01-Jul-13	22-Jul-13	329	$37,822
3AUTUTOH421010	Owner Install and Testing OH - 42 (Electric) 678+65 to 696+55	20	23-Jul-13	19-Aug-13	414	$0
OH - 102 (Electric) 830+00 to 834+55 - Complex Relocation		164	01-Jul-13	13-Feb-14	630	$1,688,297
3AUTUTOH1021000	Utility Construction / Relocation OH - 102 (Electric) 830+00 to 834+55	112	01-Jul-13	15-Jan-14	468	$1,688,297
3AUTUTOH1021010	Owner Install and Testing OH - 102 (Electric) 830+00 to 834+55	20	16-Jan-14	13-Feb-14	606	$0
OH - 101 (Electric) 912+00 to 919+50 - Complex Relocation		164	01-Jul-13	13-Feb-14	136	$4,220,742
3AUTUTOH1011000	Utility Construction / Relocation OH - 101 (Electric) 912+00 to 919+50	112	01-Jul-13	15-Jan-14	100	$4,220,742
3AUTUTOH1011010	Owner Install and Testing OH - 101 (Electric) 912+00 to 919+50	20	16-Jan-14	13-Feb-14	133	$0
Qwest		40	13-Jul-13	06-Sep-13	278	$141,817
3AQWSTMSUT1000	Start Qwest Utility Relocation	0	13-Jul-13		391	$0
FO10 - 01 (Fiber Optic) 723+00 to 726+00		40	15-Jul-13	06-Sep-13	278	$141,817
3AUTUTFO1011000	Utility Construction / Relocation FO10 - 01 (Fiber Optic) 723+00 to 726+00	16	15-Jul-13	08-Aug-13	212	$141,817
3AUTUTFO1011010	Owner Install and Testing FO10 - 01 (Fiber Optic) 723+00 to 726+00	20	09-Aug-13	06-Sep-13	267	$0
Sprint		37	27-Jul-13	17-Sep-13	513	$81,038
3AMSUT1002	Start Sprint Utility Relocation	0	27-Jul-13		720	$0
FO14 - 01 (Fiber Optic) 921+00 to 921+00		37	29-Jul-13	17-Sep-13	513	$81,038
3AUTUTFO1411000	Utility Construction / Relocation FO14 - 01 (Fiber Optic) 921+00 to 921+00	14	29-Jul-13	19-Aug-13	387	$81,038
3AUTUTFO1411010	Owner Install and Testing FO14 - 01 (Fiber Optic) 921+00 to 921+00	20	20-Aug-13	17-Sep-13	492	$0
Texas Midstream		41	13-Jul-13	09-Sep-13	273	$156,351
3AMSUT1001	Start Texas Midstream Utility Relocation	0	13-Jul-13		383	$0
PL12 - 01 (Gas) 809+00 to 815+00		41	15-Jul-13	09-Sep-13	273	$156,351
3AUTUTPL1211000	Utility Construction / Relocation PL12 - 01 (Gas) 809+00 to 815+00	17	15-Jul-13	09-Aug-13	207	$156,351
3AUTUTPL1211010	Owner Install and Testing PL12 - 01 (Gas) 809+00 to 815+00	20	12-Aug-13	09-Sep-13	262	$0
Time Warner/Fiber Light		43	28-Jun-13	27-Aug-13	258	$202,596
3AMSUT1005	Start Time Warner / Fiber Light Utility Relocation	0	28-Jun-13		362	$0
FO9 - 01 (Fiber Optic) 912+30 to 916+70		42	01-Jul-13	27-Aug-13	258	$202,596
3AUTUTFO911000	Utility Construction / Relocation FO9 - 01 (Fiber Optic) 912+30 to 916+70	18	01-Jul-13	30-Jul-13	194	$202,596
3AUTUTFO911010	Owner Install and Testing FO9 - 01 (Fiber Optic) 912+30 to 916+70	20	31-Jul-13	27-Aug-13	247	$0
Verizon		47	20-Jul-13	24-Sep-13	508	$270,127
3AMSUT1000	Start Verizon Utility Relocation	0	20-Jul-13		712	$0



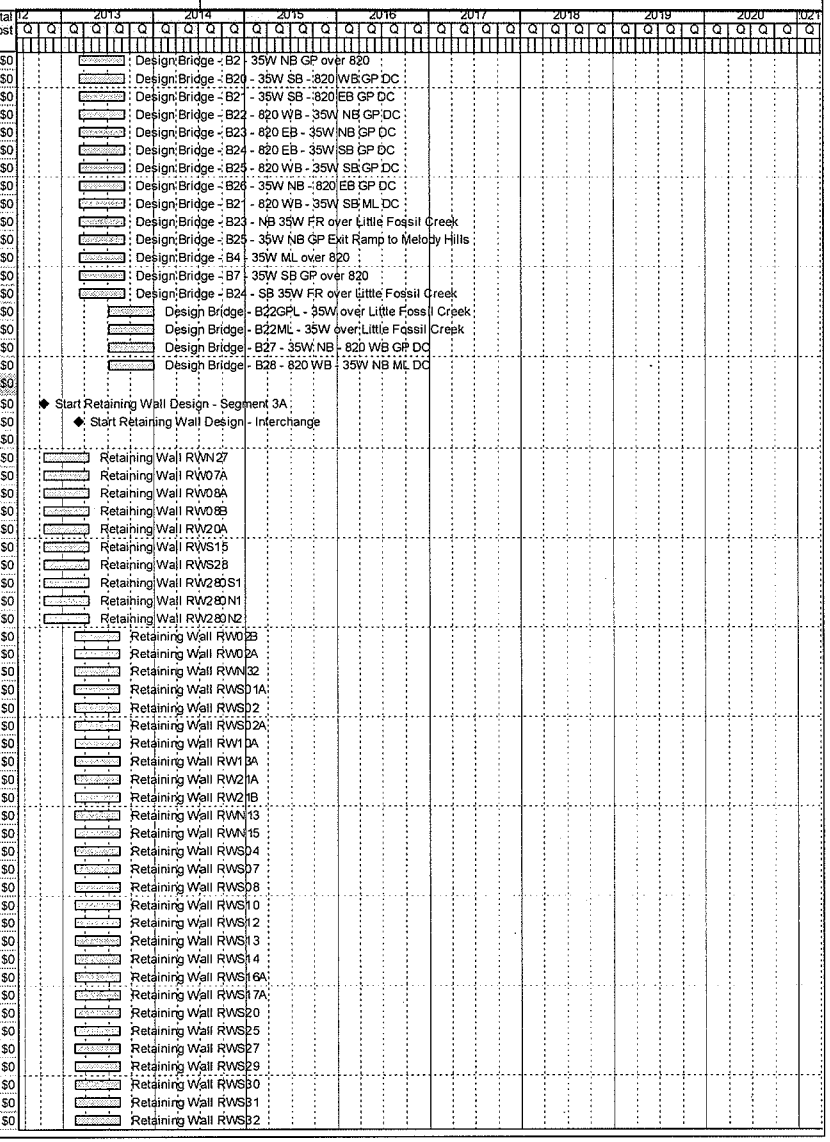
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
FO7 - 01 (Fiber Optic) 920+00 to 923+50		47	22-Jul-13	24-Sep-13	508	$270,127
3AUTUTFO711000	Utility Construction / Relocation FO7 - 01 (Fiber Optic) 920+00 to 923+50	22	22-Jul-13	26-Aug-13	383	$270,127
3AUTUTFO711010	Owner Install and Testing FO7 - 01 (Fiber Optic) 920+00 to 923+50	20	27-Aug-13	24-Sep-13	487	$0
Crosstex Energy		50	13-Jul-13	20-Sep-13	336	$376,490
ICMSUT1005	Start Crosstex Energy Utility Relocation	0	13-Jul-13		461	$0
G3 - 01 (Gas) 590+40/35W to 680+05/820		50	15-Jul-13	20-Sep-13	336	$376,490
ICUTUTG311000	Utility Construction / Relocation G3 - 01 (Gas) 590+40/35W to 680+05/820	24	15-Jul-13	22-Aug-13	253	$376,490
ICUTUTG311010	Owner Install and Testing G3 - 01 (Gas) 590+40/35W to 680+05/820	20	23-Aug-13	20-Sep-13	319	$0
Enterprisee Products		49	20-Jul-13	26-Sep-13	332	$540,255
ICMSUT1000	Start Enterprisee Products Utility Relocation	0	20-Jul-13		454	$0
G14 - 01 (Gas) 590+70/35W to 679+70/820		49	22-Jul-13	26-Sep-13	332	$540,255
ICUTUTG1411000	Utility Construction / Relocation G14 - 01 (Gas) 590+70/35W to 679+70/820	24	22-Jul-13	28-Aug-13	249	$540,255
ICUTUTG1411010	Owner Install and Testing G14 - 01 (Gas) 590+70/35W to 679+70/820	20	29-Aug-13	26-Sep-13	315	$0
Design		475	01-Oct-12	25-Jul-14	935	$71,355,000
NTE-3AIC-DSGN	Total Design Cost	475	01-Oct-12	25-Jul-14	935	$71,355,000
Preliminary Design		100	01-Oct-12	15-Feb-13	617	$0
Preliminary Design - Segment 3A		100	01-Oct-12	15-Feb-13	617	$0
3A1000	Archeological Investigation Parcel 852 and 853 - Segment 3A	100	01-Oct-12	15-Feb-13	617	$0
3A1001	Conduct Design Survey - Segment 3A	100	01-Oct-12	15-Feb-13	251	$0
3A1005	Conduct Geotechnical Investigation - Segment 3A	100	01-Oct-12	15-Feb-13	251	$0
Preliminary Design - Interchange		100	01-Oct-12	15-Feb-13	39	$0
ICDS1001	Conduct Design Survey - Interchange	100	01-Oct-12	15-Feb-13	39	$0
ICDS1000	Conduct Geotechnical Investigation - Interchange	100	01-Oct-12	15-Feb-13	39	$0
Roadway Design		300	20-Oct-12	13-Dec-13	1075	$0
NTEIC-RDW	Start Roadway Design - Interchange	0	20-Oct-12		55	$0
NTE3A-RDW	Start Roadway Design - Segment 3A	0	20-Oct-12		410	$0
Roadway Design - Segment 3A		300	22-Oct-12	13-Dec-13	1061	$0
3ANBFRDTDSRD1000	NBFR - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	573	$0
3ANBFRSIDSRD1000	NBFR - S. of Trinity River to IH-30	130	22-Oct-12	19-Apr-13	350	$0
3ASBFRMDDSRD1000	SBFR - Meacham to Dewey	130	22-Oct-12	19-Apr-13	353	$0
3ASBFRDTDSRD1000	SBFR - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	412	$0
3ASBFRSIDSRD1000	SBFR - S. of Trinity River to IH-30	130	22-Oct-12	19-Apr-13	399	$0
3ANBGPDTDSRD1000	NBGP - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	505	$0
3ASBGPMDDSRD1000	SBGP - Meacham to Dewey	130	22-Oct-12	19-Apr-13	352	$0
3ASBGPDTDSRD1000	SBGP - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	353	$0
3ANSMLDTDSRD1000	NSML - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	292	$0
3ANBRPMDDSRD1000	NBRP - Meacham to Dewey	130	22-Oct-12	19-Apr-13	560	$0
3ANBRPDTDSRD1000	NBRP - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	561	$0
3ASBRPMDDSRD1000	SBRP - Meacham to Dewey	130	22-Oct-12	19-Apr-13	353	$0
3ASBRPDTDSRD1000	SBRP - Dewey to S. of Trinity River	130	22-Oct-12	19-Apr-13	444	$0
3AXRDS18DSRD1000	XRDS - SH 183/NE 28th St.	130	22-Oct-12	19-Apr-13	525	$0
3AXRDSYCDSRD1000	XRDS - Yucca Av./Northside Dr.	130	22-Oct-12	19-Apr-13	470	$0
3AXRDS28DSRD1000	XRDS - Spur 280	130	22-Oct-12	19-Apr-13	318	$0
3ANBFRMDDSRD1000	NBFR - Meacham to Dewey	130	22-Oct-12	19-Apr-13	369	$0
3ANBGPMDDSRD1000	NBGP - Meacham to Dewey	130	18-Feb-13	16-Aug-13	649	$0
3ANBGPSIDSRD1000	NBGP - S. of Trinity River to IH-30	130	18-Feb-13	16-Aug-13	624	$0
3ASBGPSIDSRD1000	SBGP - S. of Trinity River to IH-30	130	18-Feb-13	16-Aug-13	657	$0
3ASBRPSIDSRD1000	SBRP - S. of Trinity River to IH-30	130	18-Feb-13	16-Aug-13	583	$0
3ANSMLMDDSRD1000	NSML - Meacham to Dewey	130	17-Jun-13	13-Dec-13	818	$0
3ANSMLSIDSRD1000	NSML - S. of Trinity River to IH-30	130	17-Jun-13	13-Dec-13	998	$0
3ANBRPSIDSRD1000	NBRP - S. of Trinity River to IH-30	130	17-Jun-13	13-Dec-13	800	$0
3ANBLAMDDSRD1000	NBLA - Meacham to Dewey	130	17-Jun-13	13-Dec-13	783	$0
3ANBLADTDSRD1000	NBLA - Dewey to S. of Trinity River	130	17-Jun-13	13-Dec-13	783	$0
3ANBLASIDSRD1000	NBLA - S. of Trinity River to IH-30	130	17-Jun-13	13-Dec-13	783	$0
3ASBLAMDDSRD1000	SBLA - Meacham to Dewey	130	17-Jun-13	13-Dec-13	783	$0
3ASBLADTDSRD1000	SBLA - Dewey to S. of Trinity River	130	17-Jun-13	13-Dec-13	783	$0
3ASBLASIDSRD1000	SBLA - S. of Trinity River to IH-30	130	17-Jun-13	13-Dec-13	783	$0
3AXRDSMIDSRD1000	XRDS - Meacham Blvd.	130	17-Jun-13	13-Dec-13	1061	$0
3AXRDSE4DSRD1000	XRDS - E. 4th St.	130	17-Jun-13	13-Dec-13	893	$0



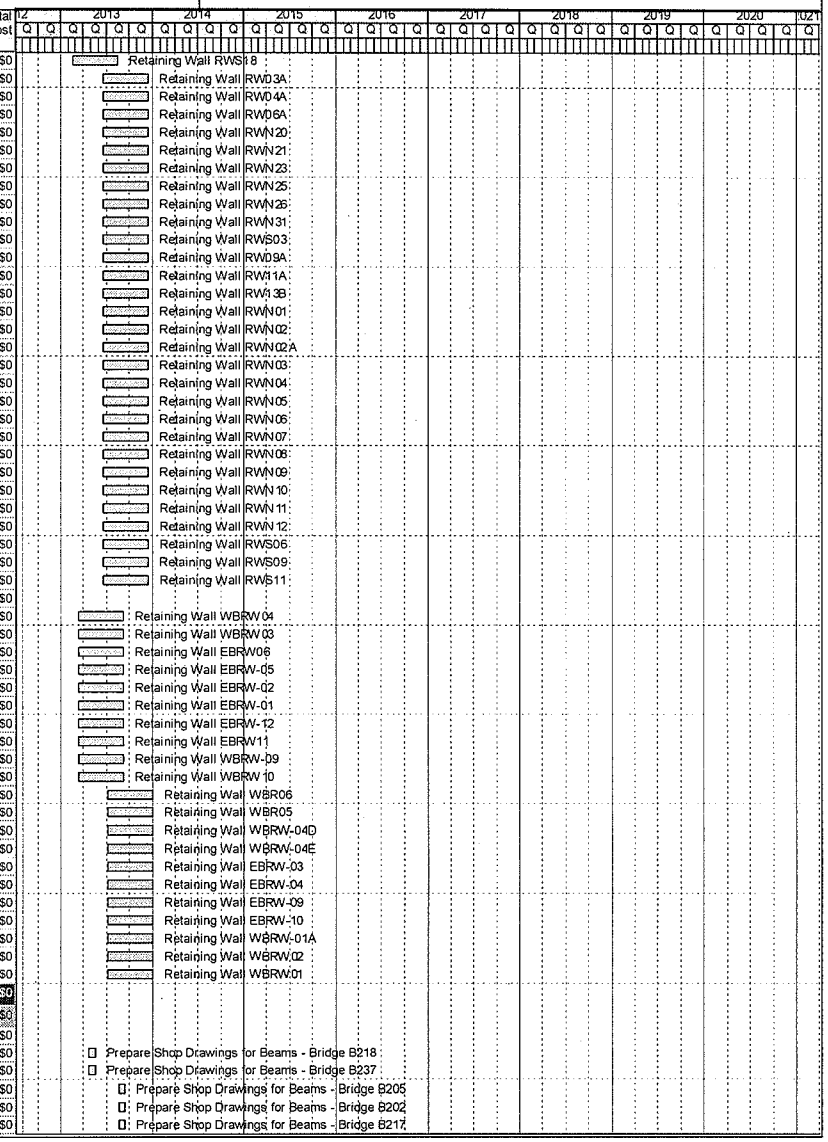
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3AXRDSCYDSRD1000	XRDS - Cypress St.	130	17-Jun-13	13-Dec-13	1030	$0
Roadway Design - Interchange		300	22-Oct-12	13-Dec-13	1079	$0
ICSBFRIMDSRD1000	SBFR - Interchange to Meacham	130	22-Oct-12	19-Apr-13	92	$0
ICNBGPIMDSRD1000	NBGP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	352	$0
ICSBGPIMDSRD1000	SBGP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	326	$0
ICEBGPIMDSRD1000	EBGP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	292	$0
ICWBGPIMDSRD1000	WBGP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	479	$0
ICNSMLIMDSRD1000	NSML - Interchange to Meacham	130	22-Oct-12	19-Apr-13	128	$0
ICEWMLIMDSRD1000	EWML - Interchange to Meacham	130	22-Oct-12	19-Apr-13	309	$0
ICNBRPIMDSRD1000	NBRP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	93	$0
ICSBRPIMDSRD1000	SBRP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	62	$0
ICEBRPIMDSRD1000	EBRP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	118	$0
ICWBRPIMDSRD1000	WBRP - Interchange to Meacham	130	22-Oct-12	19-Apr-13	207	$0
ICNBFRIMDSRD1000	NBFR - Interchange to Meacham	130	22-Oct-12	19-Apr-13	39	$0
ICNBLAIMDSRD1000	NBLA - Interchange to Meacham	130	17-Jun-13	13-Dec-13	1079	$0
ICSBLAIMDSRD1000	SBLA - Interchange to Meacham	130	17-Jun-13	13-Dec-13	1079	$0
ICEBLAIMDSRD1000	EBLA - Interchange to Meacham	130	17-Jun-13	13-Dec-13	1079	$0
ICWBLAIMDSRD1000	WBLA - Interchange to Meacham	130	17-Jun-13	13-Dec-13	1079	$0
Bridge Design		460	20-Oct-12	25-Jul-14	887	$0
NTE3A-BRD	Start Bridge Design - Segment 3A	0	20-Oct-12		353	$0
IC1005	Start Bridge Design - Interchange	0	09-Mar-13		152	$0
Bridge Design - Segment 3A		460	22-Oct-12	25-Jul-14	887	$0
3AXRDS18DS2141000	Design Bridge - B214 - SH 183/NE 28th Street over 35W	130	22-Oct-12	19-Apr-13	558	$0
3ANSMLDTDS2181000	Design Bridge - B218 - 35W ML over UPRR	130	22-Oct-12	19-Apr-13	305	$0
3ANBGPDTDS2241000	Design Bridge - B224 - NB 35W GP over Trinity River (TRWD and USACE Reviews Included)	460	22-Oct-12	25-Jul-14	449	$0
3ANSMLDTDS2251000	Design Bridge - B225 - 35W ML over Trinity River & Elevated Section (TRWD and USACE Revi	460	22-Oct-12	25-Jul-14	750	$0
3ANSMLDTDS2421000	Design Bridge - B242 - 35W ML over Trinity River & Elevated Section (TRWD and USACE Revi	460	22-Oct-12	25-Jul-14	750	$0
3ANSMLDTDS2431000	Design Bridge - B243 - 35W ML over Trinity River & Elevated Section (TRWD and USACE Revi	460	22-Oct-12	25-Jul-14	750	$0
3ASBRPSIDS2321000	Design Bridge - B232 - 35W ML over Trinity River & Elevated Section (TRWD and USACE Revi	460	22-Oct-12	25-Jul-14	490	$0
3ASBGPDTDS2261000	Design Bridge - B226 - SB 35W GP over Trinity River (TRWD and USACE Reviews Included)	460	22-Oct-12	25-Jul-14	252	$0
3AXRDS28DS2371000	Design Bridge - B237 - Spur 280 over 35W	130	22-Oct-12	19-Apr-13	304	$0
3ASBGPMDDS2401000	Design Bridge - B240 - SB 35W GP over Meacham	130	18-Feb-13	16-Aug-13	576	$0
3ASBGPMDDS2051000	Design Bridge - B205 - SB 35W GP over FWWR	130	18-Feb-13	16-Aug-13	265	$0
3ASBGPMDDS2081000	Design Bridge - B208 - SB 35W GP over BNSF	130	18-Feb-13	16-Aug-13	562	$0
3ASBGPDTDS2171000	Design Bridge - B217 - SB 35W GP over UPRR	130	18-Feb-13	16-Aug-13	252	$0
3ASBGPDTDS2211000	Design Bridge - B221 - SB 35W GP over Northside Dr/Yucca Ave	130	18-Feb-13	16-Aug-13	531	$0
3ASBGPSIDS2301000	Design Bridge - B230 - SB 35W GP over Pharr/TX121	130	18-Feb-13	16-Aug-13	603	$0
3ASBGPSIDS2341000	Design Bridge - B234 - SB 35W GP over 4th St	130	18-Feb-13	16-Aug-13	564	$0
3ASBGPSIDS2361000	Design Bridge - B236 - SB 35W GP over RR (922+00)	130	18-Feb-13	16-Aug-13	540	$0
3ASBRPMDDS2021000	Design Bridge - B202 - SB 35W GP Ramp to SB 35W ML	130	18-Feb-13	16-Aug-13	291	$0
3ANSMLMDDS2041000	Design Bridge - B204 - 35W ML Transition (713+00)	130	17-Jun-13	13-Dec-13	985	$0
3ANSMLMDDS2061000	Design Bridge - B206 - 35W ML over FWWR	130	17-Jun-13	13-Dec-13	907	$0
3ANBGPMDDS2071000	Design Bridge - B207 - NB 35W GP over FWWR	130	17-Jun-13	13-Dec-13	610	$0
3ANSMLMDFO2091000	Design Bridge - B209 - 35W ML over BNSF	130	17-Jun-13	13-Dec-13	972	$0
3ANBGPMDDS2101000	Design Bridge - B210 - NB 35W GP over BNSF	130	17-Jun-13	13-Dec-13	635	$0
3ASBRPMDDS2111000	Design Bridge - B211 - SB 35W ML Exit Ramp to SH 183	130	17-Jun-13	13-Dec-13	972	$0
3ANBRPMDDS2121000	Design Bridge - B212 - SH183 Entrance Ramp to NB 35W ML	130	17-Jun-13	13-Dec-13	678	$0
3ANSMLMDDS2131000	Design Bridge - B213 - 35W ML Transition (755+00)	130	17-Jun-13	13-Dec-13	989	$0
3ANBGPDTDS2191000	Design Bridge - B219 - NB 35W GP over UPRR	130	17-Jun-13	13-Dec-13	604	$0
3ANSMLDTDS2221000	Design Bridge - B222 - 35W ML over Northside Dr/Yucca Ave	130	17-Jun-13	13-Dec-13	944	$0
3ANBGPDTDS2231000	Design Bridge - B223 - NB 35W GP over Northside Dr/Yucca Ave	130	17-Jun-13	13-Dec-13	681	$0
3ANBRPSIDS2311000	Design Bridge - B231 - Spur 280 Entrance Ramp to NB 35W ML	130	17-Jun-13	13-Dec-13	650	$0
3ANBGPSIDS2331000	Design Bridge - B233 - NB 35W GP over 4th St	130	17-Jun-13	13-Dec-13	684	$0
3ANBGPSIDS2351000	Design Bridge - B235 - NB 35W GP over RR (922+00)	130	17-Jun-13	13-Dec-13	687	$0
3AXRDSE4DS2391000	Design Bridge - B239 - Pedestrian Bridge over US 287	130	17-Jun-13	13-Dec-13	921	$0
3ANBGPMDDS2411000	Design Bridge - B241 - NB 35W GP over Meacham	130	17-Jun-13	13-Dec-13	718	$0
3AXRDSCYDS2451000	Design Bridge - B245 - Cypress St. over 280	130	17-Jun-13	13-Dec-13	1047	$0
3ANSMLMDDS2011000	Design Bridge - B201 - 35W ML over Meacham	130	17-Jun-13	13-Dec-13	1005	$0
3ANBRPMDDS2031000	Design Bridge - B203 - NB 35W ML Ramp to NB 35W GP	130	17-Jun-13	13-Dec-13	678	$0
Bridge Design - Interchange		215	11-Mar-13	03-Jan-14	515	$0



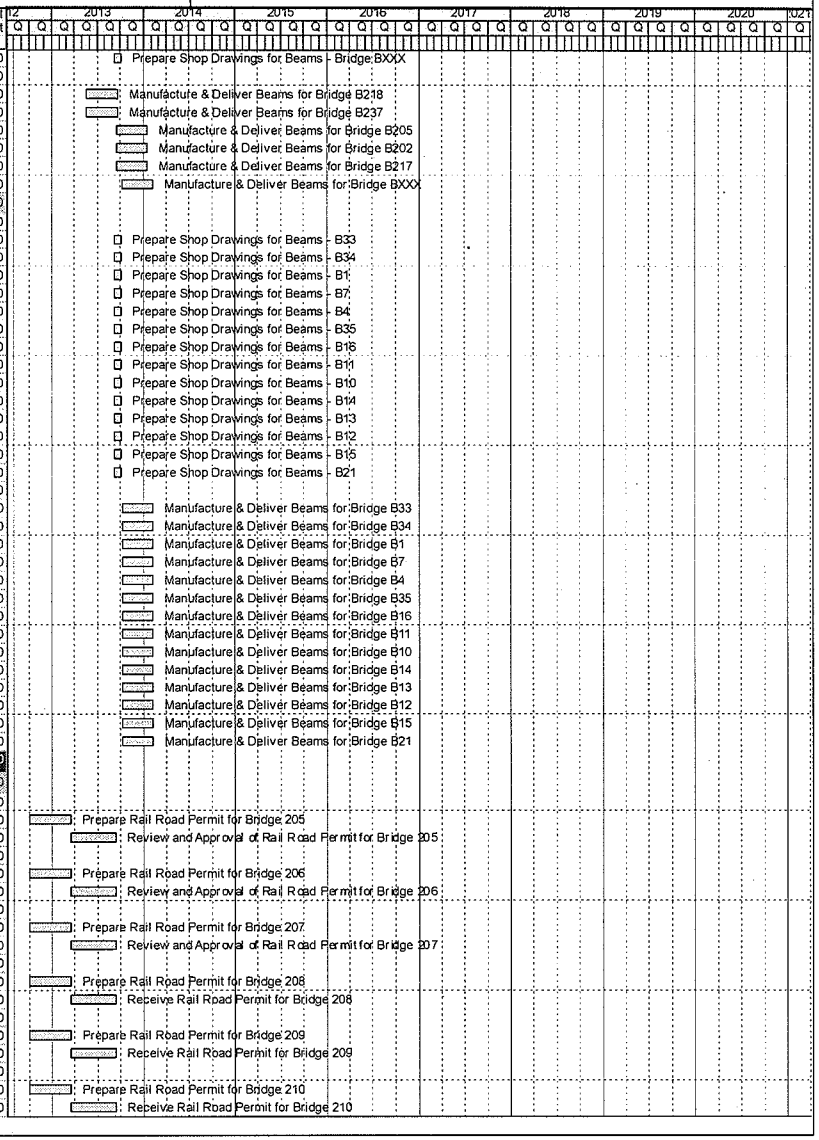
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
ICNBGPIMDS11000	Design Bridge - B2 - 35W NB GP over 820	130	11-Mar-13	06-Sep-13	235	$0
ICSBRPIMDS101000	Design Bridge - B20 - 35W SB - 820 WB GP DC	130	11-Mar-13	06-Sep-13	200	$0
ICSBRPIMDS111000	Design Bridge - B21 - 35W SB - 820 EB GP DC	130	11-Mar-13	06-Sep-13	108	$0
ICWBRPIMDS121000	Design Bridge - B22 - 820 WB - 35W NB GP DC	130	11-Mar-13	06-Sep-13	235	$0
ICEBRPIMDS131000	Design Bridge - B23 - 820 EB - 35W NB GP DC	130	11-Mar-13	06-Sep-13	189	$0
ICEBRPIMDS141000	Design Bridge - B24 - 820 EB - 35W SB GP DC	130	11-Mar-13	06-Sep-13	108	$0
ICWBRPIMDS151000	Design Bridge - B25 - 820 WB - 35W SB GP DC	130	11-Mar-13	06-Sep-13	180	$0
ICNBRPIMDS161000	Design Bridge - B26 - 35W NB - 820 EB GP DC	130	11-Mar-13	06-Sep-13	140	$0
ICWBRPIMDS211000	Design Bridge - B21 - 820 WB - 35W SB ML DC	130	11-Mar-13	06-Sep-13	246	$0
ICNBFRIMDS331000	Design Bridge - B23 - NB 35W FR over Little Fossil Creek	130	11-Mar-13	06-Sep-13	158	$0
ICNBRPIMDS351000	Design Bridge - B25 - 35W NB GP Exit Ramp to Melody Hills	130	11-Mar-13	06-Sep-13	252	$0
ICNSMLIMDS41000	Design Bridge - B4 - 35W ML over 820	130	11-Mar-13	06-Sep-13	222	$0
ICSBGPIMDS71000	Design Bridge - B7 - 35W SB GP over 820	130	11-Mar-13	06-Sep-13	241	$0
ICSBFRIMDS341000	Design Bridge - B24 - SB 35W FR over Little Fossil Creek	130	11-Mar-13	06-Sep-13	242	$0
ICSBGPIMDS32G1000	Design Bridge - B22GPL - 35W over Little Fossil Creek	130	08-Jul-13	03-Jan-14	499	$0
ICNSMLIMDS32M1000	Design Bridge - B22ML - 35W over Little Fossil Creek	130	08-Jul-13	03-Jan-14	515	$0
ICNBRPIMDS171000	Design Bridge - B27 - 35W NB - 820 WB GP DC	130	08-Jul-13	03-Jan-14	352	$0
ICWBRPIMDS181000	Design Bridge - B28 - 820 WB - 35W NB ML DC	130	08-Jul-13	03-Jan-14	343	$0
Retaining Wall Design		315	20-Oct-12	03-Jan-14	1080	$0
NTE3AIC-RW1010	Start Retaining Wall Design - Segment 3A	0	20-Oct-12		554	$0
IC1000	Start Retaining Wall Design - Interchange	0	09-Mar-13		444	$0
Retaining Wall Design - Segment 3A		300	22-Oct-12	13-Dec-13	1095	$0
3AXRDS28DSRW.N27	Retaining Wall RWN27	130	22-Oct-12	19-Apr-13	529	$0
3AXRDS18DSRW.07A	Retaining Wall RW07A	130	22-Oct-12	19-Apr-13	551	$0
3AXRDS18DSRW.08A	Retaining Wall RW08A	130	22-Oct-12	19-Apr-13	553	$0
3AXRDS18DSRW.08B	Retaining Wall RW08B	130	22-Oct-12	19-Apr-13	553	$0
3AXRDS18DSRW.20A	Retaining Wall RW20A	130	22-Oct-12	19-Apr-13	554	$0
3ANSMLDTDSRW.S15	Retaining Wall RWS15	130	22-Oct-12	19-Apr-13	486	$0
3AXRDS28DSRW.S28	Retaining Wall RWS28	130	22-Oct-12	19-Apr-13	525	$0
3AXRDS28DSRW.280S	Retaining Wall RW280S1	130	22-Oct-12	19-Apr-13	553	$0
3AXRDS28DSRW.280N	Retaining Wall RW280N1	130	22-Oct-12	19-Apr-13	553	$0
3AXRDS28DSRW.280N	Retaining Wall RW280N2	130	22-Oct-12	19-Apr-13	505	$0
3ASBRPMDDSRW.02B	Retaining Wall RW02B	130	18-Feb-13	16-Aug-13	481	$0
3ASBRPMDDSRW.02A	Retaining Wall RW02A	130	18-Feb-13	16-Aug-13	648	$0
3ANBFRDTDSRW.N32	Retaining Wall RWN32	130	18-Feb-13	16-Aug-13	550	$0
3ASBGPMDDSRW.S01	Retaining Wall RWS01A	130	18-Feb-13	16-Aug-13	608	$0
3ASBGPMDDSRW.S02	Retaining Wall RWS02	130	18-Feb-13	16-Aug-13	577	$0
3ADSRW.S02A1000	Retaining Wall RWS02A	130	18-Feb-13	16-Aug-13	474	$0
3AXRDSMIDSRW.10A	Retaining Wall RW10A	130	18-Feb-13	16-Aug-13	645	$0
3ASBRPMDDSRW.13A	Retaining Wall RW13A	130	18-Feb-13	16-Aug-13	653	$0
3AXRDS18DSRW.21A	Retaining Wall RW21A	130	18-Feb-13	16-Aug-13	648	$0
3AXRDS18DSRW.21B	Retaining Wall RW21B	130	18-Feb-13	16-Aug-13	645	$0
3ANBFRMDDSRW.N13	Retaining Wall RWN13	130	18-Feb-13	16-Aug-13	446	$0
3ANSMLDTDSRW.N15	Retaining Wall RWN15	130	18-Feb-13	16-Aug-13	560	$0
3ASBRPMDDSRW.S04	Retaining Wall RWS04	130	18-Feb-13	16-Aug-13	469	$0
3ASBRPMDDSRW.S07	Retaining Wall RWS07	130	18-Feb-13	16-Aug-13	395	$0
3ASBGPMDDSRW.S08	Retaining Wall RWS08	130	18-Feb-13	16-Aug-13	424	$0
3ASBRPMDDSRW.S10	Retaining Wall RWS10	130	18-Feb-13	16-Aug-13	625	$0
3ASBFRMDDSRW.S12	Retaining Wall RWS12	130	18-Feb-13	16-Aug-13	396	$0
3ASBRPMDDSRW.S13	Retaining Wall RWS13	130	18-Feb-13	16-Aug-13	637	$0
3ASBFRDTDSRW.S14	Retaining Wall RWS14	130	18-Feb-13	16-Aug-13	478	$0
3ASBFRDTDSRW.S16	Retaining Wall RWS16A	130	18-Feb-13	16-Aug-13	476	$0
3ASBRPDTDSRW.S17	Retaining Wall RWS17A	130	18-Feb-13	16-Aug-13	480	$0
3ASBFRDTDSRW.S20	Retaining Wall RWS20	130	18-Feb-13	16-Aug-13	438	$0
3ASBRPSIDSRW.S251	Retaining Wall RWS25	130	18-Feb-13	16-Aug-13	608	$0
3ASBRPSIDSRW.S271	Retaining Wall RWS27	130	18-Feb-13	16-Aug-13	648	$0
3ASBRPSIDSRW.S291	Retaining Wall RWS29	130	18-Feb-13	16-Aug-13	649	$0
3ASBGPSIDSRW.S301	Retaining Wall RWS30	130	18-Feb-13	16-Aug-13	655	$0
3ASBGPSIDSRW.S311	Retaining Wall RWS31	130	18-Feb-13	16-Aug-13	609	$0
3ASBFRMDDSRW.S32	Retaining Wall RWS32	130	18-Feb-13	16-Aug-13	470	$0



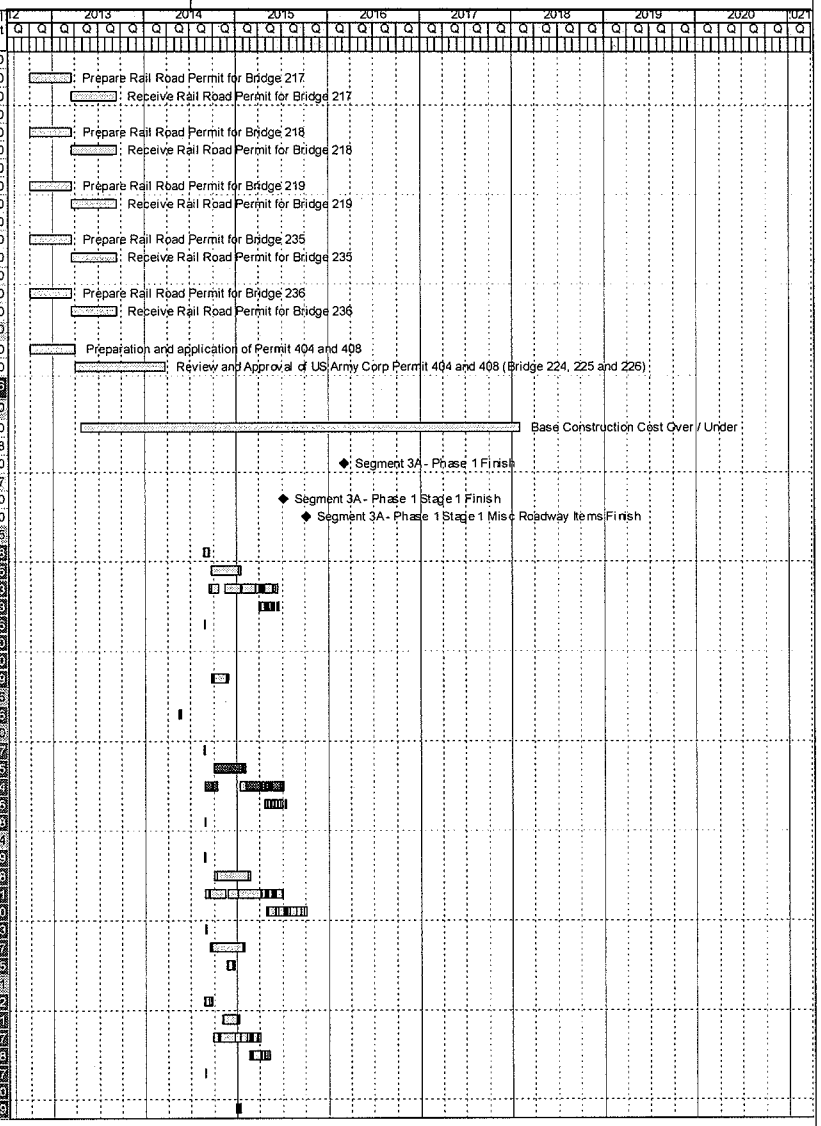
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3ASBRPDTDSRW.S18	Retaining Wall RWS18	130	18-Feb-13	16-Aug-13	472	$0
3ANSMLMDDSRW.03A	Retaining Wall RW03A	130	17-Jun-13	13-Dec-13	1095	$0
3ANBRPMDDSRW.04A	Retaining Wall RW04A	130	17-Jun-13	13-Dec-13	800	$0
3ANSMLMDDSRW.06A	Retaining Wall RW06A	130	17-Jun-13	13-Dec-13	1095	$0
3ANBGPDTDSRW.N20	Retaining Wall RWN20	130	17-Jun-13	13-Dec-13	729	$0
3ANBGPDTDSRW.N21	Retaining Wall RWN21	130	17-Jun-13	13-Dec-13	761	$0
3ANBGPSIDSRW.N23	Retaining Wall RWN23	130	17-Jun-13	13-Dec-13	775	$0
3ANBGPSIDSRW.N25	Retaining Wall RWN25	130	17-Jun-13	13-Dec-13	772	$0
3ANBGPSIDSRW.N26	Retaining Wall RWN26	130	17-Jun-13	13-Dec-13	770	$0
3ANBRPSIDSRW.N31	Retaining Wall RWN31	130	17-Jun-13	13-Dec-13	788	$0
3ANSMLMDDSRW.S03	Retaining Wall RWS03	130	17-Jun-13	13-Dec-13	984	$0
3ANSMLMDDSRW.09A	Retaining Wall RW09A	130	17-Jun-13	13-Dec-13	1091	$0
3ANSMLMDDSRW.11A	Retaining Wall RW11A	130	17-Jun-13	13-Dec-13	1093	$0
3ANBRPMDDSRW.13B	Retaining Wall RW13B	130	17-Jun-13	13-Dec-13	802	$0
3ANBGPMDDSRW.N01	Retaining Wall RWN01	130	17-Jun-13	13-Dec-13	748	$0
3ANBGPMDDSRW.N02	Retaining Wall RWN02	130	17-Jun-13	13-Dec-13	731	$0
3ANBRPMDDSRW.N02	Retaining Wall RWN02A	130	17-Jun-13	13-Dec-13	733	$0
3ANSMLMDDSRW.N03	Retaining Wall RWN03	130	17-Jun-13	13-Dec-13	984	$0
3ANBRPMDDSRW.N04	Retaining Wall RWN04	130	17-Jun-13	13-Dec-13	732	$0
3ANBGPMDDSRW.N05	Retaining Wall RWN05	130	17-Jun-13	13-Dec-13	804	$0
3ANSMLMDDSRW.N06	Retaining Wall RWN06	130	17-Jun-13	13-Dec-13	1066	$0
3ANBRPMDDSRW.N07	Retaining Wall RWN07	130	17-Jun-13	13-Dec-13	752	$0
3ANBGPMDDSRW.N08	Retaining Wall RWN08	130	17-Jun-13	13-Dec-13	633	$0
3ANSMLMDDSRW.N09	Retaining Wall RWN09	130	17-Jun-13	13-Dec-13	1004	$0
3ANBGPMDDSRW.N10	Retaining Wall RWN10	130	17-Jun-13	13-Dec-13	739	$0
3ANSMLMDDSRW.N11	Retaining Wall RWN11	130	17-Jun-13	13-Dec-13	1004	$0
3ANBRPMDDSRW.N12	Retaining Wall RWN12	130	17-Jun-13	13-Dec-13	791	$0
3ANSMLMDDSRW.S06	Retaining Wall RWS06	130	17-Jun-13	13-Dec-13	1066	$0
3ANSMLMDDSRW.S09	Retaining Wall RWS09	130	17-Jun-13	13-Dec-13	1005	$0
3ANSMLMDDSRW.S11	Retaining Wall RWS11	130	17-Jun-13	13-Dec-13	978	$0
Retaining Wall Design - Interchange		215	11-Mar-13	03-Jan-14	712	$0
ICSBRPIMDSRW.WB0	Retaining Wall WBRW04	130	11-Mar-13	06-Sep-13	351	$0
ICSBRPIMDSRW.WB0	Retaining Wall WBRW03	130	11-Mar-13	06-Sep-13	370	$0
ICSBRPIMDSRW.EB06	Retaining Wall EBRW06	130	11-Mar-13	06-Sep-13	375	$0
ICSBRPIMDSRW.EB05	Retaining Wall EBRW-05	130	11-Mar-13	06-Sep-13	376	$0
ICSBRPIMDSRW.EB02	Retaining Wall EBRW-02	130	11-Mar-13	06-Sep-13	342	$0
ICSBRPIMDSRW.EB01	Retaining Wall EBRW-01	130	11-Mar-13	06-Sep-13	364	$0
ICEBRPIMDSRW.EB12	Retaining Wall EBRW-12	130	11-Mar-13	06-Sep-13	341	$0
ICEBRPIMDSRW.EB11	Retaining Wall EBRW11	130	11-Mar-13	06-Sep-13	341	$0
ICWBRPIMDSRW.WB	Retaining Wall WBRW-09	130	11-Mar-13	06-Sep-13	320	$0
ICWBRPIMDSRW.WB	Retaining Wall WBRW 10	130	11-Mar-13	06-Sep-13	316	$0
ICNBRPIMDSRW.WB0	Retaining Wall WBR06	130	08-Jul-13	03-Jan-14	537	$0
ICNBRPIMDSRW.WB0	Retaining Wall WBR05	130	08-Jul-13	03-Jan-14	529	$0
ICNBRPIMDSRW.W04	Retaining Wall WBRW-04D	130	08-Jul-13	03-Jan-14	564	$0
ICNBRPIMDSRW.W04	Retaining Wall WBRW-04E	130	08-Jul-13	03-Jan-14	564	$0
ICSBRPIMDSRW.EB03	Retaining Wall EBRW-03	130	08-Jul-13	03-Jan-14	655	$0
ICSBRPIMDSRW.EB04	Retaining Wall EBRW-04	130	08-Jul-13	03-Jan-14	618	$0
ICNBRPIMDSRW.EB09	Retaining Wall EBRW-09	130	08-Jul-13	03-Jan-14	711	$0
ICNBRPIMDSRW.EB10	Retaining Wall EBRW-10	130	08-Jul-13	03-Jan-14	712	$0
ICNBRPIMDSRW.W01	Retaining Wall WBRW-01A	130	08-Jul-13	03-Jan-14	517	$0
ICWBRPIMDSRW.WB0	Retaining Wall WBRW 02	130	08-Jul-13	03-Jan-14	520	$0
ICWBRPIMDSRW.WB0	Retaining Wall WBRW 01	130	08-Jul-13	03-Jan-14	504	$0
Procurement		210	22-Apr-13	07-Feb-14	276	$0
Segment 3A		210	22-Apr-13	07-Feb-14	276	$0
Shop Drawings		120	22-Apr-13	04-Oct-13	276	$0
3APCSDB218-1100	Prepare Shop Drawings for Beams - Bridge B218	20	22-Apr-13	17-May-13	305	$0
3APCSDB237-1110	Prepare Shop Drawings for Beams - Bridge B237	20	22-Apr-13	17-May-13	304	$0
3APCSDB205-1070	Prepare Shop Drawings for Beams - Bridge B205	20	19-Aug-13	13-Sep-13	265	$0
3APCSDB202-1080	Prepare Shop Drawings for Beams - Bridge B202	20	19-Aug-13	13-Sep-13	291	$0
3APCSDB217-1120	Prepare Shop Drawings for Beams - Bridge B217	20	19-Aug-13	13-Sep-13	252	$0



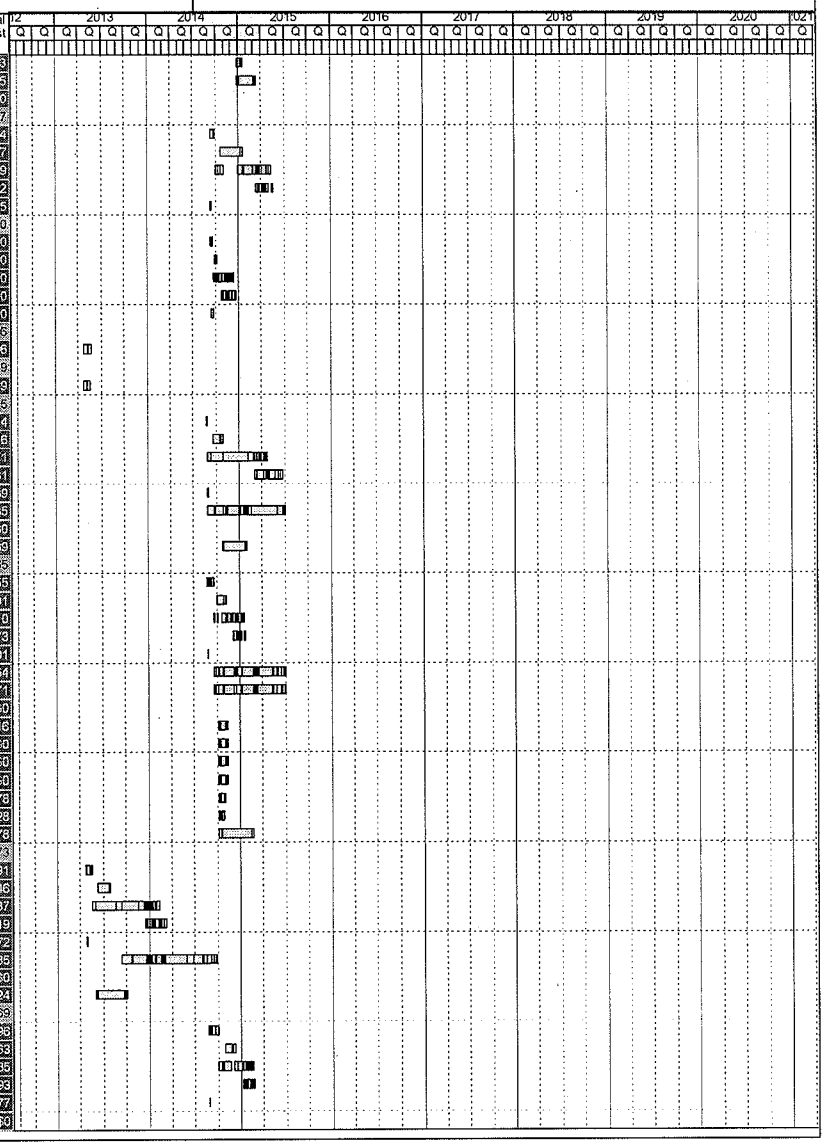
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
3APCSDBXXX-1090	Prepare Shop Drawings for Beams - Bridge BXXX	20	09-Sep-13	04-Oct-13	276	$0
Manufacture & Deliver		190	20-May-13	07-Feb-14	276	$0
3APCMDB218-1030	Manufacture & Deliver Beams for Bridge B218	90	20-May-13	20-Sep-13	305	$0
3APCMDB237-1040	Manufacture & Deliver Beams for Bridge B237	90	20-May-13	20-Sep-13	304	$0
3APCMDB205-1000	Manufacture & Deliver Beams for Bridge B205	90	16-Sep-13	17-Jan-14	265	$0
3APCMDB202-1010	Manufacture & Deliver Beams for Bridge B202	90	16-Sep-13	17-Jan-14	291	$0
3APCMDB217-1050	Manufacture & Deliver Beams for Bridge B217	90	16-Sep-13	17-Jan-14	252	$0
3APCMDBXXX-1020	Manufacture & Deliver Beams for Bridge BXXX	90	07-Oct-13	07-Feb-14	276	$0
Interchange		110	09-Sep-13	07-Feb-14	252	$0
Shop Drawings		20	09-Sep-13	04-Oct-13	252	$0
ICPCSDB33-1070	Prepare Shop Drawings for Beams - B33	20	09-Sep-13	04-Oct-13	158	$0
ICPCSDB34-1080	Prepare Shop Drawings for Beams - B34	20	09-Sep-13	04-Oct-13	242	$0
ICPCSDB1-1090	Prepare Shop Drawings for Beams - B1	20	09-Sep-13	04-Oct-13	235	$0
ICPCSDB7-1100	Prepare Shop Drawings for Beams - B7	20	09-Sep-13	04-Oct-13	241	$0
ICPCSDB4-1110	Prepare Shop Drawings for Beams - B4	20	09-Sep-13	04-Oct-13	222	$0
ICPCSDB35-1120	Prepare Shop Drawings for Beams - B35	20	09-Sep-13	04-Oct-13	252	$0
ICPCSDB16-1130	Prepare Shop Drawings for Beams - B16	20	09-Sep-13	04-Oct-13	165	$0
ICPCSDB11-1140	Prepare Shop Drawings for Beams - B11	20	09-Sep-13	04-Oct-13	188	$0
ICPCSDB10-1150	Prepare Shop Drawings for Beams - B10	20	09-Sep-13	04-Oct-13	200	$0
ICPCSDB14-1160	Prepare Shop Drawings for Beams - B14	20	09-Sep-13	04-Oct-13	125	$0
ICPCSDB13-1170	Prepare Shop Drawings for Beams - B13	20	09-Sep-13	04-Oct-13	189	$0
ICPCSDB12-1180	Prepare Shop Drawings for Beams - B12	20	09-Sep-13	04-Oct-13	235	$0
ICPCSDB15-1190	Prepare Shop Drawings for Beams - B15	20	09-Sep-13	04-Oct-13	194	$0
ICPCSDB21-1200	Prepare Shop Drawings for Beams - B21	20	09-Sep-13	04-Oct-13	246	$0
Manufacture & Deliver		90	07-Oct-13	07-Feb-14	252	$0
ICPCMDB33-1210	Manufacture & Deliver Beams for Bridge B33	90	07-Oct-13	07-Feb-14	156	$0
ICPCMDB34-1220	Manufacture & Deliver Beams for Bridge B34	90	07-Oct-13	07-Feb-14	242	$0
ICPCMDB1-1230	Manufacture & Deliver Beams for Bridge B1	90	07-Oct-13	07-Feb-14	235	$0
ICPCMDB7-1240	Manufacture & Deliver Beams for Bridge B7	90	07-Oct-13	07-Feb-14	241	$0
ICPCMDB4-1250	Manufacture & Deliver Beams for Bridge B4	90	07-Oct-13	07-Feb-14	222	$0
ICPCMDB35-1260	Manufacture & Deliver Beams for Bridge B35	90	07-Oct-13	07-Feb-14	252	$0
ICPCMDB16-1270	Manufacture & Deliver Beams for Bridge B16	90	07-Oct-13	07-Feb-14	165	$0
ICPCMDB11-1280	Manufacture & Deliver Beams for Bridge B11	90	07-Oct-13	07-Feb-14	188	$0
ICPCMDB10-1290	Manufacture & Deliver Beams for Bridge B10	90	07-Oct-13	07-Feb-14	200	$0
ICPCMDB14-1300	Manufacture & Deliver Beams for Bridge B14	90	07-Oct-13	07-Feb-14	125	$0
ICPCMDB13-1310	Manufacture & Deliver Beams for Bridge B13	90	07-Oct-13	07-Feb-14	189	$0
ICPCMDB12-1320	Manufacture & Deliver Beams for Bridge B12	90	07-Oct-13	07-Feb-14	235	$0
ICPCMDB15-1330	Manufacture & Deliver Beams for Bridge B15	90	07-Oct-13	07-Feb-14	194	$0
ICPCMDB21-1340	Manufacture & Deliver Beams for Bridge B21	90	07-Oct-13	07-Feb-14	246	$0
Permits		386	01-Oct-12	24-Mar-14	893	$0
Rail Road Permit		248	01-Oct-12	11-Sep-13	1031	$0
Rail Road Permit for Brige 205		248	01-Oct-12	11-Sep-13	256	$0
3ASBGPMD2051000	Prepare Rail Road Permit for Bridge 205	120	01-Oct-12	15-Mar-13	255	$0
3ASBGPMD2051010	Review and Approval of Rail Road Permit for Bridge 205	180	16-Mar-13	11-Sep-13	358	$0
Rail Road Permit for Brige 206		248	01-Oct-12	11-Sep-13	948	$0
3ANSMLMD2061000	Prepare Rail Road Permit for Bridge 206	120	01-Oct-12	15-Mar-13	948	$0
3ANSMLMD2061010	Review and Approval of Rail Road Permit for Bridge 206	180	16-Mar-13	11-Sep-13	1328	$0
Rail Road Permit for Brige 207		248	01-Oct-12	11-Sep-13	654	$0
3ANBGPMD2071000	Prepare Rail Road Permit for Bridge 207	120	01-Oct-12	15-Mar-13	654	$0
3ANBGPMD2071010	Review and Approval of Rail Road Permit for Bridge 207	180	16-Mar-13	11-Sep-13	916	$0
Rail Road Permit for Brige 208		248	01-Oct-12	11-Sep-13	533	$0
3ASBGPMD2081000	Prepare Rail Road Permit for Bridge 208	120	01-Oct-12	15-Mar-13	533	$0
3ASBGPMD2081010	Receive Rail Road Permit for Bridge 208	180	16-Mar-13	11-Sep-13	747	$0
Rail Road Permit for Brige 209		248	01-Oct-12	11-Sep-13	1031	$0
3ANSMLMD2091000	Prepare Rail Road Permit for Bridge 209	120	01-Oct-12	15-Mar-13	1030	$0
3ANSMLMD2091010	Receive Rail Road Permit for Bridge 209	180	16-Mar-13	11-Sep-13	1443	$0
Rail Road Permit for Brige 210		248	01-Oct-12	11-Sep-13	684	$0
3ANBGPMD2101000	Prepare Rail Road Permit for Bridge 210	120	01-Oct-12	15-Mar-13	684	$0
3ANBGPMD2101010	Receive Rail Road Permit for Bridge 210	180	16-Mar-13	11-Sep-13	958	$0



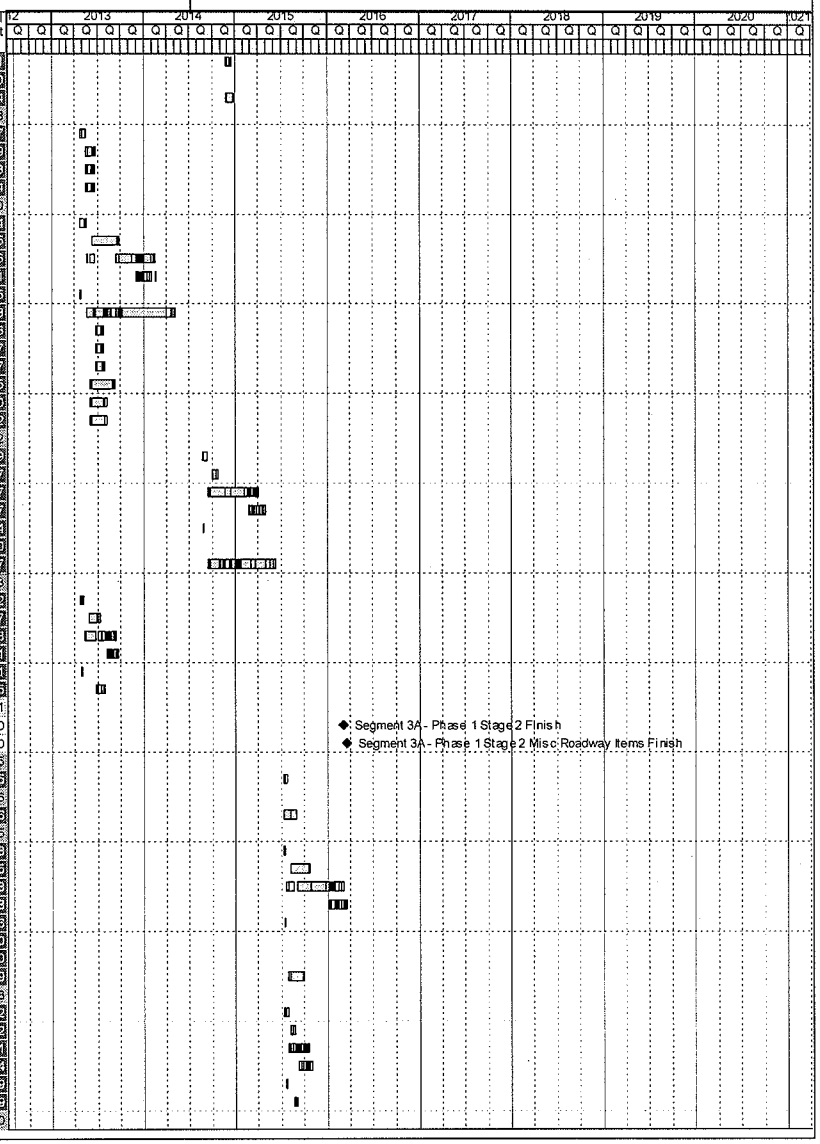
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Rail Road Permit for Brige 217		248	01-Oct-12	11-Sep-13	266	$0
3ASBGPDT2171000	Prepare Rail Road Permit for Bridge 217	120	01-Oct-12	15-Mar-13	265	$0
3ASBGPDT2171010	Receive Rail Road Permit for Bridge 217	180	16-Mar-13	11-Sep-13	372	$0
Rail Road Permit for Brige 218		248	01-Oct-12	11-Sep-13	207	$0
3ANSMLDT2181000	Prepare Rail Road Permit for Bridge 218	120	01-Oct-12	15-Mar-13	207	$0
3ANSMLDT2181010	Receive Rail Road Permit for Bridge 218	180	16-Mar-13	11-Sep-13	291	$0
Rail Road Permit for Brige 219		248	01-Oct-12	11-Sep-13	659	$0
3ANBGPDT2191000	Prepare Rail Road Permit for Bridge 219	120	01-Oct-12	15-Mar-13	659	$0
3ANBGPDT2191010	Receive Rail Road Permit for Bridge 219	180	16-Mar-13	11-Sep-13	923	$0
Rail Road Permit for Brige 235		248	01-Oct-12	11-Sep-13	747	$0
3ANBGPSI2351000	Prepare Rail Road Permit for Bridge 235	120	01-Oct-12	15-Mar-13	747	$0
3ANBGPSI2351010	Receive Rail Road Permit for Bridge 235	180	16-Mar-13	11-Sep-13	1047	$0
Rail Road Permit for Brige 236		248	01-Oct-12	11-Sep-13	507	$0
3ASBGPSI2361000	Prepare Rail Road Permit for Bridge 236	120	01-Oct-12	15-Mar-13	507	$0
3ASBGPSI2361010	Receive Rail Road Permit for Bridge 236	180	16-Mar-13	11-Sep-13	711	$0
US Army Corp Permit		540	01-Oct-12	24-Mar-14	463	$0
3ANBGPDT2241000	Preparation and application of Permit 404 and 408	180	01-Oct-12	29-Mar-13	463	$0
3ANBGPDT2241010	Review and Approval of US Army Corp Permit 404 and 408 (Bridge 224, 225 and 226)	360	30-Mar-13	24-Mar-14	463	$0
Construction		1248	20-Apr-13	31-Jan-18	37	$892,775,686
Segment 3A Construction		1248	20-Apr-13	31-Jan-18	37	$595,392,400
A132900	Base Construction Cost Over / Under	1248	22-Apr-13	31-Jan-18	37	$0
Phase 1		760	20-Apr-13	18-Mar-16	525	$170,844,858
3AMSMS11005	Segment 3A- Phase 1 Finish	0		03-Mar-16	4	$0
Stage 1		640	20-Apr-13	02-Oct-15	645	$137,910,617
3AMSMS111000	Segment 3A- Phase 1 Stage 1 Finish	0		08-Jul-15	4	$0
3AMSMS11000	Segment 3A- Phase 1 Stage 1 Misc Roadway Items Finish	0		02-Oct-15	905	$0
NBFR - Mecham to Dewey		215	22-Aug-14	18-Jun-15	721	$7,684,785
TCP & Temp Work		211	22-Aug-14	12-Jun-15	20	$172,818
Drainage		63	24-Sep-14	19-Jan-15	16	$868,095
Roadworks		142	16-Sep-14	12-Jun-15	16	$5,195,473
ITS / Signs / Stripes / Electrical / MISC.		58	31-Mar-15	18-Jun-15	721	$482,249
Noise Wall		2	26-Aug-14	27-Aug-14	227	$24,348
Retaining Wall RWN13-M1		0			0	$0
Retaining Wall RWN13-M2		0			0	$0
Retaining Wall RWN13-S		40	24-Sep-14	01-Dec-14	131	$940,809
NBFR - Dewey to S. of Trinity River		8	14-May-14	23-May-14	295	$195,286
TCP & Temp Work		8	14-May-14	23-May-14	295	$195,286
NBFR - S. of Trinity River to IH-30		236	22-Aug-14	17-Jul-15	700	$7,327,190
TCP & Temp Work		229	22-Aug-14	08-Jul-15	2	$270,747
Drainage		65	03-Oct-14	03-Feb-15	1	$979,735
Roadworks		166	29-Aug-14	08-Jul-15	1	$5,399,104
ITS / Signs / Stripes / Electrical / MISC.		62	23-Apr-15	17-Jul-15	700	$650,146
Noise Wall		2	27-Aug-14	28-Aug-14	226	$27,458
SBFR - Meacham to Dewey		291	22-Aug-14	02-Oct-15	645	$21,511,564
TCP & Temp Work		225	22-Aug-14	02-Jul-15	6	$818,349
Drainage		76	02-Oct-14	20-Feb-15	4	$2,077,698
Roadworks		163	29-Aug-14	02-Jul-15	4	$12,007,811
ITS / Signs / Stripes / Electrical / MISC.		116	24-Apr-15	02-Oct-15	645	$2,036,560
Noise Wall		3	29-Aug-14	02-Sep-14	223	$58,273
Retaining Wall RWS12		81	16-Sep-14	30-Jan-15	95	$4,158,187
Retaining Wall RWS32		20	19-Nov-14	23-Dec-14	116	$354,705
SBFR - Dewey to S. of Trinity River		185	22-Aug-14	07-May-15	751	$6,029,851
TCP & Temp Work		159	22-Aug-14	01-Apr-15	72	$498,082
Drainage		38	03-Nov-14	08-Jan-15	51	$431,611
Roadworks		101	26-Sep-14	01-Apr-15	51	$2,749,707
ITS / Signs / Stripes / Electrical / MISC.		58	17-Feb-15	07-May-15	751	$889,978
Noise Wall		2	26-Aug-14	27-Aug-14	227	$12,097
Retaining Wall RWS13B		0			0	$0
Retaining Wall RWS14		14	24-Dec-14	14-Jan-15	104	$106,409



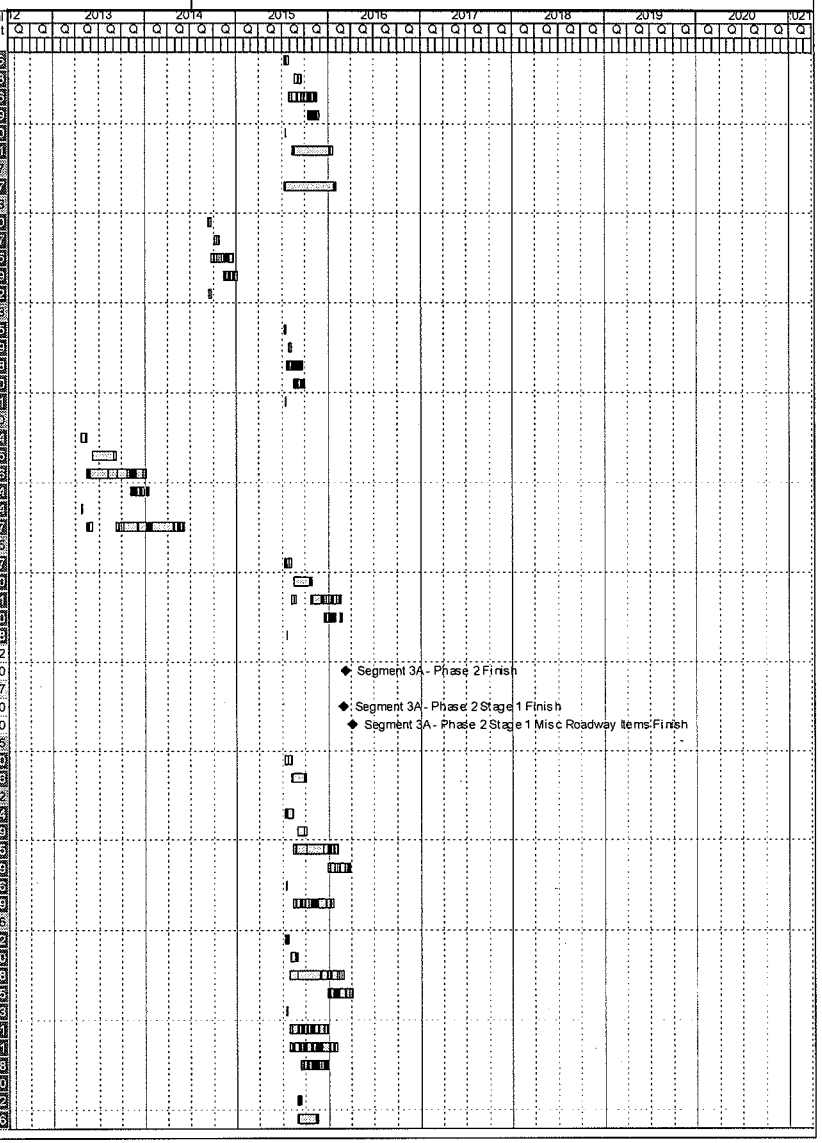
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Retaining Wall RWS16A	15	24-Dec-14	16-Jan-15	109	$216,013
	Retaining Wall RWS20	47	24-Dec-14	11-Mar-15	71	$1,123,955
	Retaining Wall RWS38	0			0	$0
	SBFR - S. of Trinity River to IH-30	182	06-Sep-14	19-May-15	743	$4,624,007
	TCP & Temp Work	176	06-Sep-14	11-May-15	44	$108,874
	Drainage	48	20-Oct-14	19-Jan-15	32	$632,987
	Roadworks	118	30-Sep-14	11-May-15	32	$3,479,119
	ITS / Signs / Stripes / Electrical / MISC.	48	13-Mar-15	19-May-15	743	$387,282
	Noise Wall	2	11-Sep-14	12-Sep-14	215	$17,745
	NBGP - Dewey to S. of Trinity River	76	06-Sep-14	22-Dec-14	849	$0
	TCP & Temp Work	70	06-Sep-14	12-Dec-14	150	$0
	Drainage	8	29-Sep-14	08-Oct-14	109	$0
	Roadworks	46	22-Sep-14	12-Dec-14	109	$0
	ITS / Signs / Stripes / Electrical / MISC.	42	24-Oct-14	22-Dec-14	849	$0
	Noise Wall	5	16-Sep-14	22-Sep-14	209	$0
	NBRP - Meacham to Dewey	23	20-Apr-13	22-May-13	557	$639,616
	TCP & Temp Work	23	20-Apr-13	22-May-13	557	$639,616
	NBRP - Dewey to S. of Trinity River	21	20-Apr-13	20-May-13	559	$597,669
	TCP & Temp Work	21	20-Apr-13	20-May-13	559	$597,669
	SBGP - Meacham to Dewey	225	22-Aug-14	02-Jul-15	711	$13,671,275
	TCP & Temp Work	225	22-Aug-14	02-Jul-15	6	$393,814
	Drainage	24	18-Sep-14	28-Oct-14	39	$528,046
	Roadworks	128	29-Aug-14	23-Apr-15	39	$5,141,971
	ITS / Signs / Stripes / Electrical / MISC.	81	02-Mar-15	22-Jun-15	719	$1,021,431
	Noise Wall	3	28-Aug-14	01-Sep-14	224	$42,539
	B205 - SB 35W GP over FWWR	220	29-Aug-14	02-Jul-15	6	$4,879,185
	Retaining Wall RWS05	0			0	$0
	Retaining Wall RWS08	58	24-Oct-14	30-Jan-15	95	$1,663,289
	SBRP - Meacham to Dewey	224	22-Aug-14	01-Jul-15	712	$17,021,965
	TCP & Temp Work	224	22-Aug-14	01-Jul-15	7	$428,955
	Drainage	24	30-Sep-14	07-Nov-14	91	$428,691
	Roadworks	65	19-Sep-14	16-Jan-15	91	$2,554,210
	ITS / Signs / Stripes / Electrical / MISC.	38	05-Dec-14	23-Jan-15	825	$243,273
	Noise Wall	2	26-Aug-14	27-Aug-14	227	$8,201
	B202 - SB 35W GP Ramp to SB 35W ML	204	19-Sep-14	01-Jul-15	7	$8,376,364
	B-XXX - FR to GPL Entrance (TBD)	203	19-Sep-14	30-Jun-15	8	$1,993,571
	Retaining Wall RWS33	0			0	$0
	Retaining Wall RWS04	21	08-Oct-14	11-Nov-14	141	$418,316
	Retaining Wall RWS05	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWMB01	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWMB02	21	08-Oct-14	11-Nov-14	141	$0
	Retaining Wall RWS02A	17	08-Oct-14	04-Nov-14	145	$318,678
	Retaining Wall RW028	11	08-Oct-14	27-Oct-14	151	$42,628
	Retaining Wall RWS07	82	08-Oct-14	24-Feb-15	80	$2,209,078
	NSML - Dewey to S. of Trinity River	375	20-Apr-13	26-Sep-14	910	$21,917,973
	TCP & Temp Work	375	20-Apr-13	26-Sep-14	205	$304,591
	Drainage	30	11-Jun-13	31-Jul-13	299	$597,246
	Roadworks	146	20-May-13	10-Feb-14	275	$5,194,037
	ITS / Signs / Stripes / Electrical / MISC.	62	13-Dec-13	10-Mar-14	1054	$740,619
	Noise Wall	2	26-Apr-13	29-Apr-13	574	$33,572
	B218 - 35W ML over UPRR	271	13-Sep-13	26-Sep-14	205	$12,783,485
	Retaining Wall RWN15A-S	0			0	$0
	Retaining Wall RWS15-S	77	31-May-13	02-Oct-13	382	$2,024,424
	SBRP - Dewey to S. of Trinity River	133	22-Aug-14	24-Feb-15	803	$2,673,569
	TCP & Temp Work	130	22-Aug-14	19-Feb-15	101	$728,595
	Drainage	20	31-Oct-14	09-Dec-14	73	$223,463
	Roadworks	75	02-Oct-14	19-Feb-15	73	$1,116,785
	ITS / Signs / Stripes / Electrical / MISC.	34	08-Jan-15	24-Feb-15	803	$91,293
	Noise Wall	2	26-Aug-14	27-Aug-14	227	$6,477
	Retaining Wall RWS16	0			0	$0



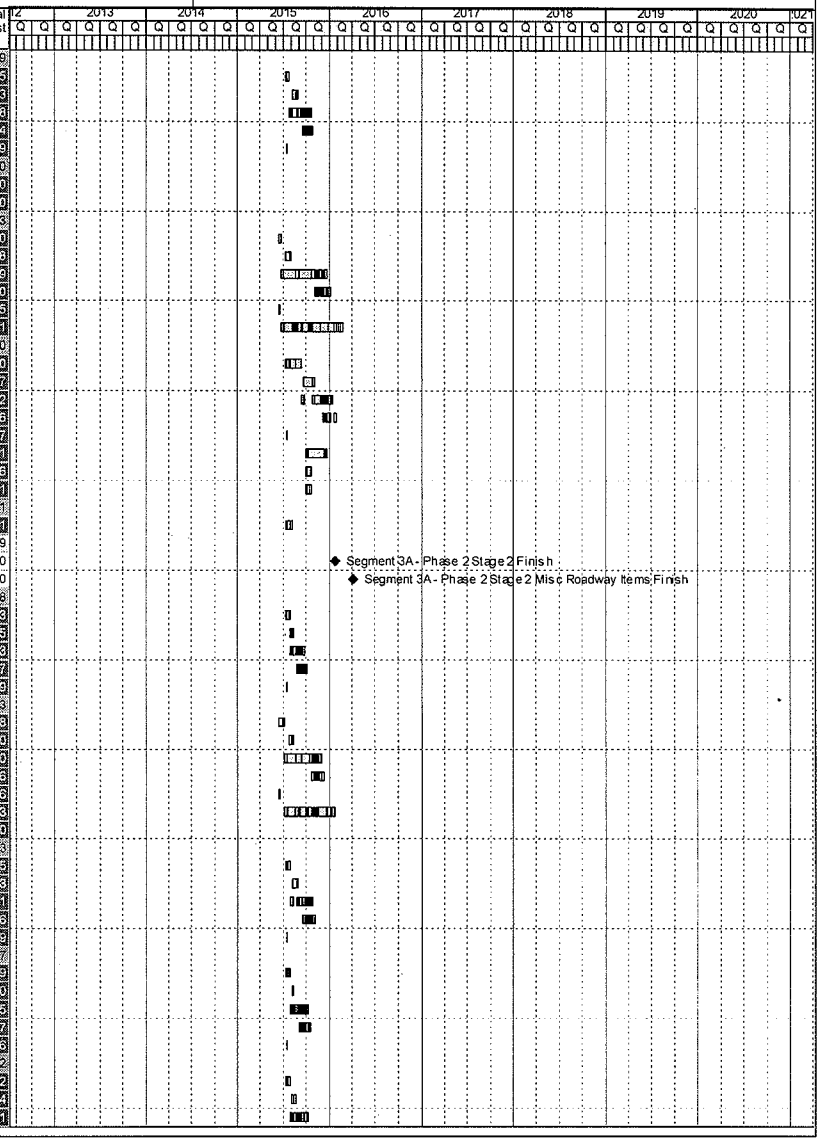
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Retaining Wall RWS17A	12	24-Nov-14	15-Dec-14	123	$145,801
	Retaining Wall RW17B	0			0	$0
	Retaining Wall RWS18	19	24-Nov-14	26-Dec-14	116	$361,054
	XRDS - SH 183/NE 28th St.	47	20-Apr-13	25-Jun-13	533	$1,958,033
	TCP & Temp Work	47	20-Apr-13	25-Jun-13	533	$441,157
	Retaining Wall RW07A	24	16-May-13	25-Jun-13	444	$405,799
	Retaining Wall RW08A-S	22	16-May-13	21-Jun-13	446	$249,493
	Retaining Wall RW08B-S	22	16-May-13	21-Jun-13	446	$261,584
	XRDS - Spur 280	275	20-Apr-13	09-May-14	1010	$17,514,240
	TCP & Temp Work	275	20-Apr-13	09-May-14	305	$135,374
	Drainage	63	11-Jun-13	28-Sep-13	272	$865,615
	Roadworks	149	20-May-13	14-Feb-14	272	$2,463,096
	ITS / Signs / Stripes / Electrical / MISC.	59	03-Dec-13	21-Feb-14	1065	$471,331
	Noise Wall	2	24-Apr-13	25-Apr-13	576	$24,265
	B237 - Spur 280 over 35W	255	20-May-13	09-May-14	305	$8,802,733
	Retaining Wall RW280S1	22	24-Jun-13	26-Jul-13	424	$448,436
	Retaining Wall RW280N1	22	24-Jun-13	26-Jul-13	424	$447,477
	Retaining Wall RW280N2-M	24	24-Jun-13	30-Jul-13	422	$484,737
	Retaining Wall RW280N2-S	62	31-May-13	09-Sep-13	397	$1,581,925
	Retaining Wall RWN27	42	31-May-13	06-Aug-13	417	$835,200
	Retaining Wall RWS28	45	31-May-13	09-Aug-13	414	$954,052
	SBGP - Dewey to S. of Trinity River	210	22-Aug-14	11-Jun-15	726	$13,399,042
	TCP & Temp Work	210	22-Aug-14	11-Jun-15	5	$220,609
	Drainage	16	30-Sep-14	24-Oct-14	61	$296,607
	Roadworks	110	12-Sep-14	02-Apr-15	37	$3,475,827
	ITS / Signs / Stripes / Electrical / MISC.	50	20-Feb-15	30-Apr-15	755	$592,687
	Noise Wall	2	26-Aug-14	27-Aug-14	211	$23,864
	Retaining Wall RWS21	0			0	$0
	B217 - SB 35W GP over UPRR	195	12-Sep-14	11-Jun-15	5	$8,789,447
	XRDS - Yucca Av./Northside Dr.	110	20-Apr-13	20-Sep-13	1175	$2,044,533
	TCP & Temp Work	105	20-Apr-13	13-Sep-13	475	$135,392
	Drainage	23	28-May-13	09-Jul-13	355	$269,007
	Roadworks	72	08-May-13	13-Sep-13	355	$1,155,908
	ITS / Signs / Stripes / Electrical / MISC.	33	07-Aug-13	20-Sep-13	1175	$97,361
	Noise Wall	4	26-Apr-13	01-May-13	572	$7,541
	Retaining Wall RW20A	26	25-Jun-13	30-Jul-13	508	$379,326
Stage 2		760	20-Apr-13	18-Mar-16	525	$32,934,241
3AMSMS121000	Segment 3A- Phase 1 Stage 2 Finish	0		03-Mar-16	4	$0
3AMS21000	Segment 3A- Phase 1 Stage 2 Misc Roadway Items Finish	0		18-Mar-16	737	$0
	SBGP - S. of Trinity River to IH-30	10	09-Jul-15	22-Jul-15	163	$277,725
	TCP & Temp Work	10	09-Jul-15	22-Jul-15	163	$277,725
	NBGP - S. of Trinity River to IH-30	38	09-Jul-15	31-Aug-15	135	$1,246,646
	TCP & Temp Work	38	09-Jul-15	31-Aug-15	135	$1,246,646
	NBFR - Meacham to Dewey	182	09-Jul-15	18-Mar-16	525	$7,684,785
	TCP & Temp Work	171	09-Jul-15	03-Mar-16	2	$172,818
	Drainage	45	05-Aug-15	23-Oct-15	2	$868,095
	Roadworks	123	20-Jul-15	03-Mar-16	2	$5,196,473
	ITS / Signs / Stripes / Electrical / MISC.	53	06-Jan-16	18-Mar-16	525	$482,243
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$24,348
	Retaining Wall RWN13-M1	0			0	$0
	Retaining Wall RWN13-M2	0			0	$0
	Retaining Wall RWN13-S	40	28-Jul-15	29-Sep-15	92	$940,809
	SBFR - Dewey to S. of Trinity River	81	09-Jul-15	29-Oct-15	626	$911,258
	TCP & Temp Work	71	09-Jul-15	15-Oct-15	102	$22,362
	Drainage	11	06-Aug-15	24-Aug-15	75	$86,322
	Roadworks	45	28-Jul-15	15-Oct-15	75	$549,941
	ITS / Signs / Stripes / Electrical / MISC.	38	08-Sep-15	29-Oct-15	626	$143,604
	Noise Wall	5	20-Jul-15	24-Jul-15	161	$2,419
	Retaining Wall RWS14	13	18-Aug-15	04-Sep-15	105	$106,409
	NBFR - Dewey to S. of Trinity River	140	09-Jul-15	20-Jan-16	567	$5,552,590



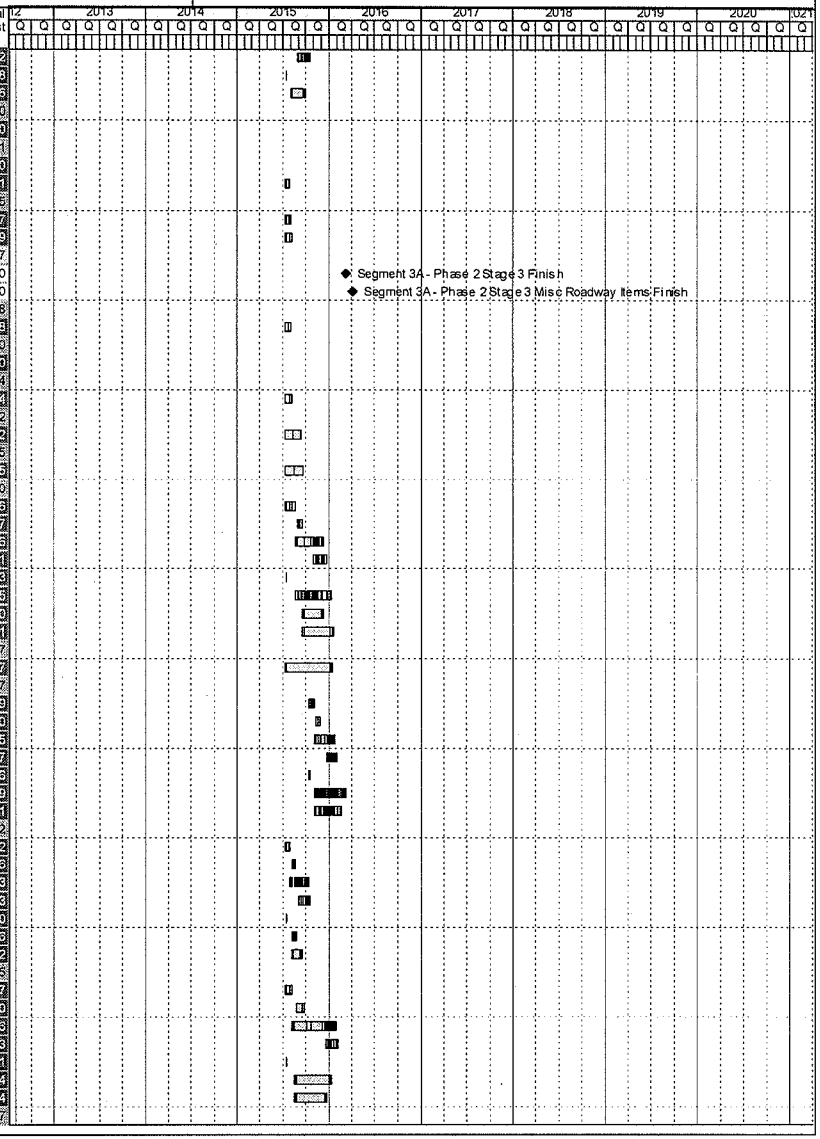
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
TCP & Temp Work		140	09-Jul-15	20-Jan-16	33	$60,166
Drainage		16	19-Aug-15	16-Sep-15	57	$162,498
Roadworks		62	23-Jul-15	18-Nov-15	57	$1,173,376
ITS / Signs / Stripes / Electrical / MISC.		32	13-Oct-15	25-Nov-15	607	$54,509
Noise Wall		2	15-Jul-15	16-Jul-15	167	$4,560
Retaining Wall RWN32		94	11-Aug-15	20-Jan-16	29	$4,097,481
SBFR - Meacham to Dewey		148	09-Jul-15	01-Feb-16	25	$4,158,187
Retaining Wall RWS12		148	09-Jul-15	01-Feb-16	25	$4,158,187
SBFR - S. of Trinity River to IH-30		85	06-Sep-14	02-Jan-15	840	$1,198,193
TCP & Temp Work		76	06-Sep-14	22-Dec-14	148	$28,500
Drainage		10	06-Oct-14	22-Oct-14	107	$168,797
Roadworks		50	23-Sep-14	22-Dec-14	107	$927,765
ITS / Signs / Stripes / Electrical / MISC.		39	11-Nov-14	02-Jan-15	840	$68,399
Noise Wall		5	16-Sep-14	22-Sep-14	213	$4,732
NBRP - Meacham to Dewey		58	09-Jul-15	28-Sep-15	649	$244,273
TCP & Temp Work		54	09-Jul-15	22-Sep-15	119	$9,025
Drainage		9	27-Jul-15	07-Aug-15	88	$45,909
Roadworks		37	20-Jul-15	22-Sep-15	88	$170,576
ITS / Signs / Stripes / Electrical / MISC.		31	17-Aug-15	28-Sep-15	649	$17,430
Noise Wall		2	14-Jul-15	15-Jul-15	168	$1,331
XRDS - SH 183/NE 28th St		295	20-Apr-13	06-Jun-14	990	$8,470,810
TCP & Temp Work		295	20-Apr-13	06-Jun-14	456	$135,374
Drainage		55	07-Jun-13	09-Sep-13	421	$747,965
Roadworks		131	16-May-13	08-Jan-14	421	$3,197,426
ITS / Signs / Stripes / Electrical / MISC.		52	04-Nov-13	14-Jan-14	1093	$404,974
Noise Wall		2	24-Apr-13	25-Apr-13	747	$20,944
B214 - SH 183/NE 28th Street over 35W		277	16-May-13	06-Jun-14	456	$3,964,127
XRDS - Yucca Av./Northside Dr.		164	09-Jul-15	23-Feb-16	543	$3,189,775
TCP & Temp Work		161	09-Jul-15	18-Feb-16	12	$89,347
Drainage		40	17-Aug-15	28-Oct-15	10	$522,190
Roadworks		103	07-Aug-15	18-Feb-16	10	$2,243,821
ITS / Signs / Stripes / Electrical / MISC.		52	14-Dec-15	23-Feb-16	543	$319,780
Noise Wall		2	20-Jul-15	21-Jul-15	164	$14,638
Phase 2		214	12-Jun-15	06-Apr-16	512	$81,182,862
3AMSMS21000	Segment 3A- Phase 2 Finish	0		07-Mar-16	0	$0
Stage 1		214	12-Jun-15	06-Apr-16	512	$40,554,527
3AMSMS211000	Segment 3A- Phase 2 Stage 1 Finish	0		29-Feb-16	7	$0
3AMS1003	Segment 3A- Phase 2 Stage 1 Misc Roadway Items Finish	0		06-Apr-16	718	$0
SBRP - Meacham to Dewey		62	09-Jul-15	02-Oct-15	111	$1,500,285
TCP & Temp Work		62	09-Jul-15	02-Oct-15	111	$608,730
Retaining Wall RWS10		35	06-Aug-15	02-Oct-15	91	$891,556
SBGP - Meacham to Dewey		188	09-Jul-15	28-Mar-16	519	$8,604,152
TCP & Temp Work		153	09-Jul-15	08-Feb-16	20	$1,478,704
Drainage		18	28-Aug-15	02-Oct-15	15	$363,719
Roadworks		95	13-Aug-15	08-Feb-16	15	$3,535,105
ITS / Signs / Stripes / Electrical / MISC.		64	30-Dec-15	28-Mar-16	519	$694,059
Noise Wall		2	15-Jul-15	16-Jul-15	167	$29,246
B208 - SB 35W GP over BNSF		116	13-Aug-15	21-Jan-16	32	$2,503,319
SBGP - S. of Trinity River to IH-30		196	09-Jul-15	06-Apr-16	512	$13,147,446
TCP & Temp Work		168	09-Jul-15	29-Feb-16	5	$619,722
Drainage		17	03-Aug-15	28-Aug-15	4	$528,120
Roadworks		117	27-Jul-15	29-Feb-16	4	$4,950,448
ITS / Signs / Stripes / Electrical / MISC.		73	28-Dec-15	06-Apr-16	512	$991,015
Noise Wall		3	17-Jul-15	21-Jul-15	164	$42,453
B234 - SB 35W GP over 4th St		111	27-Jul-15	28-Dec-15	50	$1,593,121
B236 - SB 35W GP over RR (922+00)		138	27-Jul-15	03-Feb-16	23	$2,420,991
B230 - SB 35W GP over Pharr/TX121		78	11-Sep-15	29-Dec-15	49	$669,468
Retaining Wall RWS26-M		0			0	$0
Retaining Wall RWS30		9	27-Aug-15	09-Sep-15	103	$76,792
Retaining Wall RWS31		46	27-Aug-15	18-Nov-15	64	$1,255,416



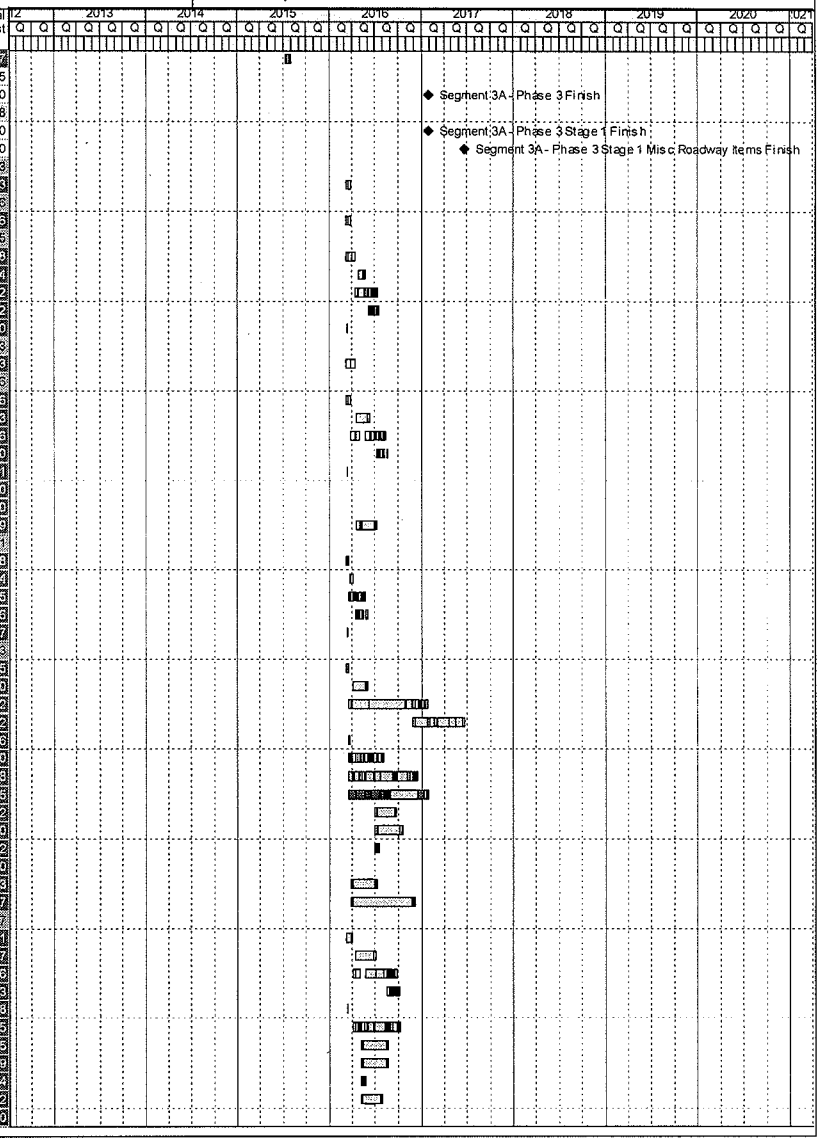
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
SBRP - Dewey to S. of Trinity River		80	09-Jul-15	28-Oct-15	627	$876,749
TCP & Temp Work		74	09-Jul-15	20-Oct-15	99	$37,905
Drainage		14	07-Aug-15	28-Aug-15	72	$130,353
Roadworks		50	24-Jul-15	20-Oct-15	72	$651,458
ITS / Signs / Stripes / Electrical / MISC.		33	14-Sep-15	28-Oct-15	627	$53,254
Noise Wall		2	14-Jul-15	15-Jul-15	168	$3,779
NBRP - Dewey to S. of Trinity River		0			0	$0
Retaining Wall RWN16-M		0			0	$0
Retaining Wall RWN16-S		0			0	$0
SBGP - Dewey to S. of Trinity River		186	12-Jun-15	26-Feb-16	540	$11,837,743
TCP & Temp Work		186	12-Jun-15	26-Feb-16	6	$747,380
Drainage		14	13-Jul-15	03-Aug-15	60	$242,676
Roadworks		98	24-Jun-15	22-Dec-15	41	$2,843,659
ITS / Signs / Stripes / Electrical / MISC.		45	04-Nov-15	05-Jan-16	578	$401,700
Noise Wall		2	16-Jun-15	17-Jun-15	188	$19,525
B226 - SB 35W GP over Trinity River		178	24-Jun-15	26-Feb-16	6	$7,582,601
SBRP - S. of Trinity River to IH-30		144	09-Jul-15	26-Jan-16	563	$4,270,610
TCP & Temp Work		137	09-Jul-15	15-Jan-16	36	$1,177,530
Drainage		25	22-Sep-15	04-Nov-15	27	$291,347
Roadworks		66	11-Sep-15	15-Jan-16	27	$908,092
ITS / Signs / Stripes / Electrical / MISC.		38	04-Dec-15	26-Jan-16	563	$253,496
Noise Wall		2	15-Jul-15	16-Jul-15	167	$8,457
Retaining Wall RWS25		49	28-Sep-15	22-Dec-15	46	$1,180,441
Retaining Wall RWS27		15	28-Sep-15	21-Oct-15	79	$270,296
Retaining Wall RWS29		14	28-Sep-15	20-Oct-15	80	$180,961
XRDS - Meacham Blvd		17	10-Jul-15	05-Aug-15	126	$317,541
Retaining Wall RW10A		17	10-Jul-15	05-Aug-15	126	$317,541
Stage 2		214	12-Jun-15	06-Apr-16	512	$9,747,839
3AMSMS221000	Segment 3A - Phase 2 Stage 2 Finish	0		22-Jan-16	45	$0
3AMSRD1001	Segment 3A - Phase 2 Stage 2 Misc Roadway Items Finish	0		06-Apr-16	718	$0
SBGP - Meacham to Dewey		63	09-Jul-15	05-Oct-16	644	$421,028
TCP & Temp Work		57	09-Jul-15	25-Sep-15	116	$24,613
Drainage		7	31-Jul-15	11-Aug-15	85	$33,055
Roadworks		34	29-Jul-15	25-Sep-15	85	$321,373
ITS / Signs / Stripes / Electrical / MISC.		31	24-Aug-15	05-Oct-15	644	$39,317
Noise Wall		2	14-Jul-15	15-Jul-15	168	$2,659
SBGP - Dewey to S. of Trinity River		161	12-Jun-15	22-Jan-16	565	$5,214,423
TCP & Temp Work		161	12-Jun-15	22-Jan-16	31	$140,368
Drainage		12	24-Jul-15	11-Aug-15	67	$188,750
Roadworks		81	07-Jul-15	01-Dec-15	51	$2,211,890
ITS / Signs / Stripes / Electrical / MISC.		35	23-Oct-15	10-Dec-15	596	$341,496
Noise Wall		2	16-Jun-15	17-Jun-15	188	$15,180
B221 - SB 35W GP over Northside Dr/Yucca Ave		144	07-Jul-15	22-Jan-16	31	$2,316,713
Retaining Wall RWS23		0			0	$0
SBRP - S. of Trinity River to IH-30		83	09-Jul-15	02-Nov-15	624	$710,423
TCP & Temp Work		78	09-Jul-15	26-Oct-15	95	$45,125
Drainage		15	07-Aug-15	31-Aug-15	69	$145,673
Roadworks		48	31-Jul-15	26-Oct-15	69	$454,041
ITS / Signs / Stripes / Electrical / MISC.		32	18-Sep-15	02-Nov-15	624	$61,356
Noise Wall		2	14-Jul-15	15-Jul-15	168	$4,228
SBGP - S. of Trinity River to IH-30		72	09-Jul-15	16-Oct-15	635	$1,076,947
TCP & Temp Work		67	09-Jul-15	09-Oct-15	1	$56,999
Drainage		4	05-Aug-15	10-Aug-15	3	$88,020
Roadworks		40	30-Jul-15	09-Oct-15	1	$825,075
ITS / Signs / Stripes / Electrical / MISC.		33	02-Sep-15	16-Oct-15	635	$99,777
Noise Wall		2	14-Jul-15	15-Jul-15	63	$7,076
SBRP - Meacham to Dewey		71	09-Jul-15	13-Oct-15	636	$1,727,092
TCP & Temp Work		65	09-Jul-15	07-Oct-15	108	$18,802
Drainage		10	03-Aug-15	18-Aug-15	80	$112,814
Roadworks		40	28-Jul-15	07-Oct-15	80	$672,161



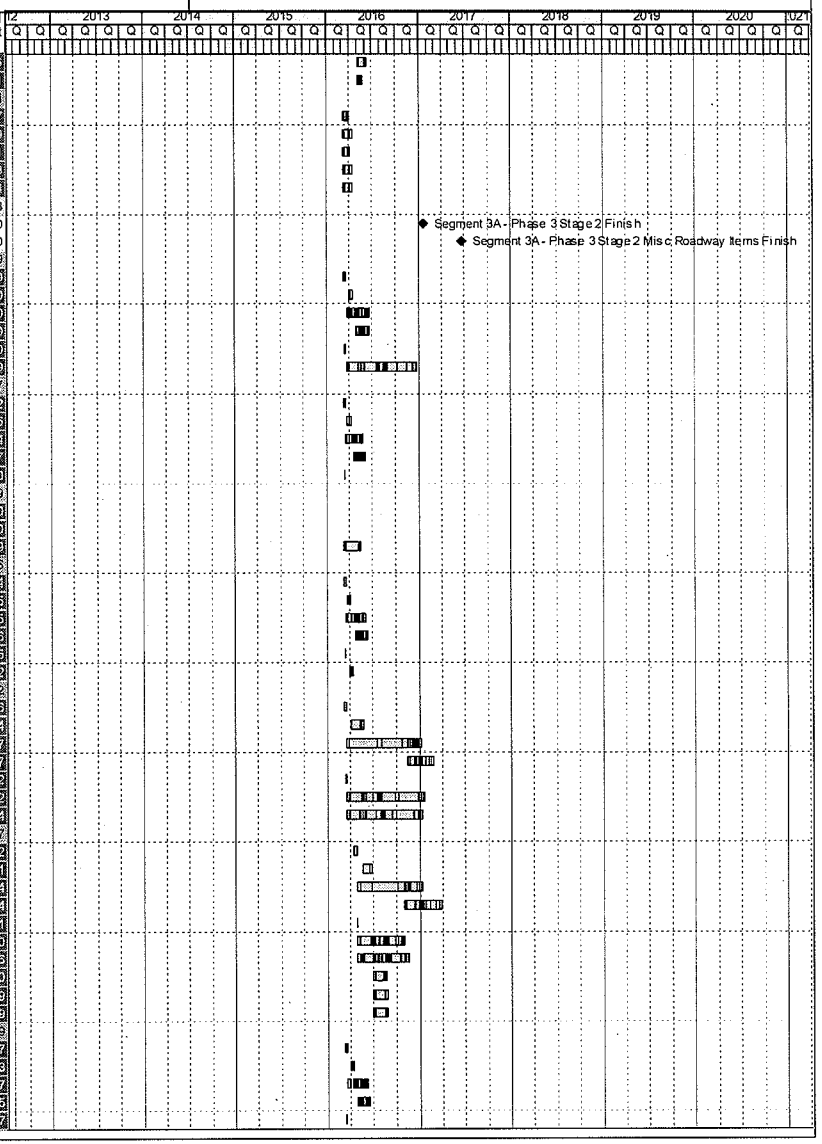
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	ITS / Signs / Stripes / Electrical / MISC.	36	27-Aug-15	15-Oct-15	636	$29,602
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$2,158
	Retaining Wall RWS10	35	03-Aug-15	28-Sep-15	93	$891,556
	NBRP - Dewey to S. of Trinity River	0			0	$0
	Retaining Wall RWN16-M	0			0	$0
	SBRP - Dewey to S. of Trinity River	13	10-Jul-15	28-Jul-15	159	$146,801
	Retaining Wall RWS16	0			0	$0
	Retaining Wall RWS17A	12	10-Jul-15	28-Jul-15	131	$145,801
	XRDS - SH 183/NE 28th St.	17	10-Jul-15	05-Aug-15	126	$452,126
	Retaining Wall RW21A	15	10-Jul-15	31-Jul-15	128	$175,837
	Retaining Wall RW21B	17	10-Jul-15	05-Aug-15	126	$276,289
Stage 3		195	09-Jul-15	06-Apr-16	512	$30,860,497
3AMSMS231000	Segment 3A- Phase 2 Stage 3 Finish	0		07-Mar-16	0	$0
3AMSRD1000	Segment 3A- Phase 2 Stage 3 Misc Roadway Items Finish	0		06-Apr-16	718	$0
	NBRP - Meacham to Dewey	17	09-Jul-15	31-Jul-15	156	$544,858
	TCP & Temp Work	17	09-Jul-15	31-Jul-15	156	$544,858
	NBRP - Dewey to S. of Trinity River	0			0	$0
	Retaining Wall RWN16-S	0			0	$0
	NBGP - Meacham to Dewey	22	09-Jul-15	07-Aug-15	151	$701,664
	TCP & Temp Work	22	09-Jul-15	07-Aug-15	151	$701,664
	NBFR - Dewey to S. of Trinity River	46	09-Jul-15	10-Sep-15	127	$1,475,492
	TCP & Temp Work	46	09-Jul-15	10-Sep-15	127	$1,475,492
	NBGP - Dewey to S of Trinity River	54	09-Jul-15	22-Sep-15	119	$1,658,125
	TCP & Temp Work	54	09-Jul-15	22-Sep-15	119	$1,658,125
	SBGP - Meacham to Dewey	140	09-Jul-15	20-Jan-16	567	$9,257,340
	TCP & Temp Work	140	09-Jul-15	20-Jan-16	33	$2,699,976
	Drainage	11	27-Aug-15	16-Sep-15	48	$165,327
	Roadworks	59	21-Aug-15	10-Dec-15	46	$1,606,866
	ITS / Signs / Stripes / Electrical / MISC.	38	30-Oct-15	22-Dec-15	588	$327,371
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$13,293
	B240 - SB 35W GP over Meacham	101	21-Aug-15	08-Jan-16	41	$1,482,075
	Retaining Wall RWS01A	49	14-Sep-15	10-Dec-15	52	$1,212,420
	Retaining Wall RWS02	72	14-Sep-15	20-Jan-16	29	$1,760,011
	SBFR - Meacham to Dewey	112	10-Jul-15	15-Jan-16	31	$4,284,037
	Retaining Wall RWS12	112	10-Jul-15	15-Jan-16	31	$4,284,037
	SBGP - S. of Trinity River to IH-30	106	10-Oct-15	07-Mar-16	534	$3,053,907
	TCP & Temp Work	105	10-Oct-15	07-Mar-16	0	$956,999
	Drainage	9	10-Nov-15	25-Nov-15	24	$88,020
	Roadworks	42	03-Nov-15	22-Jan-16	24	$825,075
	ITS / Signs / Stripes / Electrical / MISC.	29	23-Dec-15	01-Feb-16	559	$99,777
	Noise Wall	2	14-Oct-15	15-Oct-15	102	$7,076
	B235 - SB 35W GP over RR (922+00)	90	03-Nov-15	07-Mar-16	0	$1,192,379
	B234 - SB 35W GP over 4th St	78	03-Nov-15	18-Feb-16	12	$784,671
	SBRP - Meacham to Dewey	73	09-Jul-15	19-Oct-15	634	$1,598,622
	TCP & Temp Work	68	09-Jul-15	12-Oct-15	105	$22,562
	Drainage	11	05-Aug-15	21-Aug-15	77	$135,376
	Roadworks	42	29-Jul-15	12-Oct-15	77	$806,593
	ITS / Signs / Stripes / Electrical / MISC.	35	01-Sep-15	19-Oct-15	634	$35,523
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$2,590
	Retaining Wall RW13A	11	07-Aug-15	24-Aug-15	114	$53,476
	Retaining Wall RWS13	25	07-Aug-15	14-Sep-15	100	$542,502
	NSML - Dewey to S. of Trinity River	153	09-Jul-15	08-Feb-16	554	$8,133,625
	TCP & Temp Work	147	09-Jul-15	29-Jan-16	26	$169,217
	Drainage	19	24-Aug-15	25-Sep-15	33	$298,470
	Roadworks	93	07-Aug-15	29-Jan-16	20	$2,885,576
	ITS / Signs / Stripes / Electrical / MISC.	38	17-Dec-15	08-Feb-16	554	$396,923
	Noise Wall	2	14-Jul-15	15-Jul-15	168	$18,651
	Retaining Wall RWN15	87	14-Aug-15	12-Jan-16	33	$2,340,364
	Retaining Wall RWS15-S	77	14-Aug-15	24-Dec-15	43	$2,024,424
	XRDS - Meacham Blvd.	15	10-Jul-15	31-Jul-15	128	$172,737



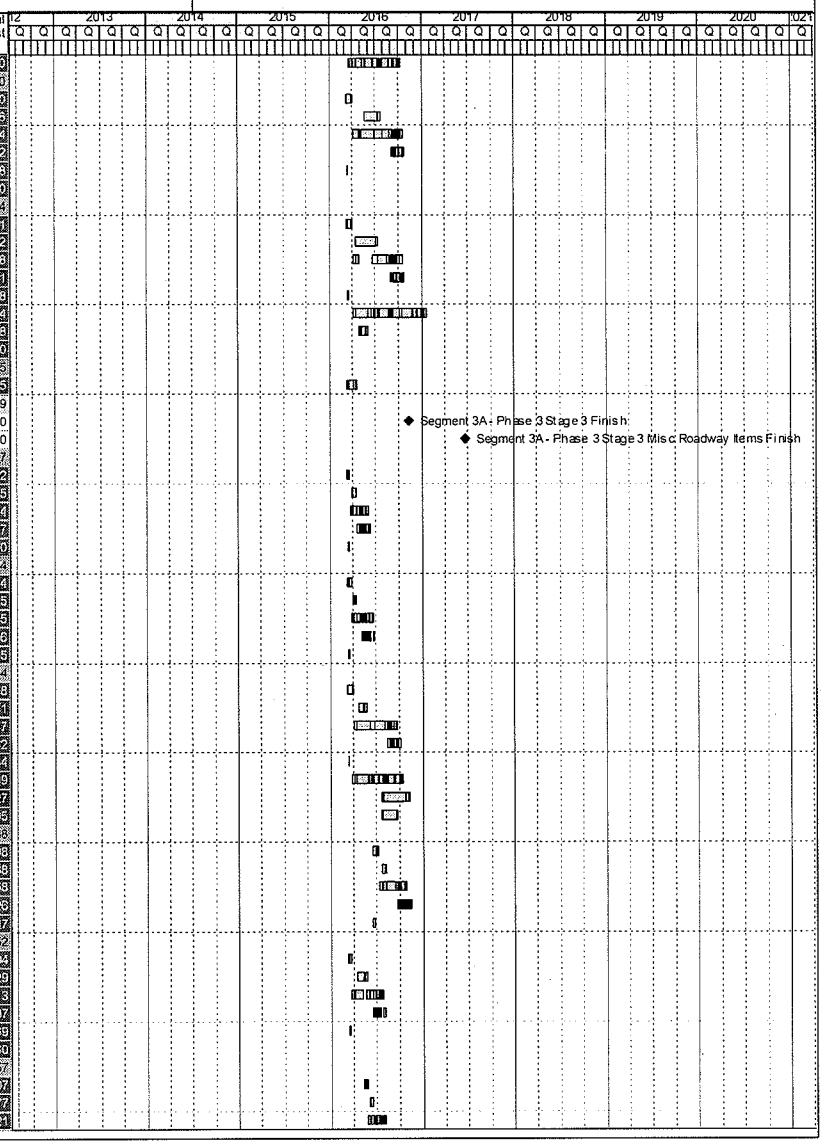
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
Retaining Wall RW02A		15	10-Jul-15	31-Jul-15	128	$172,737
Phase 3		336	08-Mar-16	20-Jun-17	198	$145,242,545
3AMSMS31000	Segment 3A - Phase 3 Finish	0		27-Jan-17	2	$0
Stage 1		336	08-Mar-16	20-Jun-17	198	$52,217,688
3AMSMS311000	Segment 3A - Phase 3 Stage 1 Finish	0		27-Jan-17	2	$0
3AMS1001	Segment 3A - Phase 3 Stage 1 Misc Roadway Items Finish	0		20-Jun-17	278	$0
NBRP - S. of Trinity River to IH-30		15	08-Mar-16	28-Mar-16	219	$420,323
TCP & Temp Work		15	08-Mar-16	28-Mar-16	219	$420,323
NBRP - Dewey to S. of Trinity River		13	08-Mar-16	24-Mar-16	221	$398,446
TCP & Temp Work		13	08-Mar-16	24-Mar-16	221	$398,446
NBFR - Dewey to S. of Trinity River		95	08-Mar-16	18-Jul-16	439	$1,590,495
TCP & Temp Work		91	08-Mar-16	12-Jul-16	143	$544,188
Drainage		14	25-Apr-16	24-May-16	111	$121,874
Roadworks		48	12-Apr-16	12-Jul-16	111	$880,032
ITS / Signs / Stripes / Electrical / MISC.		29	08-Jun-16	18-Jul-16	439	$40,882
Noise Wall		2	11-Mar-16	14-Mar-16	229	$3,420
NBGP - S. of Trinity River to IH-30		28	08-Mar-16	14-Apr-16	9	$2,359,723
TCP & Temp Work		28	08-Mar-16	14-Apr-16	9	$2,359,723
NBFR - Meacham to Dewey		119	08-Mar-16	19-Aug-16	415	$3,255,426
TCP & Temp Work		114	08-Mar-16	12-Aug-16	120	$60,486
Drainage		26	20-Apr-16	10-Jun-16	91	$303,833
Roadworks		76	28-Mar-16	12-Aug-16	91	$1,818,766
ITS / Signs / Stripes / Electrical / MISC.		31	08-Jul-16	19-Aug-16	415	$123,010
Noise Wall		2	11-Mar-16	14-Mar-16	229	$8,521
Retaining Wall RWN13-M1		0			0	$0
Retaining Wall RWN13-M2		0			0	$0
Retaining Wall RWN13-S		56	20-Apr-16	06-Jul-16	147	$940,809
SBFR - Meacham to Dewey		61	08-Mar-16	31-May-16	473	$238,101
TCP & Temp Work		56	08-Mar-16	24-May-16	178	$7,848
Drainage		8	21-Mar-16	04-Apr-16	138	$30,554
Roadworks		34	16-Mar-16	24-May-16	138	$176,585
ITS / Signs / Stripes / Electrical / MISC.		34	14-Apr-16	31-May-16	473	$22,256
Noise Wall		2	11-Mar-16	14-Mar-16	229	$857
NBGP - Meacham to Dewey		336	08-Mar-16	20-Jun-17	198	$31,747,483
TCP & Temp Work		234	08-Mar-16	27-Jan-17	0	$1,884,235
Drainage		30	06-Apr-16	03-Jun-16	2	$956,790
Roadworks		170	16-Mar-16	24-Jan-17	2	$9,457,712
ITS / Signs / Stripes / Electrical / MISC.		147	28-Nov-16	20-Jun-17	198	$1,830,622
Noise Wall		4	16-Mar-16	21-Mar-16	224	$76,956
B241 - NB 35W GP over Meacham		103	16-Mar-16	05-Aug-16	125	$1,551,910
B210 - NB 35W GP over BNSF		196	16-Mar-16	14-Dec-16	32	$2,444,298
B207 - NB 35W GP over FWWR		226	16-Mar-16	27-Jan-17	0	$4,437,805
Retaining Wall RWN01		54	30-Jun-16	23-Sep-16	73	$1,460,342
Retaining Wall RWN02		68	30-Jun-16	17-Oct-16	59	$1,692,150
Retaining Wall RWN05		10	30-Jun-16	15-Jul-16	117	$152,542
Retaining Wall RWN10-M		0			0	$0
Retaining Wall RWN10-S		61	28-Mar-16	08-Jul-16	122	$1,577,643
Retaining Wall RWN08		152	28-Mar-16	06-Dec-16	31	$4,244,537
NBRP - Meacham to Dewey		156	08-Mar-16	11-Oct-16	378	$10,806,637
TCP & Temp Work		156	08-Mar-16	11-Oct-16	78	$112,811
Drainage		43	12-Apr-16	01-Jul-16	65	$573,857
Roadworks		98	04-Apr-16	27-Sep-16	65	$2,132,226
ITS / Signs / Stripes / Electrical / MISC.		38	16-Aug-16	06-Oct-16	381	$348,663
Noise Wall		2	11-Mar-16	14-Mar-16	229	$16,638
B212 - SH183 Entrance Ramp to NB 35W ML		137	04-Apr-16	11-Oct-16	78	$2,386,255
Retaining Wall RWN02A		66	05-May-16	19-Aug-16	94	$1,686,605
Retaining Wall RWN04		67	05-May-16	22-Aug-16	93	$1,694,269
Retaining Wall RW04A		13	05-May-16	25-May-16	147	$101,174
Retaining Wall RWN07-M		51	05-May-16	28-Jul-16	109	$1,267,852
Retaining Wall RWN07-S		0			0	$0



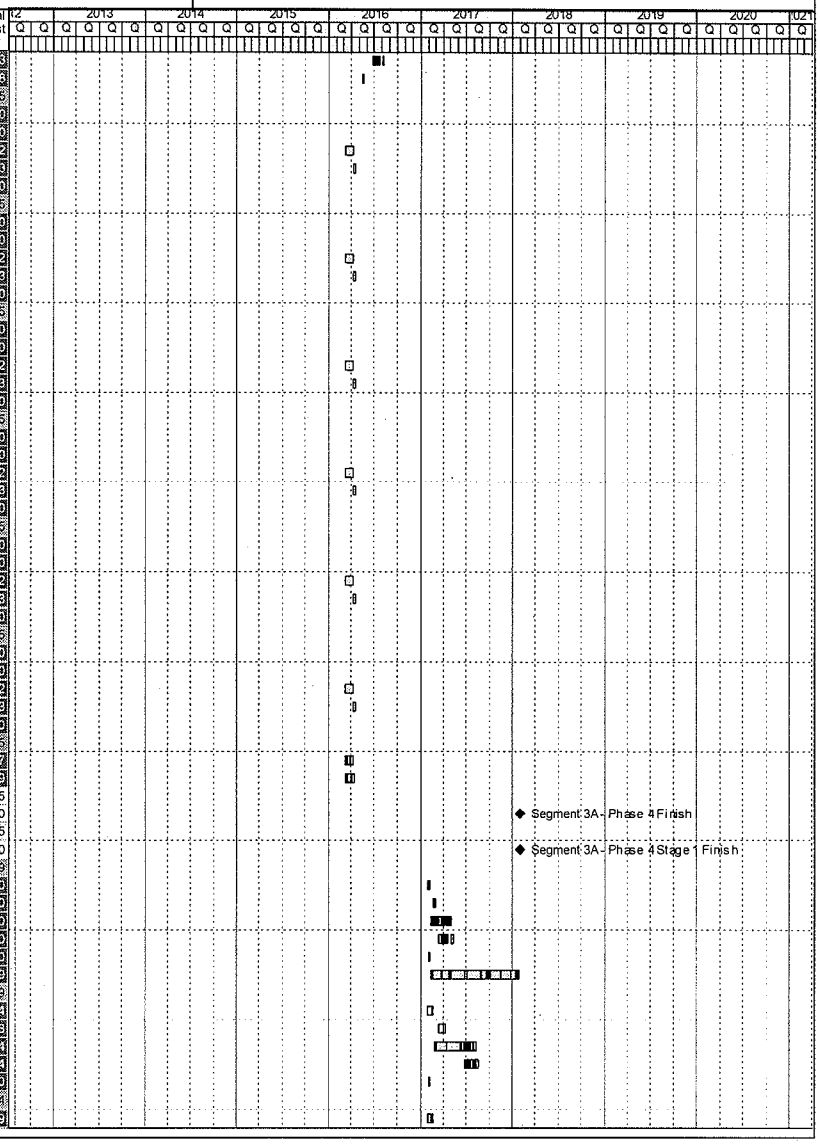
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Retaining Wall RWN12	20	05-May-16	08-Jun-16	140	$429,076
	Retaining Wall RW13B	11	05-May-16	23-May-16	149	$51,211
	XRDS - Meacham Blvd.	21	08-Mar-16	11-Apr-16	173	$1,407,154
	Retaining Wall RW02A	16	08-Mar-16	01-Apr-16	178	$172,797
	Retaining Wall RW07A	21	08-Mar-16	11-Apr-16	173	$405,799
	Retaining Wall RW10A	19	08-Mar-16	06-Apr-16	175	$317,541
	Retaining Wall RW08A-S	21	08-Mar-16	11-Apr-16	173	$249,493
	Retaining Wall RW08B-S	21	08-Mar-16	11-Apr-16	173	$261,584
Stage 2		336	08-Mar-16	20-Jun-17	198	$75,441,658
3AMSMS321000	Segment 3A - Phase 3 Stage 2 Finish	0		20-Jan-17	9	$0
3AMS	Segment 3A - Phase 3 Stage 2 Misc Roadway Items Finish	0		20-Jun-17	278	$0
	SBRP - S. of Trinity River to IH-30	208	08-Mar-16	22-Dec-16	326	$9,761,309
	TCP & Temp Work	208	08-Mar-16	22-Dec-16	26	$0
	Drainage	9	29-Mar-16	14-Apr-16	124	$0
	Roadworks	46	21-Mar-16	17-Jun-16	124	$0
	ITS / Signs / Stripes / Electrical / MISC.	38	29-Apr-16	21-Jun-16	458	$0
	Noise Wall	5	11-Mar-16	17-Mar-16	226	$0
	B232 - SB 35W ML Exit Ramp to Spur 280	199	21-Mar-16	22-Dec-16	26	$9,761,309
	NBFR - Dewey to S. of Trinity River	62	08-Mar-16	01-Jun-16	472	$363,777
	TCP & Temp Work	56	08-Mar-16	24-May-16	178	$15,042
	Drainage	8	24-Mar-16	08-Apr-16	138	$40,625
	Roadworks	33	18-Mar-16	24-May-16	138	$293,344
	ITS / Signs / Stripes / Electrical / MISC.	33	18-Apr-16	01-Jun-16	472	$13,627
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$1,140
	NBFR - Meacham to Dewey	49	08-Mar-16	13-May-16	185	$940,809
	Retaining Wall RWN13-M1	0			0	$0
	Retaining Wall RWN13-M2	0			0	$0
	Retaining Wall RWN13-S	40	08-Mar-16	13-May-16	154	$940,809
	NBGP - Meacham to Dewey	69	08-Mar-16	10-Jun-16	465	$961,736
	TCP & Temp Work	64	08-Mar-16	03-Jun-16	170	$46,414
	Drainage	8	23-Mar-16	06-Apr-16	132	$61,725
	Roadworks	40	16-Mar-16	03-Jun-16	132	$610,175
	ITS / Signs / Stripes / Electrical / MISC.	36	22-Apr-16	10-Jun-16	465	$75,916
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$4,966
	Retaining Wall RWN05	10	30-Mar-16	14-Apr-16	171	$152,542
	NBGP - Dewey to S. of Trinity River	253	08-Mar-16	23-Feb-17	281	$24,084,672
	TCP & Temp Work	228	08-Mar-16	19-Jan-17	5	$358,216
	Drainage	23	06-Apr-16	23-May-16	52	$495,084
	Roadworks	160	16-Mar-16	05-Jan-17	12	$6,054,927
	ITS / Signs / Stripes / Electrical / MISC.	73	15-Nov-16	23-Feb-17	281	$944,997
	Noise Wall	3	15-Mar-16	17-Mar-16	226	$39,832
	B219 - NB 35W GP over UPRR	222	16-Mar-16	19-Jan-17	6	$10,087,432
	B224 - NB 35W GP over Trinity River	218	16-Mar-16	13-Jan-17	10	$6,094,204
	NBGP - S. of Trinity River to IH-30	247	15-Apr-16	27-Mar-17	259	$18,261,247
	TCP & Temp Work	196	15-Apr-16	13-Jan-17	10	$1,487,162
	Drainage	20	20-May-16	22-Jun-16	7	$762,141
	Roadworks	144	27-Apr-16	13-Jan-17	7	$7,039,344
	ITS / Signs / Stripes / Electrical / MISC.	104	02-Nov-16	27-Mar-17	259	$1,533,454
	Noise Wall	4	25-Apr-16	28-Apr-16	196	$61,301
	B235 - NB 35W GP over RR (922+00)	136	27-Apr-16	02-Nov-16	62	$2,446,180
	B233 - NB 35W GP over 4th St	148	27-Apr-16	18-Nov-16	50	$2,602,356
	Retaining Wall RWN23	33	30-Jun-16	19-Aug-16	94	$656,420
	Retaining Wall RWN25	35	30-Jun-16	24-Aug-16	92	$727,209
	Retaining Wall RWN26	37	30-Jun-16	26-Aug-16	90	$945,659
	NBRP - Meacham to Dewey	155	08-Mar-16	10-Oct-16	379	$4,191,229
	TCP & Temp Work	155	08-Mar-16	10-Oct-16	79	$13,537
	Drainage	10	29-Mar-16	15-Apr-16	131	$68,363
	Roadworks	40	18-Mar-16	06-Jun-16	131	$255,867
	ITS / Signs / Stripes / Electrical / MISC.	34	27-Apr-16	13-Jun-16	464	$26,145
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$1,997



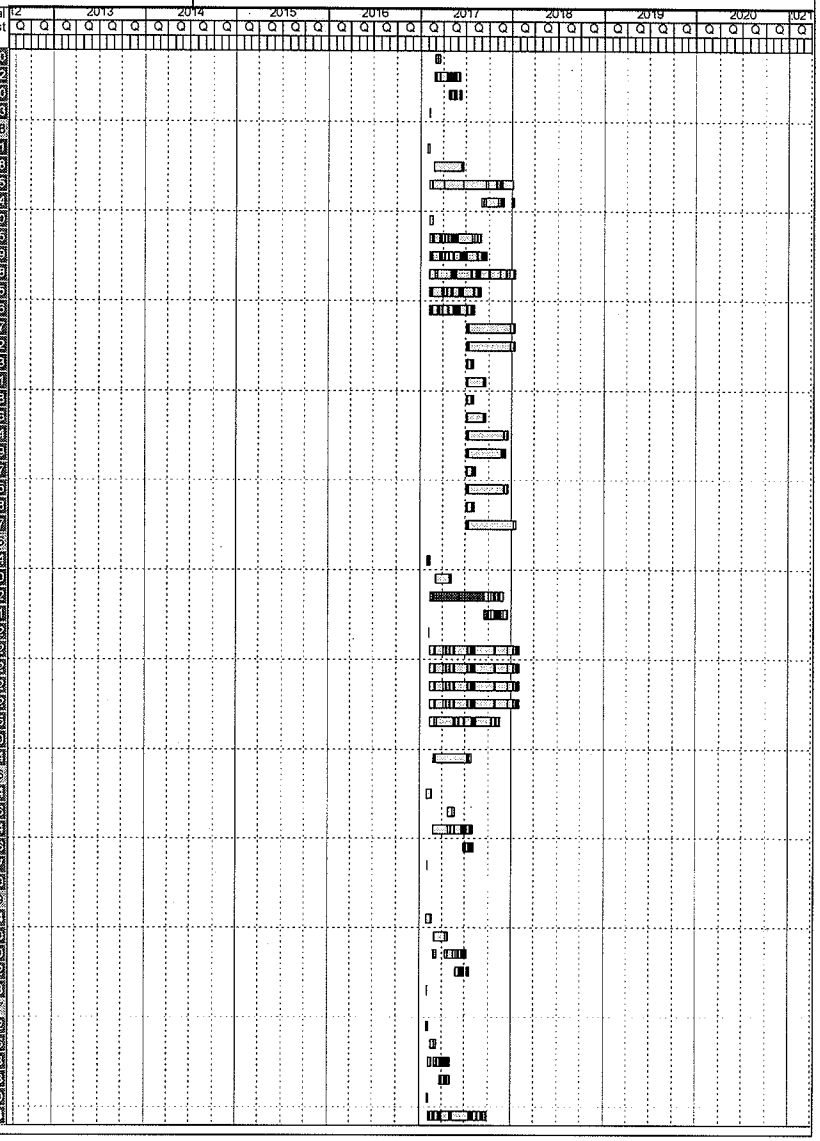
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	B203 - NB 35W ML Ramp to NB 35W GP	147	18-Mar-16	10-Oct-16	79	$3,924,820
	NBRP - Dewey to S. of Trinity River	164	08-Mar-16	21-Oct-16	370	$3,247,280
	TCP & Temp Work	160	08-Mar-16	17-Oct-16	74	$97,770
	Drainage	37	17-May-16	21-Jul-16	54	$481,336
	Roadworks	109	04-Apr-16	17-Oct-16	54	$2,340,554
	ITS / Signs / Stripes / Electrical / MISC.	36	02-Sep-16	21-Oct-16	370	$313,662
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$13,958
	Retaining Wall RWN19-M1	0			0	$0
	NBRP - S. of Trinity River to IH-30	229	08-Mar-16	20-Jan-17	305	$13,260,274
	TCP & Temp Work	229	08-Mar-16	20-Jan-17	5	$258,441
	Drainage	48	12-Apr-16	12-Jul-16	54	$635,822
	Roadworks	109	04-Apr-16	17-Oct-16	54	$1,980,738
	ITS / Signs / Stripes / Electrical / MISC.	41	29-Aug-16	24-Oct-16	369	$525,611
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$18,448
	B231 - Spur 280 Entrance Ramp to NB 35W ML	210	04-Apr-16	20-Jan-17	5	$9,489,254
	Retaining Wall RWN31	22	28-Apr-16	03-Jun-16	142	$351,958
	Retaining Wall RW31A	0			0	$0
	XRDS - SH 183/NE 28th St	25	08-Mar-16	18-Apr-16	169	$379,325
	Retaining Wall RW20A	25	08-Mar-16	18-Apr-16	169	$379,325
	Stage 3	336	08-Mar-16	20-Jun-17	198	$17,583,199
3AMSMS331000	Segment 3A - Phase 3 Stage 3 Finish	0		08-Nov-16	82	$0
3AMS1000	Segment 3A - Phase 3 Stage 3 Misc Roadway Items Finish	0		20-Jun-17	278	$0
	NBFR - Dewey to S. of Trinity River	69	08-Mar-16	10-Jun-16	465	$363,777
	TCP & Temp Work	64	08-Mar-16	03-Jun-16	170	$15,042
	Drainage	8	28-Mar-16	11-Apr-16	132	$40,625
	Roadworks	38	21-Mar-16	03-Jun-16	132	$233,341
	ITS / Signs / Stripes / Electrical / MISC.	38	20-Apr-16	10-Jun-16	465	$13,627
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$1,140
	NBGP - Meacham to Dewey	79	08-Mar-16	24-Jun-16	455	$799,194
	TCP & Temp Work	74	08-Mar-16	17-Jun-16	160	$46,414
	Drainage	8	01-Apr-16	15-Apr-16	124	$61,725
	Roadworks	43	28-Mar-16	17-Jun-16	124	$610,175
	ITS / Signs / Stripes / Electrical / MISC.	37	05-May-16	24-Jun-16	455	$75,916
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$4,965
	NBGP - Dewey to S. of Trinity River	176	08-Mar-16	08-Nov-16	358	$10,799,554
	TCP & Temp Work	176	08-Mar-16	08-Nov-16	58	$173,278
	Drainage	14	22-Apr-16	23-May-16	87	$232,971
	Roadworks	94	04-Apr-16	21-Sep-16	69	$2,849,377
	ITS / Signs / Stripes / Electrical / MISC.	38	12-Aug-16	04-Oct-16	383	$390,852
	Noise Wall	2	11-Mar-16	14-Mar-16	229	$18,744
	B223 - NB 35W GP over Northside Dr/Yucca Ave	145	28-Mar-16	14-Oct-16	75	$2,532,599
	Retaining Wall RWN20	70	20-Jul-16	08-Nov-16	46	$3,475,527
	Retaining Wall RWN21	43	20-Jul-16	23-Sep-16	73	$1,126,205
	NBGP - S. of Trinity River to IH-30	111	14-Jun-16	15-Nov-16	353	$2,633,068
	TCP & Temp Work	99	14-Jun-16	28-Oct-16	65	$170,998
	Drainage	13	21-Jul-16	08-Aug-16	47	$203,238
	Roadworks	66	11-Jul-16	28-Oct-16	47	$1,877,158
	ITS / Signs / Stripes / Electrical / MISC.	38	23-Sep-16	15-Nov-16	353	$365,326
	Noise Wall	4	17-Jun-16	22-Jun-16	157	$16,347
	NBRP - Dewey to S. of Trinity River	105	08-Mar-16	01-Aug-16	429	$1,198,652
	TCP & Temp Work	101	08-Mar-16	26-Jul-16	133	$37,604
	Drainage	18	15-Apr-16	23-May-16	103	$185,129
	Roadworks	66	23-Mar-16	26-Jul-16	103	$900,213
	ITS / Signs / Stripes / Electrical / MISC.	32	17-Jun-16	01-Aug-16	429	$70,337
	Noise Wall	2	14-Mar-16	15-Mar-16	228	$5,369
	Retaining Wall RWN19-M1	0			0	$0
	NBRP - S. of Trinity River to IH-30	67	07-May-16	09-Aug-16	423	$150,357
	TCP & Temp Work	62	07-May-16	02-Aug-16	128	$12,307
	Drainage	8	01-Jun-16	13-Jun-16	98	$30,277
	Roadworks	41	24-May-16	02-Aug-16	98	$94,321



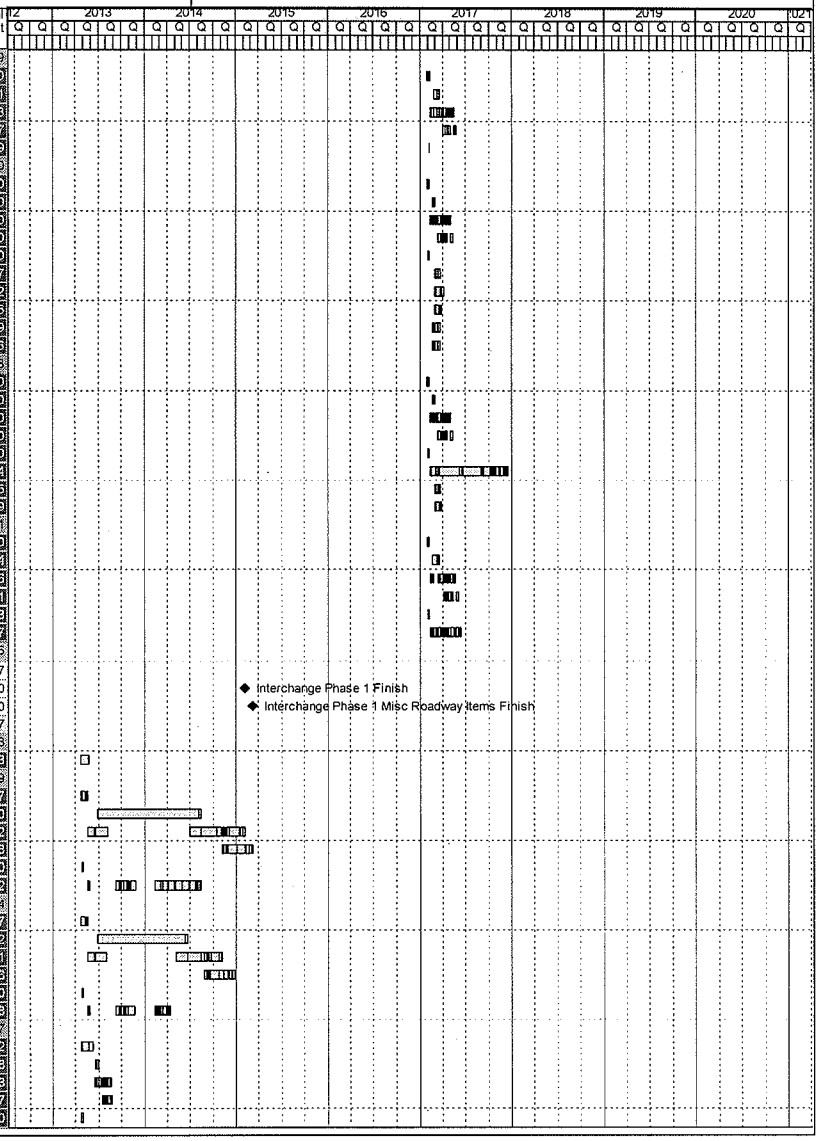
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	ITS / Signs / Stripes / Electrical / MISC.	35	22-Jun-16	09-Aug-16	423	$12,573
	Noise Wall	4	16-May-16	19-May-16	181	$878
	NBLA - Meacham to Dewey	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	NBLA - Dewey to S. of Trinity River	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	NBLA - S. of Trinity River to IH-30	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - Meacham to Dewey	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - Dewey to S. of Trinity River	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	SBLA - S. of Trinity River to IH-30	31	08-Mar-16	19-Apr-16	203	$197,745
	TCP & Temp Work	43	08-Mar-16	19-Apr-16	285	$0
	Drainage	0			0	$0
	Roadworks	17	08-Mar-16	08-Apr-16	154	$157,782
	ITS / Signs / Stripes / Electrical / MISC.	6	11-Apr-16	19-Apr-16	154	$39,963
	Noise Wall	0			0	$0
	XRDS - SH 183/NE 28th St	23	08-Mar-16	14-Apr-16	171	$452,125
	Retaining Wall RW21A	20	08-Mar-16	08-Apr-16	174	$175,837
	Retaining Wall RW21B	23	08-Mar-16	14-Apr-16	171	$276,289
Phase 4		263	28-Jan-17	31-Jan-18	37	$198,122,135
3AMSMS41000	Segment 3A - Phase 4 Finish	0		31-Jan-18	53	$0
Stage 1		263	28-Jan-17	31-Jan-18	37	$198,122,135
3AMSMS411000	Segment 3A - Phase 4 Stage 1 Finish	0		31-Jan-18	53	$0
	SBRP - S. of Trinity River to IH-30	260	28-Jan-17	26-Jan-18	40	$9,761,309
	TCP & Temp Work	260	28-Jan-17	26-Jan-18	40	$0
	Drainage	8	20-Feb-17	03-Mar-17	188	$0
	Roadworks	44	10-Feb-17	04-May-17	188	$0
	ITS / Signs / Stripes / Electrical / MISC.	40	16-Mar-17	10-May-17	227	$0
	Noise Wall	5	03-Feb-17	09-Feb-17	291	$0
	B232 - SB 35W ML Exit Ramp to Spur 280	251	10-Feb-17	26-Jan-18	40	$9,761,309
	NBGP - Interchange to Meacham	144	28-Jan-17	17-Aug-17	156	$4,508,239
	TCP & Temp Work	144	28-Jan-17	17-Aug-17	156	$208,284
	Drainage	16	13-Mar-17	12-Apr-17	132	$662,628
	Roadworks	90	23-Feb-17	08-Aug-17	134	$3,098,024
	ITS / Signs / Stripes / Electrical / MISC.	39	26-Jun-17	17-Aug-17	156	$541,304
	Noise Wall	5	01-Feb-17	07-Feb-17	293	$0
	SBGP - S. of Trinity River to IH-30	96	28-Jan-17	12-Jun-17	204	$1,746,204
	TCP & Temp Work	96	28-Jan-17	12-Jun-17	204	$85,499



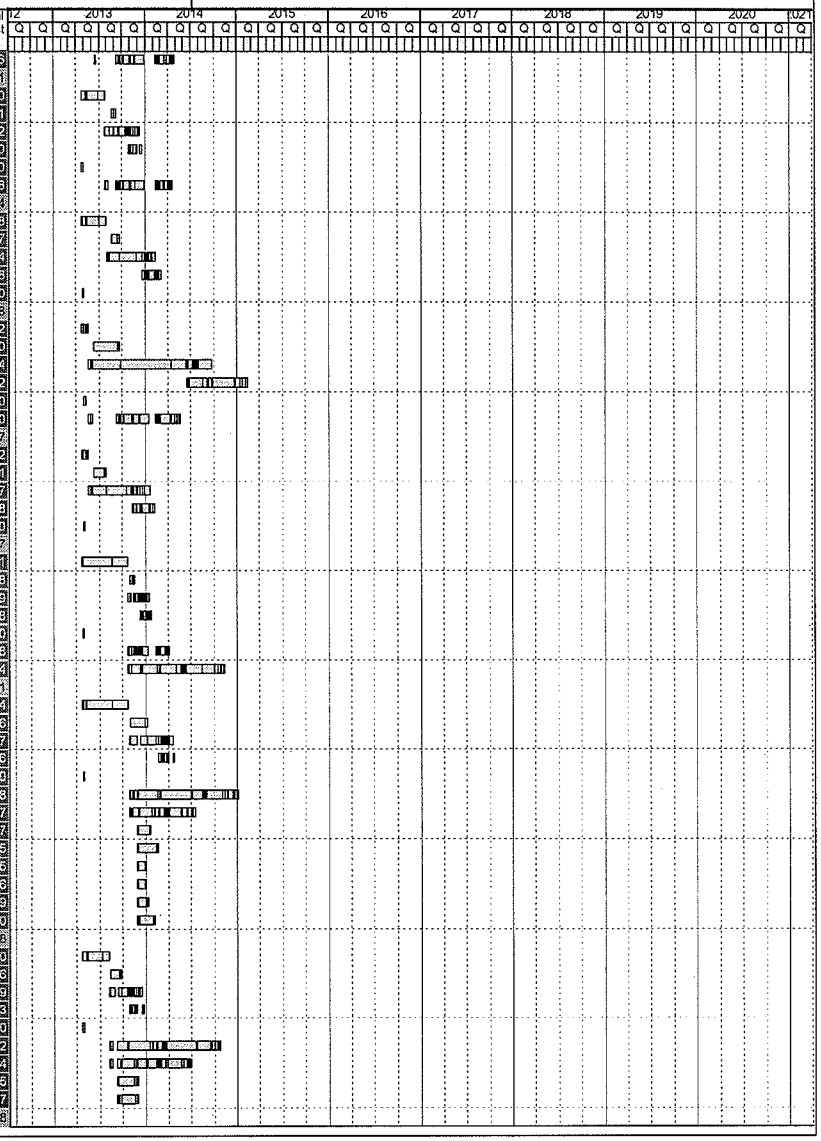
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Drainage	10	01-Mar-17	20-Mar-17	173	$132,030
	Roadworks	53	23-Feb-17	07-Jun-17	173	$1,237,612
	ITS / Signs / Stripes / Electrical / MISC.	36	24-Apr-17	12-Jun-17	204	$280,450
	Noise Wall	3	06-Feb-17	08-Feb-17	292	$10,613
	NSML - Meacham to Dewey	255	28-Jan-17	19-Jan-18	45	$72,429,188
	TCP & Temp Work	255	28-Jan-17	19-Jan-18	45	$1,489,111
	Drainage	60	27-Feb-17	21-Jun-17	23	$2,524,478
	Roadworks	179	08-Feb-17	02-Jan-18	54	$20,229,945
	ITS / Signs / Stripes / Electrical / MISC.	93	31-Aug-17	08-Jan-18	54	$3,741,374
	Noise Wall	9	08-Feb-17	20-Feb-17	284	$157,850
	B213 - 35W ML Transition (755+00)	146	08-Feb-17	30-Aug-17	147	$2,903,585
	B209 - 35W ML over BNSF	162	08-Feb-17	21-Sep-17	131	$2,882,489
	B206 - 35W ML over FWWR	243	08-Feb-17	12-Jan-18	50	$5,570,026
	B204 - 35W ML Transition (713+00)	148	08-Feb-17	01-Sep-17	145	$2,035,195
	B201 - 35W ML over Meacham	129	08-Feb-17	07-Aug-17	164	$2,103,596
	Retaining Wall RWN03	118	03-Jul-17	12-Jan-18	50	$6,522,407
	Retaining Wall RWS03	118	03-Jul-17	12-Jan-18	50	$6,622,372
	Retaining Wall RW03A	20	03-Jul-17	02-Aug-17	148	$271,713
	Retaining Wall RWN06	49	03-Jul-17	20-Sep-17	119	$1,182,211
	Retaining Wall RW06A	20	03-Jul-17	02-Aug-17	148	$236,548
	Retaining Wall RWS06	49	03-Jul-17	20-Sep-17	119	$1,194,896
	Retaining Wall RWN09	101	03-Jul-17	15-Dec-17	67	$2,932,664
	Retaining Wall RWS09	96	03-Jul-17	07-Dec-17	72	$2,702,799
	Retaining Wall RW09A	24	03-Jul-17	08-Aug-17	144	$411,387
	Retaining Wall RWN11	101	03-Jul-17	15-Dec-17	67	$2,784,705
	Retaining Wall RW11A	22	03-Jul-17	04-Aug-17	146	$313,488
	Retaining Wall RWS11	123	03-Jul-17	19-Jan-18	45	$3,616,357
	NSML - Dewey to S. of Trinity River	263	28-Jan-17	31-Jan-18	37	$93,863,796
	TCP & Temp Work	263	28-Jan-17	31-Jan-18	37	$338,434
	Drainage	33	08-Mar-17	08-May-17	25	$596,940
	Roadworks	159	13-Feb-17	30-Nov-17	70	$5,771,152
	ITS / Signs / Stripes / Electrical / MISC.	68	14-Sep-17	18-Dec-17	69	$924,631
	Noise Wall	2	06-Feb-17	07-Feb-17	293	$37,302
	Bridge 225 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,652
	Bridge 243 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,652
	Bridge 242 - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,652
	Bridge 232M - 35W ML over Trinity River & Elevated Section	253	13-Feb-17	31-Jan-18	37	$20,001,652
	B222 - 35W ML over Northside Dr/Yucca Ave	199	13-Feb-17	16-Nov-17	91	$3,848,325
	Retaining Wall RWN19A	0			0	$0
	Retaining Wall RWN15	88	27-Feb-17	25-Jul-17	154	$2,340,364
	NSML - S. of Trinity River to IH-30	136	28-Jan-17	07-Aug-17	164	$1,967,366
	TCP & Temp Work	136	28-Jan-17	07-Aug-17	164	$135,374
	Drainage	13	26-Apr-17	19-May-17	139	$163,888
	Roadworks	86	28-Feb-17	02-Aug-17	140	$1,424,494
	ITS / Signs / Stripes / Electrical / MISC.	31	26-Jun-17	07-Aug-17	164	$253,398
	Noise Wall	3	01-Feb-17	03-Feb-17	295	$10,217
	Retaining Wall RWN29	0			0	$0
	NBRP - S. of Trinity River to IH-30	123	28-Jan-17	19-Jul-17	177	$1,764,709
	TCP & Temp Work	123	28-Jan-17	19-Jul-17	177	$135,374
	Drainage	28	01-Mar-17	24-Apr-17	152	$333,050
	Roadworks	73	23-Feb-17	11-Jul-17	152	$1,037,530
	ITS / Signs / Stripes / Electrical / MISC.	40	26-May-17	19-Jul-17	177	$269,092
	Noise Wall	3	01-Feb-17	03-Feb-17	295	$59,663
	SBRP - Meacham to Dewey	172	28-Jan-17	26-Sep-17	128	$4,106,327
	TCP & Temp Work	172	28-Jan-17	26-Sep-17	128	$22,552
	Drainage	11	17-Feb-17	08-Mar-17	189	$135,376
	Roadworks	43	09-Feb-17	02-May-17	190	$806,593
	ITS / Signs / Stripes / Electrical / MISC.	31	24-Mar-17	05-May-17	230	$36,523
	Noise Wall	3	03-Feb-17	07-Feb-17	293	$2,590
	B211 - SB 35W ML Exit Ramp to SH 183	164	09-Feb-17	26-Sep-17	128	$3,103,684



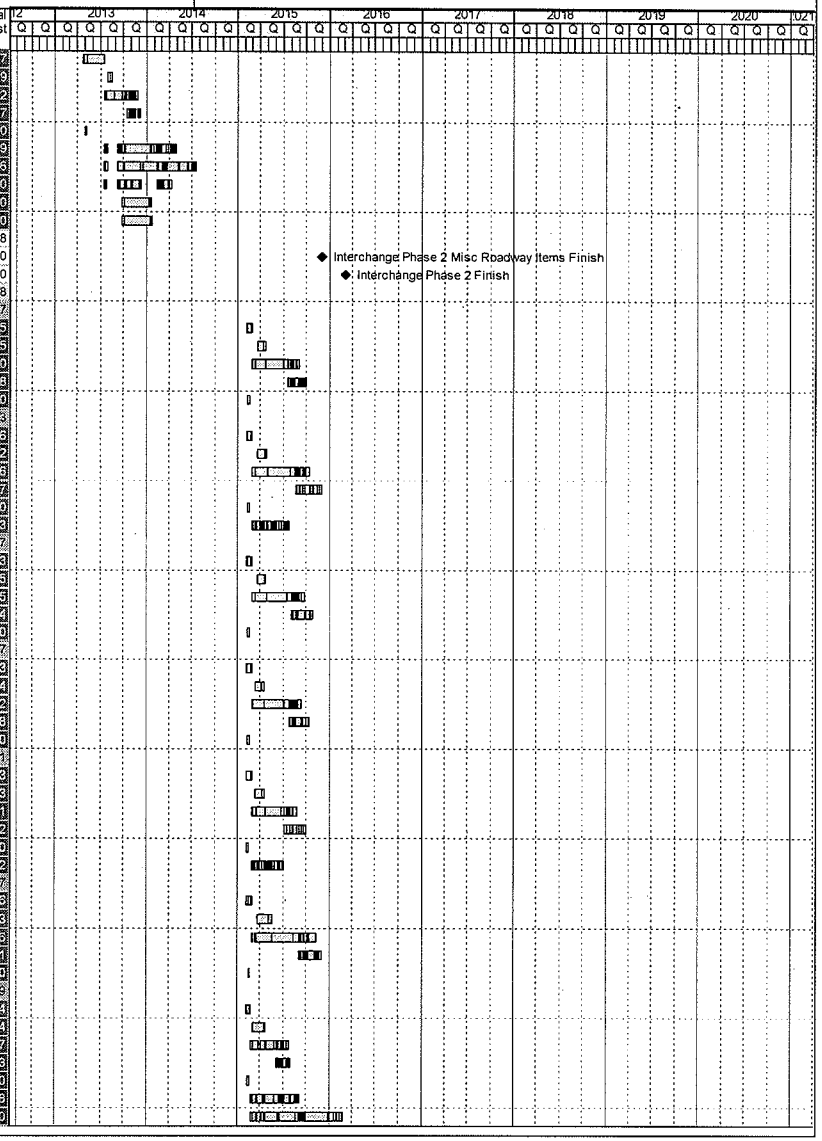
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
SBRP - Dewey to S. of Trinity River		83	28-Jan-17	24-May-17	217	$751,499
TCP & Temp Work		83	28-Jan-17	24-May-17	217	$32,490
Drainage		13	24-Feb-17	20-Mar-17	181	$111,731
Roadworks		49	13-Feb-17	16-May-17	181	$556,393
ITS / Signs / Stripes / Electrical / MISC.		39	31-Mar-17	24-May-17	217	$45,647
Noise Wall		3	06-Feb-17	08-Feb-17	292	$3,239
XRDS - Meacham Blvd.		73	28-Jan-17	10-May-17	227	$1,449,630
TCP & Temp Work		73	28-Jan-17	10-May-17	227	$0
Drainage		8	20-Feb-17	03-Mar-17	188	$0
Roadworks		44	10-Feb-17	04-May-17	188	$0
ITS / Signs / Stripes / Electrical / MISC.		40	16-Mar-17	10-May-17	227	$0
Noise Wall		5	03-Feb-17	09-Feb-17	291	$0
Retaining Wall RW02A		16	28-Feb-17	24-Mar-17	225	$177,817
Retaining Wall RW07A		22	28-Feb-17	04-Apr-17	219	$417,962
Retaining Wall RW10A		19	28-Feb-17	29-Mar-17	222	$327,175
Retaining Wall RW08A-S		20	20-Feb-17	23-Mar-17	226	$257,019
Retaining Wall RW08B-S		20	20-Feb-17	23-Mar-17	226	$269,656
XRDS - E. 4th St.		232	28-Jan-17	19-Dec-17	68	$3,868,488
TCP & Temp Work		232	28-Jan-17	19-Dec-17	68	$0
Drainage		8	20-Feb-17	03-Mar-17	188	$0
Roadworks		44	10-Feb-17	04-May-17	188	$0
ITS / Signs / Stripes / Electrical / MISC.		40	16-Mar-17	10-May-17	227	$0
Noise Wall		5	03-Feb-17	09-Feb-17	291	$0
B239 - Pedestrian Bridge over US 287		223	10-Feb-17	19-Dec-17	68	$3,422,964
Retaining Wall RW21A		16	28-Feb-17	24-Mar-17	225	$180,955
Retaining Wall RW21B		18	28-Feb-17	28-Mar-17	223	$284,559
XRDS - Cypress St.		86	28-Jan-17	12-Jun-17	204	$1,845,481
TCP & Temp Work		96	28-Jan-17	12-Jun-17	204	$0
Drainage		17	20-Feb-17	21-Mar-17	178	$178,874
Roadworks		53	10-Feb-17	22-May-17	178	$524,495
ITS / Signs / Stripes / Electrical / MISC.		41	07-Apr-17	02-Jun-17	210	$51,801
Noise Wall		2	03-Feb-17	06-Feb-17	294	$5,023
B245 - Cypress St. over 280		87	10-Feb-17	12-Jun-17	204	$1,085,287
Interchange Construction		1130	20-Apr-13	18-Aug-17	155	$297,383,286
Phase 1		491	20-Apr-13	09-Mar-15	794	$158,465,857
ICMSMS1000	Interchange Phase 1 Finish	0		03-Feb-15	49	$0
ICMS1001	Interchange Phase 1 Misc Roadway Items Finish	0		09-Mar-15	1112	$0
Stage 1		491	20-Apr-13	09-Mar-15	794	$158,465,857
WBGP - Interchange to Meacham		25	20-Apr-13	24-May-13	477	$1,693,723
TCP & Temp Work		25	20-Apr-13	24-May-13	477	$1,693,723
NBFR - Interchange to Meacham		491	20-Apr-13	09-Mar-15	794	$10,845,939
TCP & Temp Work		467	20-Apr-13	03-Feb-15	35	$270,747
Drainage		224	27-Jun-13	12-Aug-14	26	$3,321,690
Roadworks		339	20-May-13	03-Feb-15	26	$4,475,922
ITS / Signs / Stripes / Electrical / MISC.		89	05-Nov-14	09-Mar-15	794	$1,518,268
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B33 - NB 35W FR over Little Fossil Creek)		323	20-May-13	13-Aug-14	159	$1,259,292
SBFR - Interchange to Meacham		438	20-Apr-13	24-Dec-14	847	$9,722,814
TCP & Temp Work		405	20-Apr-13	07-Nov-14	97	$270,747
Drainage		192	27-Jun-13	19-Jun-14	70	$2,833,002
Roadworks		295	20-May-13	07-Nov-14	70	$3,926,991
ITS / Signs / Stripes / Electrical / MISC.		84	29-Aug-14	24-Dec-14	847	$1,457,506
Noise Wall		5	26-Apr-13	02-May-13	493	$0
Bridge (B34 - SB 35W FR over Little Fossil Creek)		238	20-May-13	16-Apr-14	244	$1,234,058
NBGP - Interchange to Meacham		268	20-Apr-13	30-Apr-14	1017	$3,191,717
TCP & Temp Work		268	20-Apr-13	30-Apr-14	234	$847,642
Drainage		8	19-Jun-13	01-Jul-13	314	$82,828
Roadworks		40	13-Jun-13	19-Aug-13	314	$387,253
ITS / Signs / Stripes / Electrical / MISC.		30	15-Jul-13	23-Aug-13	1195	$34,967
Noise Wall		5	24-Apr-13	30-Apr-13	495	$0



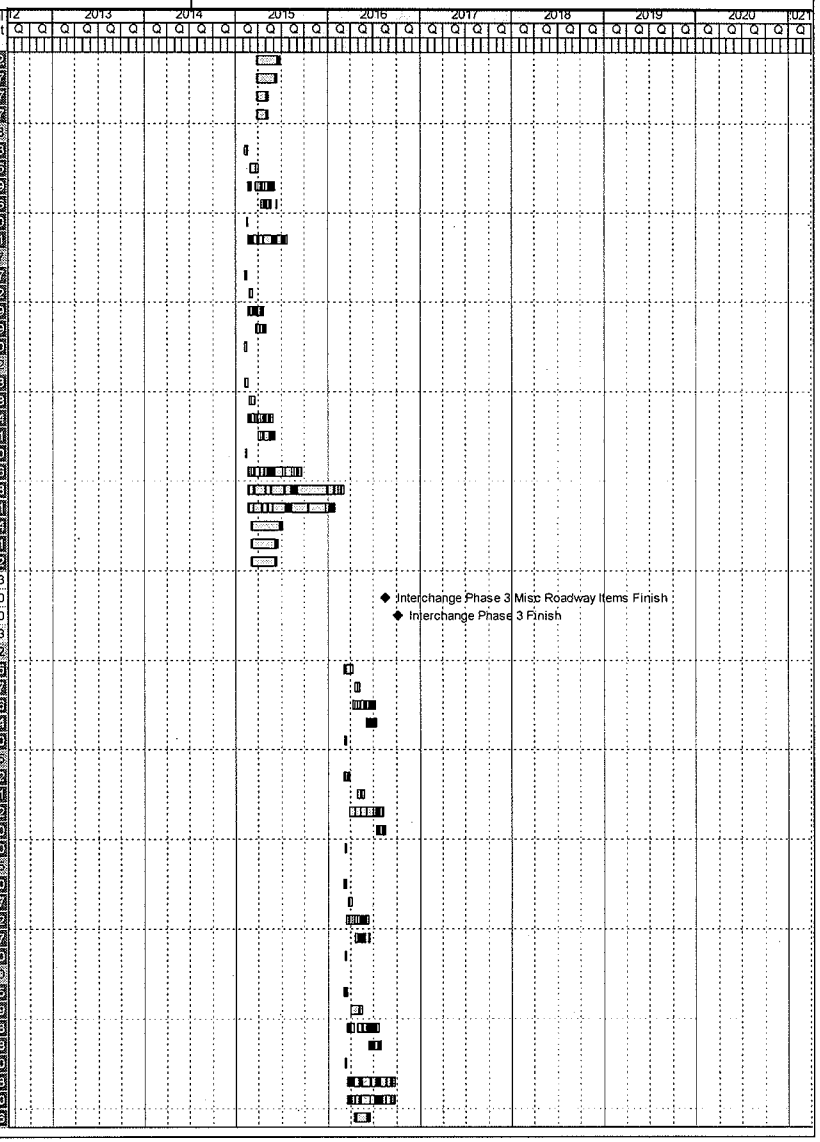
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Bridge (B1 - 35W NB GP over 820)	230	13-Jun-13	30-Apr-14	234	$1,839,025
	SBGP - Interchange to Meacham	260	20-Apr-13	18-Apr-14	1025	$5,568,301
	TCP & Temp Work	260	20-Apr-13	18-Apr-14	242	$1,560,410
	Drainage	11	22-Aug-13	09-Sep-13	252	$352,621
	Roadworks	78	25-Jul-13	09-Dec-13	252	$1,639,922
	ITS / Signs / Stripes / Electrical / MISC.	39	25-Oct-13	18-Dec-13	1112	$318,600
	Noise Wall	5	24-Apr-13	30-Apr-13	495	$0
	Bridge (B7 - 35W SB GP over 820	192	25-Jul-13	18-Apr-14	242	$1,696,748
	EBGP - Interchange to Meacham	228	20-Apr-13	05-Mar-14	1057	$7,486,384
	TCP & Temp Work	213	20-Apr-13	12-Feb-14	289	$1,873,208
	Drainage	19	19-Aug-13	19-Sep-13	217	$877,917
	Roadworks	108	01-Aug-13	12-Feb-14	217	$4,047,274
	ITS / Signs / Stripes / Electrical / MISC.	55	19-Dec-13	05-Mar-14	1057	$687,986
	Noise Wall	5	26-Apr-13	02-May-13	493	$0
	NSML - Interchange to Meacham	473	20-Apr-13	11-Feb-15	812	$19,527,918
	TCP & Temp Work	371	20-Apr-13	22-Sep-14	131	$741,612
	Drainage	61	11-Jun-13	23-Sep-13	98	$2,722,510
	Roadworks	287	20-May-13	22-Sep-14	98	$11,252,524
	ITS / Signs / Stripes / Electrical / MISC.	173	16-Jun-14	11-Feb-15	812	$2,247,472
	Noise Wall	5	03-May-13	09-May-13	488	$0
	Bridge (B4 - 35W ML over 820	281	20-May-13	19-May-14	221	$2,563,200
	EWML - Interchange to Meacham	210	20-Apr-13	07-Feb-14	1075	$7,129,497
	TCP & Temp Work	196	20-Apr-13	20-Jan-14	305	$369,932
	Drainage	29	11-Jun-13	30-Jul-13	230	$1,147,291
	Roadworks	135	20-May-13	20-Jan-14	230	$4,743,287
	ITS / Signs / Stripes / Electrical / MISC.	66	08-Nov-13	07-Feb-14	1075	$868,988
	Noise Wall	5	29-Apr-13	03-May-13	492	$0
	NBRP - Interchange to Meacham	406	20-Apr-13	10-Nov-14	879	$14,752,237
	TCP & Temp Work	405	20-Apr-13	10-Nov-14	96	$3,702,071
	Drainage	13	30-Oct-13	20-Nov-13	232	$173,468
	Roadworks	46	23-Oct-13	15-Jan-14	232	$483,419
	ITS / Signs / Stripes / Electrical / MISC.	34	09-Dec-13	23-Jan-14	1086	$72,938
	Noise Wall	5	26-Apr-13	02-May-13	493	$0
	Bridge (B35 - 35W NB GP Exit Ramp to Melody Hills)	119	23-Oct-13	07-Apr-14	251	$856,488
	Bridge (B16 - 35W NB - 820 EB GP DC)	274	23-Oct-13	10-Nov-14	96	$9,463,854
	SBRP - Interchange to Meacham	445	20-Apr-13	02-Jan-15	840	$26,529,491
	TCP & Temp Work	445	20-Apr-13	02-Jan-15	57	$3,615,374
	Drainage	35	31-Oct-13	06-Jan-14	183	$670,806
	Roadworks	93	25-Oct-13	18-Apr-14	183	$1,868,367
	ITS / Signs / Stripes / Electrical / MISC.	48	19-Feb-14	25-Apr-14	1020	$323,266
	Noise Wall	5	26-Apr-13	02-May-13	493	$0
	Bridge (B11 - 35W SB - 820 EB GP DC)	311	25-Oct-13	02-Jan-15	57	$9,198,148
	Bridge (B10 - 35W SB - 820 WB GP DC)	191	25-Oct-13	16-Jul-14	177	$6,005,897
	Retaining Wall EBRW-01	32	26-Nov-13	21-Jan-14	254	$791,577
	Retaining Wall EBRW-02	50	26-Nov-13	19-Feb-14	236	$1,595,365
	Retaining Wall EBRW-05	21	26-Nov-13	02-Jan-14	265	$450,715
	Retaining Wall EBRW-06	22	26-Nov-13	03-Jan-14	264	$461,926
	Retaining Wall WBRW-03	26	26-Nov-13	10-Jan-14	260	$579,799
	Retaining Wall WBRW-04	42	26-Nov-13	06-Feb-14	244	$1,028,250
	EBRP - Interchange to Meacham	393	20-Apr-13	22-Oct-14	892	$23,991,418
	TCP & Temp Work	393	20-Apr-13	22-Oct-14	109	$1,908,450
	Drainage	26	14-Aug-13	26-Sep-13	249	$479,896
	Roadworks	72	08-Aug-13	13-Dec-13	249	$1,337,659
	ITS / Signs / Stripes / Electrical / MISC.	42	28-Oct-13	24-Dec-13	1108	$182,973
	Noise Wall	5	24-Apr-13	30-Apr-13	495	$0
	Bridge (B14 - 820 EB - 35W SB GP DC)	315	08-Aug-13	22-Oct-14	109	$12,275,522
	Bridge (B13 - 820 EB - 35W NB GP DC)	234	08-Aug-13	01-Jul-14	190	$5,488,514
	Retaining Wall EBRW-11	51	09-Sep-13	02-Dec-13	283	$1,321,116
	Retaining Wall EBRW-12	51	09-Sep-13	02-Dec-13	283	$997,287
	WBRP - Interchange to Meacham	324	20-Apr-13	17-Jul-14	961	$28,027,518



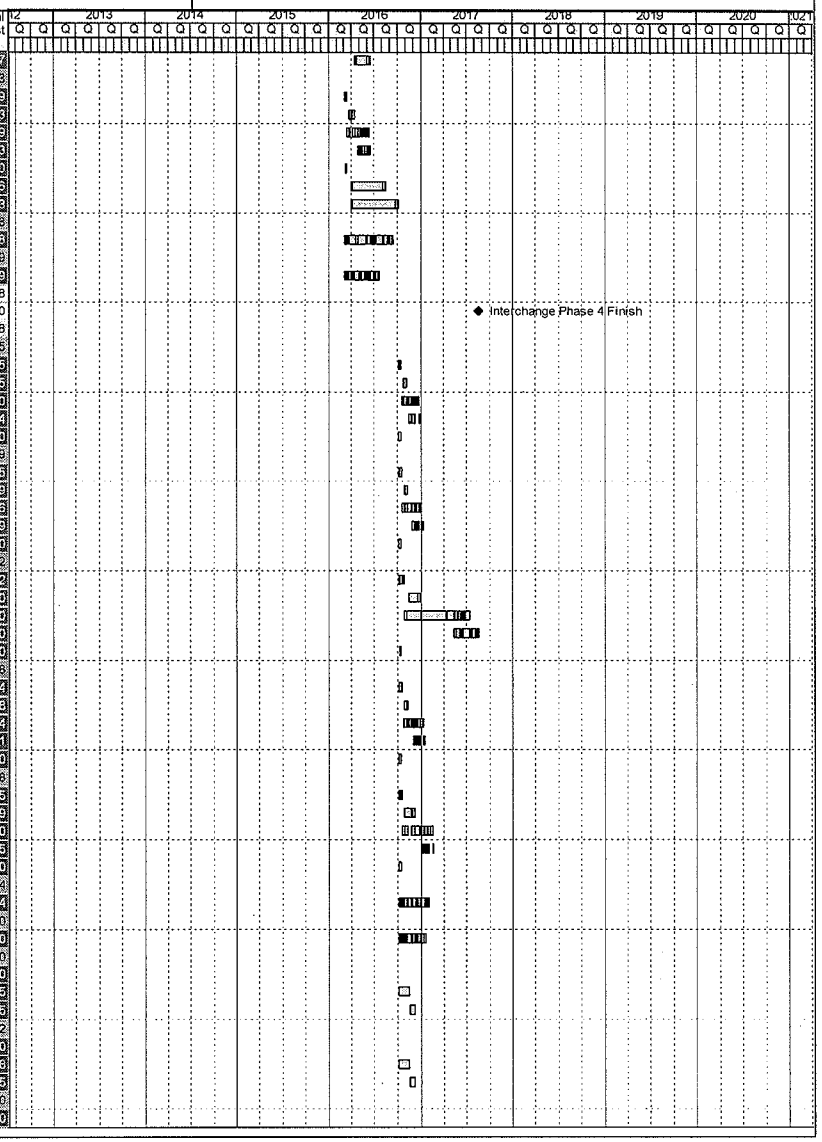
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	TCP & Temp Work	324	20-Apr-13	17-Jul-14	178	$3,576,907
	Drainage	10	31-Jul-13	15-Aug-13	276	$410,409
	Roadworks	77	18-Jul-13	26-Nov-13	257	$1,143,252
	ITS / Signs / Stripes / Electrical / MISC.	39	15-Oct-13	06-Dec-13	1120	$117,937
	Noise Wall	5	29-Apr-13	03-May-13	492	$0
	Bridge (B12 - 820 WB - 35W NB GP DC)	205	18-Jul-13	30-Apr-14	234	$9,671,429
	Bridge (B15 - 820 WB - 35W SB GP DC)	261	18-Jul-13	17-Jul-14	178	$7,162,606
	Bridge (B21 - 820 WB - 35W SB ML DC)	192	18-Jul-13	11-Apr-14	247	$2,022,770
	Retaining Wall WBRW-09	68	27-Sep-13	21-Jan-14	254	$1,917,920
	Retaining Wall WBRW-10	70	27-Sep-13	23-Jan-14	252	$2,004,690
Phase 2		281	04-Feb-15	02-Mar-16	537	$98,596,108
ICMS1005	Interchange Phase 2 Misc Roadway Items Finish	0		01-Dec-15	845	$0
ICMS11001	Interchange Phase 2 Finish	0		02-Mar-16	46	$0
Stage 1		281	04-Feb-15	02-Mar-16	537	$98,596,108
NBGP - Interchange to Meacham		170	04-Feb-15	29-Sep-15	649	$5,569,907
	TCP & Temp Work	153	04-Feb-15	04-Sep-15	160	$257,855
	Drainage	18	20-Mar-15	20-Apr-15	116	$828,285
	Roadworks	103	27-Feb-15	04-Sep-15	116	$3,872,530
	ITS / Signs / Stripes / Electrical / MISC.	50	22-Jul-15	29-Sep-15	648	$611,236
	Noise Wall	5	10-Feb-15	16-Feb-15	304	$0
SBGP - Interchange to Meacham		215	04-Feb-15	01-Dec-15	603	$8,495,663
	TCP & Temp Work	180	04-Feb-15	13-Oct-15	133	$309,426
	Drainage	22	20-Mar-15	27-Apr-15	97	$1,057,862
	Roadworks	122	27-Feb-15	13-Oct-15	97	$4,918,766
	ITS / Signs / Stripes / Electrical / MISC.	76	18-Aug-15	01-Dec-15	603	$825,017
	Noise Wall	5	10-Feb-15	16-Feb-15	304	$0
	Bridge (B32GPL - 35W over Little Fossil Creek)	106	27-Feb-15	24-Jul-15	190	$1,383,593
EBGP - Interchange to Meacham		189	04-Feb-15	26-Oct-15	629	$6,239,107
	TCP & Temp Work	168	04-Feb-15	25-Sep-15	145	$243,673
	Drainage	20	20-Mar-15	23-Apr-15	108	$940,625
	Roadworks	113	27-Feb-15	25-Sep-15	106	$4,336,365
	ITS / Signs / Stripes / Electrical / MISC.	61	03-Aug-15	26-Oct-15	629	$718,444
	Noise Wall	5	10-Feb-15	16-Feb-15	304	$0
WBGP - Interchange to Meacham		181	04-Feb-15	14-Oct-15	637	$6,118,217
	TCP & Temp Work	157	04-Feb-15	10-Sep-15	156	$232,843
	Drainage	20	11-Mar-15	15-Apr-15	114	$925,104
	Roadworks	105	27-Feb-15	10-Sep-15	114	$4,256,102
	ITS / Signs / Stripes / Electrical / MISC.	59	24-Jul-15	14-Oct-15	637	$704,168
	Noise Wall	5	10-Feb-15	16-Feb-15	304	$0
NSML - Interchange to Meacham		189	04-Feb-15	28-Sep-15	649	$5,754,701
	TCP & Temp Work	145	04-Feb-15	25-Aug-15	168	$206,003
	Drainage	21	13-Mar-15	17-Apr-15	123	$756,253
	Roadworks	96	27-Feb-15	25-Aug-15	123	$3,125,701
	ITS / Signs / Stripes / Electrical / MISC.	59	08-Jul-15	28-Sep-15	649	$704,222
	Noise Wall	5	08-Feb-15	12-Feb-15	306	$0
	Bridge (B32ML - 35W over Little Fossil Creek)	90	27-Feb-15	02-Jul-15	206	$962,522
EWML - Interchange to Meacham		215	04-Feb-15	01-Dec-15	603	$7,422,417
	TCP & Temp Work	199	04-Feb-15	09-Nov-15	114	$386,016
	Drainage	30	20-Mar-15	18-May-15	83	$1,197,173
	Roadworks	136	27-Feb-15	09-Nov-15	83	$4,949,516
	ITS / Signs / Stripes / Electrical / MISC.	65	02-Sep-15	01-Dec-15	603	$889,711
	Noise Wall	5	12-Feb-15	18-Feb-15	302	$0
NBRP - Interchange to Meacham		274	04-Feb-15	22-Feb-16	544	$19,918,629
	TCP & Temp Work	274	04-Feb-15	22-Feb-16	39	$64,124
	Drainage	28	04-Mar-15	23-Apr-15	143	$520,404
	Roadworks	78	24-Feb-15	23-Jul-15	143	$1,450,257
	ITS / Signs / Stripes / Electrical / MISC.	40	04-Jun-15	29-Jul-15	682	$218,813
	Noise Wall	5	10-Feb-15	16-Feb-15	304	$0
	Bridge (B16 - 35W NB - 820 EB GP DC)	137	24-Feb-15	02-Sep-15	162	$3,154,618
	Bridge (B17 - 35W NB - 820 WB GP DC)	260	24-Feb-15	22-Feb-16	39	$10,550,820



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Retaining Wall WBRW-05	56	25-Mar-15	26-Jun-15	174	$1,528,482
	Retaining Wall WBRW-06	49	25-Mar-15	15-Jun-15	181	$1,272,437
	Retaining Wall WBRW-04D	26	25-Mar-15	07-May-15	204	$579,287
	Retaining Wall WBRW-04E	26	25-Mar-15	07-May-15	204	$579,287
	SBRP - Interchange to Meacham	122	04-Feb-15	23-Jul-15	696	$3,383,408
	TCP & Temp Work	122	04-Feb-15	23-Jul-15	191	$32,818
	Drainage	17	23-Feb-15	30-Mar-15	169	$235,545
	Roadworks	55	19-Feb-15	05-Jun-15	169	$711,759
	ITS / Signs / Stripes / Electrical / MISC.	45	13-Apr-15	12-Jun-15	725	$73,326
	Noise Wall	3	12-Feb-15	16-Feb-15	304	$0
	Bridge (B10 - 35W SB - 820 WB GP DC)	111	19-Feb-15	23-Jul-15	191	$2,309,961
	EBRP - Interchange to Meacham	61	04-Feb-15	29-Apr-15	757	$221,287
	TCP & Temp Work	57	04-Feb-15	23-Apr-15	256	$13,537
	Drainage	8	23-Feb-15	09-Mar-15	189	$53,322
	Roadworks	37	16-Feb-15	23-Apr-15	189	$148,629
	ITS / Signs / Stripes / Electrical / MISC.	30	19-Mar-15	29-Apr-15	757	$5,799
	Noise Wall	5	06-Feb-15	12-Feb-15	306	$0
	WBRP - Interchange to Meacham	281	04-Feb-15	02-Mar-16	537	$35,472,872
	TCP & Temp Work	281	04-Feb-15	02-Mar-16	32	$33,843
	Drainage	10	24-Feb-15	16-Mar-15	174	$253,083
	Roadworks	51	17-Feb-15	27-May-15	174	$732,854
	ITS / Signs / Stripes / Electrical / MISC.	47	01-Apr-15	04-Jun-15	731	$75,601
	Noise Wall	3	10-Feb-15	12-Feb-15	306	$0
	Bridge (B12 - 820 WB - 35W NB GP DC)	155	17-Feb-15	22-Sep-15	148	$6,447,736
	Bridge (B18 - 820 WB - 35W NB ML DC)	272	17-Feb-15	02-Mar-16	32	$12,093,218
	Bridge (B21 - 820 WB - 35W SB ML DC)	247	17-Feb-15	27-Jan-16	57	$11,462,361
	Retaining Wall WBRW-01	76	02-Mar-15	07-Jul-15	168	$2,357,414
	Retaining Wall WBRW-01A	65	02-Mar-15	18-Jun-15	179	$247,581
	Retaining Wall WBRW-02	63	02-Mar-15	15-Jun-15	181	$1,769,182
Phase 3		154	03-Mar-16	04-Oct-16	383	$25,276,793
ICMS1000	Interchange Phase 3 Misc Roadway Items Finish	0		18-Aug-16	584	$0
ICMS11005	Interchange Phase 3 Finish	0		04-Oct-16	54	$0
Stage 1		154	03-Mar-16	04-Oct-16	383	$25,276,793
	NBGP - Interchange to Meacham	93	03-Mar-16	11-Jul-16	444	$1,699,572
	TCP & Temp Work	89	03-Mar-16	05-Jul-16	103	$599,475
	Drainage	8	20-Apr-16	03-May-16	83	$185,657
	Roadworks	45	11-Apr-16	05-Jul-16	83	$774,506
	ITS / Signs / Stripes / Electrical / MISC.	30	31-May-16	11-Jul-16	444	$69,934
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	SBGP - Interchange to Meacham	121	03-Mar-16	18-Aug-16	416	$2,414,285
	TCP & Temp Work	114	03-Mar-16	09-Aug-16	78	$103,142
	Drainage	11	28-Apr-16	23-May-16	61	$352,621
	Roadworks	74	28-Mar-16	09-Aug-16	61	$1,639,922
	ITS / Signs / Stripes / Electrical / MISC.	29	11-Jul-16	18-Aug-16	416	$318,600
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	EBGP - Interchange to Meacham	76	03-Mar-16	16-Jun-16	461	$797,005
	TCP & Temp Work	70	03-Mar-16	08-Jun-16	122	$32,490
	Drainage	7	23-Mar-16	04-Apr-16	98	$125,417
	Roadworks	43	16-Mar-16	08-Jun-16	98	$578,182
	ITS / Signs / Stripes / Electrical / MISC.	42	20-Apr-16	16-Jun-16	461	$60,917
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	NBRP - Interchange to Meacham	147	03-Mar-16	23-Sep-16	390	$10,157,450
	TCP & Temp Work	147	03-Mar-16	23-Sep-16	45	$49,875
	Drainage	23	29-Mar-16	13-May-16	74	$404,759
	Roadworks	65	18-Mar-16	21-Jul-16	74	$1,127,978
	ITS / Signs / Stripes / Electrical / MISC.	35	10-Jun-16	28-Jul-16	431	$170,188
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	Bridge (B16 - 35W NB - 820 EB GP DC)	136	18-Mar-16	23-Sep-16	43	$3,154,618
	Bridge (B17 - 35W NB - 820 WB GP DC)	134	18-Mar-16	21-Sep-16	45	$3,768,150
	Retaining Wall EBRW-09	35	15-Apr-16	14-Jun-16	99	$748,556



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Retaining Wall EBRW-10	34	15-Apr-16	13-Jun-16	100	$733,327
	SBRP - Interchange to Meacham	154	03-Mar-16	04-Oct-16	385	$6,331,193
	TCP & Temp Work	154	03-Mar-16	04-Oct-16	38	$16,409
	Drainage	11	23-Mar-16	12-Apr-16	97	$127,773
	Roadworks	44	15-Mar-16	09-Jun-16	97	$355,879
	ITS / Signs / Stripes / Electrical / MISC.	37	27-Apr-16	16-Jun-16	461	$36,663
	Noise Wall	5	08-Mar-16	14-Mar-16	184	$0
	Retaining Wall EBRW-03	85	29-Mar-16	16-Aug-16	60	$2,362,956
	Retaining Wall EBRW-04	115	29-Mar-16	04-Oct-16	30	$3,431,513
	EBRP - Interchange to Meacham	138	03-Mar-16	12-Sep-16	54	$2,703,298
	Bridge (B13 - 820 EB - 35W NB GP DC)	138	03-Mar-16	12-Sep-16	54	$2,703,298
	WBRP - Interchange to Meacham	100	03-Mar-16	20-Jul-16	92	$1,263,989
	Bridge (B15 - 820 WB - 35W SB GP DC)	100	03-Mar-16	20-Jul-16	92	$1,263,989
	Phase 4	228	05-Oct-16	18-Aug-17	155	$15,044,528
ICMS11000	Interchange Phase 4 Finish	0		18-Aug-17	219	$0
	Stage 1	228	05-Oct-16	18-Aug-17	155	$15,044,528
	SBGP - Interchange to Meacham	61	05-Oct-16	28-Dec-16	322	$570,875
	TCP & Temp Work	61	05-Oct-16	28-Dec-16	322	$25,785
	Drainage	7	24-Oct-16	03-Nov-16	257	$88,155
	Roadworks	37	17-Oct-16	22-Dec-16	257	$409,990
	ITS / Signs / Stripes / Electrical / MISC.	32	15-Nov-16	28-Dec-16	322	$46,954
	Noise Wall	5	07-Oct-16	13-Oct-16	376	$0
	EBGP - Interchange to Meacham	70	05-Oct-16	10-Jan-17	313	$929,839
	TCP & Temp Work	70	05-Oct-16	10-Jan-17	313	$37,905
	Drainage	8	27-Oct-16	08-Nov-16	251	$146,318
	Roadworks	41	18-Oct-16	03-Jan-17	251	$674,546
	ITS / Signs / Stripes / Electrical / MISC.	32	28-Nov-16	10-Jan-17	313	$71,069
	Noise Wall	5	07-Oct-16	13-Oct-16	376	$0
	WBGP - Interchange to Meacham	228	05-Oct-16	18-Aug-17	155	$8,025,032
	TCP & Temp Work	228	05-Oct-16	18-Aug-17	155	$308,652
	Drainage	25	14-Nov-16	30-Dec-16	30	$1,226,300
	Roadworks	136	27-Oct-16	13-Jul-17	151	$5,641,810
	ITS / Signs / Stripes / Electrical / MISC.	72	11-May-17	18-Aug-17	155	$848,270
	Noise Wall	5	10-Oct-16	14-Oct-16	375	$0
	EWML - Interchange to Meacham	74	05-Oct-16	16-Jan-17	309	$1,025,218
	TCP & Temp Work	74	05-Oct-16	16-Jan-17	309	$56,294
	Drainage	9	28-Oct-16	11-Nov-16	248	$174,588
	Roadworks	43	21-Oct-16	10-Jan-17	248	$721,804
	ITS / Signs / Stripes / Electrical / MISC.	32	02-Dec-16	16-Jan-17	309	$72,531
	Noise Wall	5	07-Oct-16	13-Oct-16	376	$0
	WBRP - Interchange to Meacham	100	05-Oct-16	21-Feb-17	283	$1,591,748
	TCP & Temp Work	100	05-Oct-16	21-Feb-17	283	$48,735
	Drainage	22	27-Oct-16	05-Dec-16	229	$378,839
	Roadworks	63	19-Oct-16	15-Feb-17	229	$1,055,310
	ITS / Signs / Stripes / Electrical / MISC.	38	03-Jan-17	21-Feb-17	283	$108,865
	Noise Wall	5	07-Oct-16	13-Oct-16	376	$0
	SBRP - Interchange to Meacham	87	05-Oct-16	02-Feb-17	296	$923,984
	Bridge (B10 - 35W SB - 820 WB GP DC)	87	05-Oct-16	02-Feb-17	296	$923,984
	NBRP - Interchange to Meacham	78	05-Oct-16	20-Jan-17	305	$753,630
	Bridge (B17 - 35W NB - 820 WB GP DC)	78	05-Oct-16	20-Jan-17	305	$753,630
	NBLA - Interchange to Meacham	47	05-Oct-16	08-Dec-16	336	$306,050
	TCP & Temp Work	65	05-Oct-16	08-Dec-16	472	$0
	Roadworks	26	05-Oct-16	16-Nov-16	268	$241,665
	ITS / Signs / Stripes / Electrical / MISC.	10	18-Nov-16	08-Dec-16	268	$64,385
	SBLA - Interchange to Meacham	47	05-Oct-16	08-Dec-16	336	$306,052
	TCP & Temp Work	65	05-Oct-16	08-Dec-16	472	$0
	Roadworks	26	05-Oct-16	16-Nov-16	268	$241,668
	ITS / Signs / Stripes / Electrical / MISC.	10	18-Nov-16	08-Dec-16	268	$64,385
	EBLA - Interchange to Meacham	47	05-Oct-16	08-Dec-16	336	$306,050
	TCP & Temp Work	65	05-Oct-16	08-Dec-16	472	$0



Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float	Budgeted Total Cost
	Roadworks	26	05-Oct-16	16-Nov-16	268	$241,665
	ITS / Signs / Stripes / Electrical / MISC.	10	16-Nov-16	08-Dec-16	268	$64,385
	WBLA - Interchange to Meacham	47	05-Oct-16	08-Dec-16	336	$306,050
	TCP & Temp Work	65	05-Oct-16	08-Dec-16	472	$0
	Roadworks	26	05-Oct-16	16-Nov-16	268	$241,665
	ITS / Signs / Stripes / Electrical / MISC.	10	16-Nov-16	08-Dec-16	268	$64,385

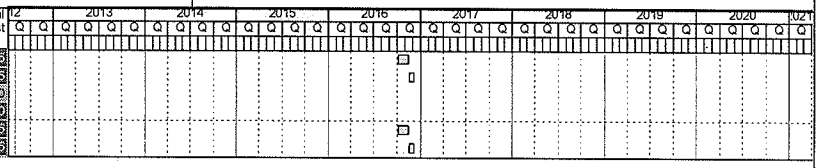


EXHIBIT 11

HAZARDOUS MATERIALS RISK ALLOCATION TERMS

Subject to Section 7.9 of the Agreement, all risks associated with the discovery of Hazardous Materials within the Facility Right of Way at any time during the Term will be borne by Developer, except as follows.

1. If there occurs any Release of Hazardous Materials in, on or under a section of the Facility during the course of TxDOT's operation and maintenance thereof pursuant to Section 8.3 of the Agreement or any Release of Hazardous Materials in, on or under the TxDOT Works until TxDOT Substantial Completion, then TxDOT at its own expense shall manage, treat, handle, store, remediate, remove, transport (where applicable) and dispose of such Hazardous Materials in accordance with applicable Law and Governmental Approvals.

2. Except as provided in Section 3 below, TxDOT shall compensate Developer for 50% of Developer's reasonable, out-of-pocket costs and expenses directly attributable to the handling, transport, removal and disposal of Pre-Existing Hazardous Materials encountered by Developer (the "total chargeable Hazardous Materials costs") that exceed $3,000,000 (the "Hazardous Materials Allowance") but do not exceed $6,000,000, and 100% of the total chargeable Hazardous Materials costs that exceed $6,000,000.

3. None of the costs and expenses related to TxDOT Releases of Hazardous Materials shall be chargeable under Section 2 above. None of the following costs and expenses shall be chargeable under Section 2 above or reimbursable by TxDOT:

(a) Costs and expenses to the extent attributable to Developer Releases of Hazardous Materials;

(b) Delay and disruption costs and expenses;

(c) Costs and expenses that could be avoided by the exercise of commercially reasonable efforts to mitigate and reduce cost;

(d) Developer's administrative and overhead expenses arising out of or relating to Pre-Existing Hazardous Materials; and

(e) The costs of any Phase 1 Hazardous Materials Investigation.

4. Within 90 days following any month in which Developer encounters any Pre-Existing Hazardous Materials, Developer shall deliver to TxDOT a written reconciliation, including all invoices, receipts and supporting documentation reasonably required by TxDOT, setting forth with particularity the total chargeable Hazardous Materials costs. If the total chargeable Hazardous Materials costs exceed the Hazardous Materials Allowance, TxDOT shall pay to Developer the applicable portion of such excess set forth in Section 2 above within 30 days after receipt of such reconciliation and supporting documentation.

5. TxDOT will retain generator and arranger status for Pre-Existing Hazardous Materials and TxDOT Release(s) of Hazardous Material in accordance with Section 7.9.5 of the Agreement.

6. Developer may be entitled to schedule and performance relief to the extent that the discovery of Hazardous Materials, including TxDOT Release(s) of Hazardous Materials, constitutes a Relief Event pursuant to Section 13.1 of the Agreement.

7. Developer may be entitled to termination of the Agreement and Lease and certain termination compensation to the extent that the presence or release of Hazardous Materials becomes an Extended Relief Event pursuant to Section 19.2 of the Agreement.

8. TxDOT Release(s) of Hazardous Materials is a Compensation Event.

9. Developer shall be responsible for all Hazardous Materials Management for Developer Release(s) of Hazardous Materials, even if the required Hazardous Materials Management extends beyond the end of the Term. Developer's responsibility for Hazardous Materials Management for all Hazardous Materials other than Developer Release(s) of Hazardous Material (except for liability for damages for breach of such obligations) shall end at the end of the Term.

EXHIBIT 12

HANDBACK REQUIREMENTS RESERVE ELEMENTS AND RESERVE FUNDING MECHANISM

1. Developer shall make deposits to the Handback Requirements Reserve by the last day of each calendar quarter, commencing with the first calendar quarter of the fifth full calendar year before the end of the Term, and continuing thereafter.

2. Developer shall make quarterly deposits into the Handback Requirements Reserve so that by the *beginning* of each of the last four full calendar years during the Term the Handback Requirements Reserve will contain an amount equal to:

   (a) For all Elements having a Required Residual Life equal to or less than 20 years for which the Developer has validly exercised its option under Section 8.10.1.2 of the Agreement, the summation across all such Elements of the following factors, as set forth in the most recent Renewal Work Schedule (as it may be revised pursuant to the Handback Requirements): the estimated cost to perform the Renewal Work on such Element (including all associated costs and fees) at the end of its Residual Life multiplied by a fraction the numerator of which is the Required Residual Life minus the Residual Life at Handback and the denominator of which is the Required Residual Life thereof, multiplied by a fraction the numerator of which is four minus the number of full calendar years until the beginning of the last full calendar year of the Term and the denominator of which is four, plus

   (b) For all other Elements (i.e. those Elements that have a Required Residual Life exceeding 20 years and those Elements having a Required Residual Life equal to or less than 20 years for which the Developer has not exercised its option pursuant to Section 8.10.1.2), the summation across all such Elements of the estimated cost to perform the Renewal Work on each such Element prior to expiration of the Term in accordance with the Handback Requirements multiplied by a fraction the numerator of which is four minus the number of full calendar years until the year in which the Renewal Work is scheduled to be performed pursuant to the Renewal Work Schedule (as it may be revised pursuant to the Handback Requirements) and the denominator of which is four; plus

   (c) 10% of the amounts under clauses (a) and (b) above as a contingency.

3. Developer's quarterly deposits in a year shall equal one-fourth of the amount required to be deposited in such year as described in Section 2 above, provided that if Developer's aggregate actual draws during the current calendar year exceed the planned draws by more than 10% (including draws to fund Safety Compliance work allowed under Section 8.11.3.1 of the Agreement), Developer shall adjust its quarterly deposits for the remainder of the calendar year in order to make up the excess draws.

4. In determining the amount of Developer's deposits to be made in the current calendar year, the Parties shall take into account the total amount in the Handback Requirements Reserve at the end of the immediately preceding calendar year and Developer's planned draws from the Handback Requirements Reserve during the current calendar year.

5. If at any time during the course of Renewal Work on an Element the actual incurred costs thereof are such that the balance in the Handback Requirements Reserve for such Element is less than the total amount required to be funded to the Handback Requirements Reserve for such Element, Developer shall promptly increase its deposits in order to fully make up the difference.

6. If after completion of and payment in full for Renewal Work on an Element there remains an unused balance in the Handback Requirements Reserve for such Element during the Term, the unused balance shall be reallocated and credited toward required balances in the Handback Requirements Reserve for other Elements.

EXHIBIT 13

DBE SPECIAL PROVISIONS
FOR NON-TRADITIONAL CONTRACTS
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Disadvantaged Business Enterprise in Federal-Aid Construction

for Non-Traditional Contracts

Description. The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal for this Agreement is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal-Aid Construction", of this Special Provision shall apply to this Agreement. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this Agreement.

Article A. Disadvantaged Business Enterprise in Federal-Aid Construction for Non-Traditional Contracts.

1. Policy. In the performance of this Agreement the Developer shall comply with 49 CFR Part 26, the Department's DBE Program, and 43 Texas Administration Code (TAC), Chapter 9, Sections 9.200 – 9.242, as amended. For a conflict between the language of this Special Provision and 49 CFR Part 26, the Department's DBE Program, or 43 Texas Administration Code, Chapter 9, Sections 9.200 – 9.242, as amended, 49 CFR Part 26, the Department's DBE Program, or 43 TAC, Chapter 9, Sections 9.200 – 9.242 as applicable, shall control.

a. Developer, its Contractor and subcontractors must meet the DBE goal set out in the Agreement by obtaining commitments from eligible DBEs or the Developer must show acceptable evidence of Good Faith Efforts to meet the DBE goal.

b. The Developer shall solicit DBEs through reasonable and available means.

c. The Developer, Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Developer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Developer to carry out these

requirements is a material breach of this Agreement, that may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

d. The Developer will include this Special Provision in all Contracts entered into by the Developer. The Developer will also require any Contractor to include this Special Provision in any Contract that the Contractor enters into under this Agreement.

e. By signing this Agreement the Developer certifies that the DBE goal as stated in the Agreement will be met by obtaining commitments from eligible DBEs or that the Developer will provide acceptable evidence of good faith effort to meet the commitment within the time frame set out below.

2.Definitions. The definition for terms used in this Provision can be found in Exhibit 1 of this Agreement, 49 CFR, Part 26 or 43 TAC §9.202, Definitions. Terms not defined in Exhibit 1 of this Agreement 49 CFR, Part 26, or 43 TAC §9.202 will for the purpose of this Special Provision be defined by the term's common usage.

3. Developer's Responsibilities. These requirements must be satisfied by the Developer. Failure of the Developer to meet these requirements may result in the issuance of Sanctions by the Department.

a. The Developer shall, in consultation with the Department, develop and submit a DBE Performance Plan meeting the requirements set forth in Exhibit 14 to this Agreement, and shall also submit the completed Non-Traditional Contract form for the applicable type of commitment for each DBE that will be used to satisfy the DBE goal, to the extent known at the date of submission of the DBE Performance Plan. The DBE Performance Plan must be submitted to the Department not later than 5:00 p.m. on the 30th business day, excluding national holidays, after the conditional award of this Agreement. The DBE Performance Plan is subject to review, comment and approval by the Department prior to and as a condition of execution of the Agreement.

b. Should the Developer to whom the Agreement is conditionally awarded refuse, neglect or fail to submit an acceptable DBE Performance Plan, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.

c. The Developer shall designate a DBE liaison officer who will administer the Developer's DBE program and who will be responsible for all aspects of the Developer's DBE program including maintaining all records and all reporting and correspondence with the Department on DBE issues.

d. A Developer who cannot meet the Agreement goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

e. The Developer and Contractors shall not terminate a DBE without written consent of the Department. The Developer must comply with 49 CFR §26 and 43 TAC §9.229, DBE Substitution and Termination, prior to terminating or substituting a DBE. This includes written notification to the DBE and the Department and providing the DBE five days in which to respond to the Developer's or Contractor's reasons for the termination. The Department will not consent to the termination or substitution if the Developer or Contractor cannot demonstrate that the provisions of 49 CFR §26.53 and 43 TAC §9.229, DBE Substitutions and Terminations, have been followed. Terminating a DBE without Department approval is a violation of this Special Provision and can lead to Sanctions.

f. If the Department approves the termination of the DBE Contractor, the Developer or Contractor shall make a good faith effort to replace the terminated DBE Contractor with another DBE, to the extent needed to meet the Agreement goal. The Developer shall submit the applicable Non-Traditional Contract commitment form for the substitute DBE firm(s). The Developer may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

4. Eligibility of DBEs.

a. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted contracts. This Directory is available from the Department's OCR Office. An update of the Directory can be found on the Internet at http://www.txdot.gov.

b. Only DBE firms certified at the time the commitments are submitted are eligible to be included in the information furnished by the Developer as required under this Special Provision.

c. For purposes of the DBE goal on this project, DBEs are only allowed to perform work in the categories of work for which they are certified.

d. Only DBE firms certified at the time of execution of a Contract or subcontract are eligible for DBE goal participation.

5. Determination of DBE Participation.

When a DBE participates in a Contract, only the values of the work actually performed by the DBE, as detailed in 49 CFR §26.55, 43 TAC §9.231, Computing Work Performed by a DBE, 43 TAC §9.232, Commercially Useful Function, 43 TAC §9.233, Commercially Useful Function by DBE Trucking Firm,

and 43 TAC §9.234, Counting Materials or Supplies Provided by DBE Manufacturer or Regular Dealer, shall be counted by the Developer toward the DBE goal.

6. Records and Reports.

a. The Developer shall submit monthly reports, after work begins, on payments to all Contractors both DBE and non-DBE. These reports will be due within 15 days after the end of each calendar month. These reports will be required until all DBE Contracting or material supply activity is completed.

b. The Developer shall submit a final summary report of DBE payments upon completion of the project. The Developer will not receive final payment until this final report has been received and approved by the Department. If the DBE goal requirement is not met, documentation supporting Good Faith Efforts must be submitted.

c. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.

d. Negative reports are required when no activity has occurred in a monthly period.

e. The Developer shall provide copies of Contracts or agreements and other documentation upon request.

f. The Developer must provide a certification of prompt payment, the Prompt Payment Certification Form 2177, to certify that all Contractors and Suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. A completed Prompt Payment Certification Form 2177 must be submitted each month and the month following the month when final acceptance occurred at the end of the project.

g. A copy of all reports submitted to the department and all supporting documentation must be retained for a period of 3 years following completion of the Contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT.

7. Compliance of Developer.

a. To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Developer's efforts to involve DBEs during the performance of this Agreement. This will be accomplished by a review of monthly reports submitted to the Department by the Developer indicating the

Developer's progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

b. The Developer shall receive credit toward the DBE goal based on actual payments to the DBE Contractor. The Developer shall notify the Department if the Developer withholds or reduces payment to any DBE Contractor. The Developer shall submit an affidavit detailing the DBE Contract payments prior to receiving final payment for this Agreement.

c. The Developer's failure to comply with the requirements of this Special Provision shall constitute a material breach of this Agreement. In such a case, the Department reserves the right to terminate this Agreement or seek sanctions under 43 TAC §9.237, Determination of Noncompliance; Sanctions.

B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this Contract as follows:

1. The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for Contracts and Subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported to the Department each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Article A.5, "Determination of DBE Participation."

2. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

EXHIBIT 14

DEVELOPER'S DBE PERFORMANCE PLAN

DBE PLAN

The following, together with appendices, is submitted as an individual Disadvantaged Business Enterprise (DBE) Plan to address the applicable requirements in TxDOT's Disadvantaged Business Enterprise (DBE) Program adopted pursuant to 49 CFR Part 26, 43 Texas Administrative Code §9.201 – §9.242 and the Facility Agreement for North Tarrant Express Segments 3A & 3B ("Agreement"):

1. GOALS

A. Percentage Goals

The goal for DBE participation in the Work required under this Agreement for professional services and construction of the Facility shall be 6% of the total cost of design and other professional services and of the construction of the Facility. Such realistic percentage goal is established to reflect the Developer's good faith effort to employ Disadvantaged Business Enterprises whenever possible in accordance with the regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

2. PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

The principal products and/or services the Developer anticipates subcontracting and identification of DBEs for performance of design work, other professional services and construction will be determined as work progresses and submitted to TxDOT on the DBE commitment agreement form SMS 4901.

3. METHOD FOR DEVELOPING GOALS

The work activities to be self-performed by the Developer's workforce will be identified by human resource managers and project management personnel based on best value assessment of each work activity and labor resource. The Developer's labor and materials sourcing strategy embodies preferences in offering subcontractor-designated work to qualified DBE's, as feasible.

The goals listed herein reflect internal policy objectives and procedures that require a careful review and evaluation process of the services and/or products to be subcontracted. The subcontracting data accumulated by the Developer through our sourcing/evaluation process for this project will be based on an aggressive outreach program targeted at maximizing the utilization of qualified DBE's whenever practicable by using a broad base of resources to identify and source potential DBE's.

4. SOURCES FOR SOLICITATION

The following sources have been identified by the Developer as available resources to locate and solicit appropriate disadvantaged business enterprises and will be utilized as needed:

i. Owner provided subcontractor listings

ii. Texas Unified Certification Program (TUCP) directory

iii. Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA);

iv. The Developer's Internal Vendor Database – created from letters of introduction, pre-qualification documents, and personal interviews with small, small disadvantaged, women-owned, HUB Zone, and service disabled veteran enterprise representatives;

v. ***The Blue Book of Building and Construction***, regional directories of building and construction vendors;

vi. ***MBE Contractor Directory*** – compiled and maintained by the Associated General Contractors of America;

vii. Office of Small and Disadvantaged Business Utilization Specialist;

viii. National Directories
- *National Directory of Women-Owned Businesses*
- *National Directory of Minority-Owned Business Firms*
- *Smoke Signals*
- *The Business Women's Network Directory*
- *National Center of American Indian-Owned Businesses*

ix. Databases
- *Minority Business Development Agency (MBDA)*
- *GSA's Office of Enterprise Development Vendor Profile Database*
- *Databases Established by Various Government Agencies*

x. Publications
- *Small Business Resource Guide*
- *Federal Acquisition Report*
- *Washington Business Journal's Book of Lists*
- *Minorities in Business Daily*
- *Local Newspaper and Trade Publications*

xi. Trade and Professional Associations
- *National Foundation for Women Business Owners (NFWBO)*
- *National Minority Supplier Development Council, Inc.*

- *National Association of Minority Contractors*
- *National Center for American Indian Enterprise Development*
- *National Business League*
- *Latin American Management Association*
- *The National Black Business Council, Inc.*
- *Hispanic Business Professional Women Association*

All subcontractors considered for Invitations to Bid by the Developer, including DBEs, are asked to complete a Prequalification Form. This form is reviewed internally by the Developer to evaluate the following areas of concern such as:

- Quality of services and/or products;
- Pricing structure;
- Delivery schedule;
- Financial stability;
- Safety record;
- Insurance/Bonding information;
- Experience;
- Personnel;
- Equipment.

Additional information, if required, may be obtained from Dun and Bradstreet reports, personal interviews and contact with business references.

5. INVITATION TO BID

Following the identification and prequalification of a potential subcontractor/supplier, an **Invitation to Bid** is formulated and electronically issued to the subcontractor. A log is maintained by the Procurement Department to track the subcontractors contacted and their response. Sample subcontract and/or purchase orders agreements are included with the Invitation as a resource document for the subcontractor's information and pricing consideration. All plans and specifications are made available for review. Applicable addenda to the contract are also transmitted to the subcontractor as necessary.

6. SELECTION PROCESS AND AWARD

The responsive subcontractor quotes are evaluated based on price, qualifications of bid, inclusions/exclusions, Prequalification information, etc. After careful consideration with input from Subcontracting, Estimating, and Management, the Project Team makes a selection of the successful subcontractors for each work scope subcontracted. If a DBE is not selected the reasons for this decision is documented on the vendor log for the particular work order. Appropriate agreements are drafted and forwarded to the subcontractor for execution.

7. PLAN ADMINISTRATION

The following individual will administer the subcontracting program:

NAME: *Angela Berry-Roberson*
DBE Manager

ADDRESS: *NTE Mobility Partners Segments 3 LLC*
9001 Airport Freeway, Suite 600
North Richland Hills, Tx 76180
PHONE: *972-922-0826*
E-MAIL: *aroberson@ferrovial.us*

The specific duties, as they relate to this subcontracting plan, include general overall responsibility for the subcontracting program, and the development, preparation and execution of individual subcontracting plans, and the monitoring of performance relative to the contractual subcontracting requirements contained in this plan including, but not limited to:

- The duties described in Paragraph 4 above.
- Preparing and submitting periodic governmental required subcontracting reports including a monthly DBE Plan assessment report.
- Coordinating activities during compliance reviews by Federal agencies.
- Coordinating activities involving small, small disadvantaged, and women-owned enterprises, as related to the subcontracting program.
- Monitoring attainment of proposed goals.

8. OUTREACH EFFORTS

A. Efforts will be taken to assure that small, small disadvantaged and women-owned business concerns will have an equitable opportunity to compete, along with large businesses, for subcontract work. Outreach efforts will be made through:

i. Contacts with minority and small business trade associations.

ii. Contacts with business development organizations.

iii. Contacts with the TxDOT Office of Civil Rights.

iv. Attendance at SBA or DBE procurement conferences and trade fairs.

v. Mentor-Protégé relationships.

B. Internal efforts will be made to guide and encourage purchasing agents, buyers, etc., to utilize small, small disadvantaged, and women-owned enterprises, as follows:

i. By notifying appropriate internal purchasing agents and buyers of small, small disadvantaged, and women-owned business sources.

ii. By monitoring efforts to achieve the goals of the subcontracting plan.

9. PLANS FOR SUBCONTRACTORS FOR THE DEVELOPER

A. The Developer shall include in all subcontracts subject to this plan the following language in accordance with all applicable FAR regulations:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts and subcontracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DEVELOPER deems appropriate.

The Contractor shall pay the subcontractor or subprovider under this prime contract for satisfactory work performed within ten (10) days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within ten (10) days after satisfactory completion of all the subcontractor's work. Completion of all the subcontractor's work shall include testing, maintenance and other similar periods that are the responsibility of the subcontractor.

SUBCONTRACTOR hereby specifically agrees to be bound and to comply with the subcontracting requirements of the terms and conditions of the Agreement including but not limited to, the requirement that SUBCONTRACTOR, except small business concerns, adopt and comply with a plan similar to this plan and submit such plan for review and acceptance by the DEVELOPER.

10. COMPLIANCE WITH REPORTING REQUIREMENTS

A. The Developer agrees to submit monthly reports and to cooperate in any studies or surveys, as may be required by TxDOT, in order to determine the extent of the compliance by the Owner to achieve the goal of the DBE plan. These reports will be due within 15 days after the end of a calendar month and will be submitted until all DBE subcontracting or material supply activity is completed.

B. The Developer agrees to submit all applicable Standard Forms located on the TxDOT website at www.txdot.state.tx.us/forms

C. To ensure that DBE requirements are complied with, TxDOT will monitor the Developer's efforts by reviewing monthly reports submitted to TxDOT by the Developer indicating progress in achieving the DBE contract goal and by compliance reviews conducted on the project site by TxDOT.

11. RECORDS

A. The Developer agrees to maintain the following types of records to document compliance with the DBE plan:

i. Small, small disadvantaged and women-owned business concern source lists, guides, and the other data identifying these suppliers, subcontractor, etc.

ii. Organizations contacted for providing small and small disadvantaged, women-owned business sources.

iii. Records on each subcontract solicitation resulting in an award showing whether or not small and small disadvantaged business concerns were contacted, and if not, why not; whether or not small and small disadvantaged, women-owned business concerns were contacted, and if not, why not; and, if applicable the reason the award was not made to a small or small disadvantaged business concern.

iv. Records of any outreach efforts to contact trade associations, business development, business development organizations, and conferences and trade fairs, to locate DBEs.

v. Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and performance monitoring to evaluate compliance with program requirements.

vi. Records on a contract-by-contract basis to support award data submitted by the offeror to the government, including name, address, and business size of each subcontractor.

12. TRAINING

The Developer will ensure that all applicable training requirements will be accomplished with each subcontractor through orientation and/or acknowledgement of safety requirements included in all subcontract agreements.

13. EEO

All Federal employment requirements to include EEO, affirmative action, labor, and all other applicable requirements will be posted at project site and reference to these requirements attached to all subcontract agreements.

14. IMPLEMENTATION

In order to effectively implement this plan to the extent consistent with efficient contract performance, The Developer shall perform the following functions:

A. Assist disadvantaged business concerns by arranging solicitations time for the preparation of bids, quantities, specifications and delivery schedules, so as to facilitate the participation of such concerns. Where the lists of potential DBE subcontractors are excessively long, reasonable effort shall be made to give all such business concerns an opportunity to compete over a period of time.

B. Provide adequate and timely consideration of the potentialities of DBE subcontractors in all "make-or-buy" decisions.

C. Counsel and discuss subcontracting opportunities with representatives of DBE's.

D. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as DBE's for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in The Developer's subcontracting plan.

DBE SPECIAL PROVISIONS
FOR NON-TRADITIONAL CONTRACTS
000---___

Disadvantaged Business Enterprise in Federal-Aid Construction

for Non-Traditional Contracts

Description. The purpose of this Special Provision is to carry out the U. S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of DOT assisted contracts and creating a level playing field on which firms owned and controlled by individuals who are determined to be socially and economically disadvantaged can compete fairly for DOT assisted contracts. If the Disadvantaged Business Enterprise (DBE) goal for this Agreement is greater than zero, Article A, "Disadvantaged Business Enterprise in Federal-Aid Construction of this Special Provision shall apply to this Agreement. If there is no DBE goal, Article B, "Race-Neutral DBE Participation", of this Special Provision shall apply to this Agreement.

Article A. Disadvantaged Business Enterprise in Federal-Aid Construction for Non-Traditional Contracts.

1. Policy. In the performance of this Agreement the Developer shall comply with 49 CFR Part 26, the Department's DBE Program, and 43 Texas Administration Code (TAC), Chapter 9, Sections 9.200 – 9.242, as amended. For a conflict between the language of this Special Provision and 49 CFR Part 26, the Department's DBE Program, or 43 Texas Administration Code, Chapter 9, Sections 9.200 – 9.242, as amended, 49 CFR Part 26, the Department's DBE Program, or 43 TAC, Chapter 9, Sections 9.200 – 9.242 as applicable, shall control.

a. Developer, its Contractor and subcontractors must meet the DBE goal set out in the Agreement by obtaining commitments from eligible DBEs or the Developer must show acceptable evidence of Good Faith Efforts to meet the DBE goal.

b. The Developer shall solicit DBEs through reasonable and available means.

c. The Developer, Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Developer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Developer to carry out these requirements is a material breach of this Agreement, that may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

d. The Developer will include this Special Provision in all Contracts entered into by the Developer. The Developer will also require any Contractor to include this Special Provision in any Contract that the Contractor enters into under this Agreement.

e. By signing this Agreement the Developer certifies that the DBE goal as stated in the Agreement will be met by obtaining commitments from eligible DBEs or that the Developer will provide acceptable evidence of good faith effort to meet the commitment within the time frame set out below.

2.Definitions. The definition for terms used in this Provision can be found in Exhibit 1 of this Agreement 49 CFR, Part 26 or 43 TAC §9.202, Definitions. Terms not defined in Exhibit 1 of this Agreement 49 CFR, Part 26, or 43 TAC §9.202 will for the purpose of this Special Provision be defined by the term's common usage.

3. Developer's Responsibilities. These requirements must be satisfied by the Developer. Failure of the Developer to meet these requirements may result in the issuance of Sanctions by the Department.

a. The Developer shall, in consultation with the Department, develop and submit a DBE Performance Plan meeting the requirements set forth in Exhibit 14 to this Agreement, and shall also submit the completed Non-Traditional Contract form for the applicable type of commitment for each DBE that will be used to satisfy the DBE goal, to the extent known at the date of submission of the DBE Performance Plan. The DBE Performance Plan must be submitted to the Department not later than 5:00 p.m. on the 30th business day, excluding national holidays, after the conditional award of this Agreement. The DBE Performance Plan is subject to review, comment and approval by the Department prior to and as a condition of execution of the Agreement.

b. Should the Developer to whom the Agreement is conditionally awarded refuse, neglect or fail to submit an acceptable DBE Performance Plan, the proposal guaranty filed with the bid shall become the property of the state, not as a penalty, but as liquidated damages to the Department.

c. The Developer shall designate a DBE liaison officer who will administer the Developer's DBE program and who will be responsible for all aspects of the Developer's DBE program including maintaining all records and all reporting and correspondence with the Department on DBE issues.

d. A Developer who cannot meet the Agreement goal, in whole or in part, shall make adequate good faith efforts to obtain DBE participation as so stated and defined in 49 CFR Part 26, Appendix A.

e. The Developer and Contractors shall not terminate a DBE without written consent of the Department. The Developer must comply with 49 CFR §26 and 43 TAC §9.229, DBE Substitution and Termination, prior to terminating or substituting a DBE. This includes written notification to the DBE and the

Department and providing the DBE five days in which to respond to the Developer's or Contractor's reasons for the termination. The Department will not consent to the termination or substitution if the Developer or Contractor cannot demonstrate that the provisions of 49 CFR §26.53 and 43 TAC §9.229, DBE Substitutions and Terminations, have been followed. Terminating a DBE without Department approval is a violation of this Special Provision and can lead to Sanctions.

f. If the Department approves the termination of the DBE Contractor, the Developer or Contractor shall make a good faith effort to replace the terminated DBE Contractor with another DBE, to the extent needed to meet the Agreement goal. The Developer shall submit the applicable Non-Traditional Contract commitment form for the substitute DBE firm(s). The Developer may not be allowed to count work on those items being substituted toward the DBE goal prior to approval of the substitution from the Department.

4. Eligibility of DBEs.

a. The Department maintains the Texas Unified Certification Program DBE Directory containing the names of firms that have been certified to be eligible to participate as DBE's on DOT financially assisted contracts. This Directory is available from the Department's OCR Office. An update of the Directory can be found on the Internet at http://www.txdot.gov.

b. Only DBE firms certified at the time the commitments are submitted are eligible to be included in the information furnished by the Developer as required under this Special Provision.

c. For purposes of the DBE goal on this project, DBEs are only allowed to perform work in the categories of work for which they are certified.

d. Only DBE firms certified at the time of execution of a Contract or subcontract are eligible for DBE goal participation.

5. Determination of DBE Participation.

When a DBE participates in a Contract, only the values of the work actually performed by the DBE, as detailed in 49 CFR §26.55, 43 TAC §9.231, Computing Work Performed by a DBE, 43 TAC §9.232, Commercially Useful Function, 43 TAC §9.233, Commercially Useful Function by DBE Trucking Firm, and 43 TAC §9.234, Counting Materials or Supplies Provided by DBE Manufacturer or Regular Dealer, shall be counted by the Developer toward the DBE goal.

6. Records and Reports.

a. The Developer shall submit monthly reports, after work begins, on payments to all Contractors both DBE and non-DBE. These reports will be due within 15 days after the end of each calendar month. These reports will be required until all DBE Contracting or material supply activity is completed.

b. The Developer shall submit a final summary report of DBE payments upon completion of the project. The Developer will not receive final payment until this final report has been received and approved by the Department. If the DBE goal requirement is not met, documentation supporting Good Faith Efforts must be submitted.

c. The Department may verify the amounts being reported as paid to DBEs by requesting copies of cancelled checks paid to DBEs on a random basis. Cancelled checks and invoices should reference the Department's project number.

d. Negative reports are required when no activity has occurred in a monthly period.

e. The Developer shall provide copies of Contracts or agreements and other documentation upon request.

f. The Developer must provide a certification of prompt payment, the Prompt Payment Certification Form 2177, to certify that all Contractors and Suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. A completed Prompt Payment Certification Form 2177 must be submitted each month and the month following the month when final acceptance occurred at the end of the project.

g. A copy of all reports submitted to the department and all supporting documentation must be retained for a period of 3 years following completion of the Contract work, and shall be available at reasonable times and places for inspection by authorized representatives of the Department or the DOT.

7. Compliance of Developer.

a. To ensure that DBE requirements of this DOT assisted contract are complied with, the Department will monitor the Developer's efforts to involve DBEs during the performance of this Agreement. This will be accomplished by a review of monthly reports submitted to the Department by the Developer indicating the Developer's progress in achieving the DBE contract goal, and by compliance reviews conducted on the project site by the Department.

b. The Developer shall receive credit toward the DBE goal based on actual payments to the DBE Contractor. The Developer shall notify the Department if the Developer withholds or reduces payment to any DBE Contractor. The

Developer shall submit an affidavit detailing the DBE Contract payments prior to receiving final payment for this Agreement.

c. The Developer's failure to comply with the requirements of this Special Provision shall constitute a material breach of this Agreement. In such a case, the Department reserves the right to terminate this Agreement or seek sanctions under 43 TAC §9.237, Determination of Noncompliance; Sanctions.

B. Article B. Race-Neutral Disadvantaged Business Enterprise Participation. It is the policy of the DOT that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 Subpart A, be given the opportunity to compete fairly for Contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this Contract as follows:

1. The Contractor will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for Contracts and Subcontractors financed in whole or in part with Federal funds. Race-Neutral DBE and non-DBE HUB participation on projects with no DBE goal shall be reported to the Department each month and at project completion. Payments to DBEs reported on Form SMS.4903 are subject to the requirements of Article A.5, "Determination of DBE Participation."

2. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

SPECIAL PROVISION

009---009
Measurement and Payment

For this project, Item 009, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 9.6. Progress Payments, Section A, Retainage is voided and replaced by the following:

A. Retainage. Retainage will not be withheld on this project.

Article 9.6. Progress Payments, Section B, Payment Provisions for Subcontractors is voided and replaced by the following:

B. Payment Provisions for Subcontractors. For the purposes of this Article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the department. Pay the subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Department and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Department; and
- the work done by the subcontractor has been inspected, approved, and paid by the Department.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.14, "Contractor's Responsibility for Work."

The Department may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

EXHIBIT 15

DEVELOPER'S JOB TRAINING / SMALL BUSINESS MENTORING PLAN

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1. INTRODUCTION

Small businesses are essential to economic competitiveness in the transportation industry. Therefore, the Developer has created a Small Business Mentor-Protégé Program (MPP) to provide opportunities for small businesses to participate in public-private partnerships in the areas of design and construction.

2. DEFINITION OF TERMS

Disadvantaged Business Enterprise. (DBE) - Any business so certified in Accordance with 49 CFR Part 26.

Historically Underutilized Businesses (HUBs) - Any business so certified by the Texas Comptroller of Public Accounts (CPA) or by way of a certification memorandum of agreement the Statewide HUB Program has entered into with TxDOT and other local governments or nonprofit organizations.

Small Business Enterprise (SBE) - Any business certified as a DBE HUB or otherwise so certified by TxDOT.

Developer Mentor (Mentor) - Employees from the Developer.

Developer Protégé (Protégé) - DBE/ HUB/ SBE that sign an agreement with the Developer to participate in the Developer-Small Business MPP.

Session - A series of meetings for the Developer and Small Business Mentors and Protégés.

3. PROGRAM GOALS

The Developer's Small Business MPP provides an opportunity to selected Small Business Enterprises to learn about the Developer's business opportunities and its business practices. Protégés will receive information to assist them in bidding and performing on the Developer's contracts by working directly with the Developer and appropriate subcontractors gaining valuable on-the-job training during a one (1) year mentoring period.

The Small Business MPP will offer participants the opportunity to enhance their business skills by focusing on fundamental construction business tenets:

1. Schedule and scheduling
    a) Short-term and long-term scheduling
    b) How to schedule
    c) Progressing a schedule
    d) Keeping on schedule
    e) Identifying and applying appropriate resources
    f) Schedule recovery
2. Creating a cost budget and measuring costs
    a) Establishing a budget with appropriate cost codes
    b) Monitoring the budget by conducting weekly review of cost reports
    c) Anticipating necessary changes to the budget
    d) Adjusting the budget
    e) Identifying changed conditions
3. Measuring cash flow and profitability
    a) Cash in vs. Cash out
    b) Relationship of cash flow to profitability
4. Understanding the role of bonds and insurance
5. Clarifications to the contract documents, when requested by the Protégé
6. Human resources
7. Project safety

The Developer will introduce the Protégés to key Developer staff and to TxDOT's project staff and provide networking opportunities with those individuals. Developer Mentors, in collaboration with the Developer's staff, subcontractors, bonding agents, and other applicable parties, will meet with the Protégés during regularly scheduled meetings and will work individually with the Protégés as needed to achieve program goals. The Developer will publish Developer Bulletins that identify the firms participating in the MPP in order to improve awareness of the program and to achieve program goals.

4. ELIGIBILITY

To be eligible for the program, the small business must have been certified by the State of Texas as a DBE, HUB, or SBE for at least one consecutive year and must perform a category of work or supply a type of material that adds value to the project (e.g., design services, concrete supplier, rebar tier).

Firms interested in participating in the program must submit a Small Business Mentor-Protégé application to the Developer. The Developer will offer participation in the program to each DBE, HUB, or SBE that has an active role in the project, and will endeavor to maintain a minimum of five (5) active participants at any one time during the design and construction phase of the project. A total of two (2) active participants will be mentored during the operation and maintenance period after Service Commencement. The actual number of Protégés participating in the program will depend on the total number of candidate firms working on the project that express interest in the program.

Once selected by the Developer, the Protégé must sign a Mentor-Protégé agreement (to be developed by Developer) to commit the necessary time and efforts needed for the successful training. This is a voluntary program and either party may withdraw at any time by providing written notice outlining the reason for withdrawal from the program (a courtesy copy will be provided to TxDOT). Upon completion of the one year program, the Developer will provide each Protégé with a Certificate of Completion.

5. PUBLIC OUTREACH

The Developer has identified the following list of available resources to locate and solicit DBEs, HUBs, and SBEs:

I. Owner provided subcontractor listings

II. Texas Unified Certification Program (TUCP) Directory, TxDOT's SBE Directory, or CPA's HUB Director;

III. Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA);

IV. The Developer's Internal Vendor Database; created from letters of introduction, pre-qualification documents, and personal interviews with small, small disadvantaged, women-owned, HUB Zone, and service disabled veteran enterprise representatives;

V. The Blue Book of Building and Construction, regional directories of building and construction vendors;

VI. MBE Contractor Directory; compiled and maintained by the Associated General Contractors of America;

VII. Office of Small and Disadvantaged Business Utilization Specialist;

VIII. National Directories

- National Directory of Women-Owned Businesses
- National Directory of Minority-Owned Business Firms
- Smoke Signals
- The Business Women's Network Directory
- National Center of American Indian-Owned Businesses

IX. Databases

- Minority Business Development Agency (MBDA)
- GSA's Office of Enterprise Development Vendor Profile Database
- Databases Established by Various Government Agencies

X. Publications

- Small Business Resource Guide
- Federal Acquisition Report
- Washington Business Journal's Book of Lists
- Minorities in Business Daily
- Local Newspaper and Trade Publications

XI. Trade and Professional Associations

- National Foundation for Women Business Owners (NFWBO)
- National Minority Supplier Development Council, Inc.
- National Association of Minority Contractors
- National Center for American Indian Enterprise Development
- National Business League
- Latin American Management Association
- The National Black Business Council, Inc.
- Hispanic Business Professional Women Association

6. PROGRAM APPROACH AND TOPICS

The Developer Small Business MPP aims to provide effective mentoring to the DBEs/HUBs/SBEs that have already been selected as subcontractors for the project. The

Developer will make best efforts to mentor the Protégés while the Protégés are working on the project, attending project meetings, and participating in project discussions, allowing Protégés to gain an understanding of the conduct of project operations and receive one-on-one training opportunities. The intent of this approach is to provide actual project experience to the Protégés, and to assist them to successfully compete for prime contract and subcontract awards by improving their experience and reputation among developers and contractors.

Each Protégé will be invited to participate in project meetings through which the Protégé will gain practical experience related to project operations. Meeting topics may include planning strategies, schedule reviews, budgeting and cost tracking, subcontractor interface coordination, insurance, bonding, safety (including safety task assessments), celebratory events, and quality reviews. The various meetings are held either at the project office or at the particular field site, as applicable.

This approach will provide the Protégé with practical, hands-on project operations experience.

7. PARTICIPANT RESPONSIBILITIES AND REPORTING

A. Protégé:

The Protégés are responsible for complying with the Mentor-Protégé Agreement, as described below:

- Attend and be on-time for all meetings related to the Program.
- Perform assignments given by the Mentor.
- Hold the Developer, including its employees, or agents harmless from any claim, suit, action, or demand of Protégé or Protégé's creditors, or any other person arising out of the Mentor-Protégé Agreement.

B. Mentor

A Developer Mentor is assigned to each Protégé and will perform the mentoring activities described in this Program plan. The Mentor is responsible to ensure that the Protégé receives and understands the information presented during the meetings. The Mentor will have regular contact with each Protégé to respond to any questions that the Protégés may have regarding the Program.

The Mentor will complete a monthly report for each Protégé that outlines topics covered, progress towards completion, and recommended future training. The Mentor will submit each monthly report to the Developer's DBE Liaison Manager and TxDOT by the 10th working day of the following month.

EXHIBIT 16

CAPACITY IMPROVEMENTS, FACILITY EXTENSIONS AND TECHNOLOGY ENHANCEMENTS

A. Capacity Improvements

This Part A sets forth the criteria, requirements and provisions in respect of Capacity Improvements.

1. GP Capacity Improvements

1.1 Developer's Scope of Work

1.1.1 The GP Capacity Improvements (including any portions thereof) are part of the mandatory scope of Developer's Work and obligations respecting the Project, on and subject to the terms and conditions of this Agreement, including those set forth in Exhibit 7 to the Agreement and this Exhibit 16. In the event that the Developer is required to implement only a portion of the GP Capacity Improvements, as and to the extent permitted hereunder, references in this Exhibit 16 to the implementation and construction of such GP Capacity Improvements shall be deemed to be references to such portions, unless the context otherwise requires.

1.1.2 Notwithstanding the foregoing, if a partial termination occurs pursuant to Section 19.14 of the Agreement, then the 3B Ultimate Capacity Improvement shall thereupon cease to be within the scope of Developer's Work and TxDOT shall have no right or obligation to have Developer design, construct, operate or maintain the 3B Ultimate Capacity Improvement, whether by Change Order, Directive Letter or otherwise.

1.2 Notices and Schedule for Delivery of GP Capacity Improvements

1.2.1 Developer shall design, build and achieve Service Commencement for the GP Capacity Improvements (or portions thereof), subject to the following conditions precedent:

(a) TxDOT takes such actions on its part set forth in Section 1.3 below that are necessary to enable Developer to carry out Developer's procurement and selection of the GP Capacity Improvements Design-Build Contractor as provided in Section 1.3 below, and TxDOT approves the price for the GP Capacity Improvements Design-Build Contract;

(b) TxDOT issues NTP GP not later than a date that enables the originally scheduled Service Commencement Date under the GP Capacity Improvements Design-Build Contract to occur before a Service Commencement Deadline of December 31, 2030, provided that this condition precedent is subject to change as provided in Section 1.2.2 below;

(c) TxDOT makes the deposit respecting the GP Public Funds Amount with the trustee under the Facility Trust Agreement required under Part D, Section 2.1 of Exhibit 7; and

(d) TxDOT shall have obtained all approvals required under NEPA in respect of the GP Capacity Improvements and shall have procured, at its own cost and expense, all Facility Right of Way required in respect of the implementation of the GP Capacity Improvements.

1.2.2 Developer shall achieve Service Commencement for the GP Capacity Improvements by not later than December 31, 2030; provided that the conditions precedent set forth in Section 1.2.1 above are satisfied not later than a date that enables the originally scheduled Service Commencement Date under the GP Capacity Improvements Design-Build Contract to occur on or before a Service Commencement Deadline of December 31, 2030. Such December 31, 2030 Service Commencement Deadline shall be extended day for day by any TxDOT delay in satisfying the conditions precedent set forth in Section 1.2.1 above beyond the date that enables the originally scheduled Service Commencement Date under the GP Capacity Improvements Design-Build Contract to occur on December 31, 2030.

1.2.3 TxDOT may require an earlier or later Service Commencement Deadline for the GP Capacity Improvements by satisfying the conditions precedent set forth in Section 1.2.1 above earlier or later than contemplated for a December 31, 2030 Service Commencement Deadline.

1.2.4 In the Notice to Commence Design-Build Procurement, TxDOT shall preliminarily indicate the Service Commencement Deadline for the GP Capacity Improvements. During the course of the procurement of the GP Capacity Improvements Design-Build Contractor, TxDOT will receive and consider input and recommendations from Developer and proposers regarding the preliminary Service Commencement Deadline for the GP Capacity Improvements. TxDOT will then set the Service Commencement Deadline for the GP Capacity Improvements, expressed as a number of days after satisfaction of the conditions precedent set forth in Section 1.2.1 above, Developer shall incorporate such Service Commencement Deadline into the terms and conditions of the final form of GP Capacity Improvements Design-Build Contract presented to proposers prior to submission of proposals, and shall be obligated to achieve Service Commencement for the GP Capacity Improvements by such Service Commencement Deadline.

1.2.5 In the Notice to Commence Design-Build Procurement, TxDOT shall request that Developer commence the procurement process set forth in Section 1.3 below and shall designate all or any portion of the GP Capacity Improvements to be designed and constructed. If TxDOT designates less than the entirety of the GP Capacity Improvements, then TxDOT shall have the right to issue a Notice to Commence Design-Build Procurement for any other portion or the remainder of the GP Capacity Improvements at any later time or times; and in each such case all references in this Section 1 to "GP Capacity Improvements" shall be read in context to mean the 3A Ultimate Capacity Improvement or the 3B Ultimate Capacity Improvement, or portion thereof, as the case may be.

1.3 Procurement of GP Capacity Improvements Design-Build Contract

1.3.1 TxDOT shall request Developer to procure the GP Capacity Improvements Design-Build Contractor by issuing to Developer a Notice to Commence Design-Build Procurement. Within the number of days set forth below after TxDOT delivers to Developer a Notice to Commence Design-Build Procurement, and before Developer commences a competitive procurement of the GP Capacity Improvements Design-Build Contractor for the final design and construction of the GP Capacity Improvements, it shall submit to TxDOT:

(a) The proposed form of GP Capacity Improvements Design-Build Contract (within 60 days);

(b) A list of not less than five nor more than seven design-build contractors that Developer recommends be invited to submit qualifications for designing and constructing the GP Capacity Improvements, of which no more than one may be an Affiliate, together with brief explanations of the reasons Developer believes each is potentially qualified for such Work (within 30 days);

(c) A detailed proposal for the method to conduct a competitive procurement of the GP Capacity Improvements Design-Build Contract, consistent with Section 1.3.3 below (within 60 days);

(d) A proposed reasonable, logic-driven preliminary schedule for Developer to procure and select the GP Capacity Improvements Design-Build Contractor, with a non-binding target not exceeding six months from TxDOT's approval under Section 1.3.2 below, and proposed key deadlines for performing and completing the GP Capacity Improvements, including deadlines for commencement of construction, Service Commencement and Final Acceptance of the GP Capacity Improvements (within 60 days);

(e) Proposed per diem liquidated damages to TxDOT for failure to achieve the Service Commencement Deadline or deadline for Final Acceptance of the GP Capacity Improvements, which shall be reasonably related to the per diem damages TxDOT will suffer as a result of such failure, with the level of liquidated damages under Section 17.4.1 and Exhibit 18 of the Agreement, as inflated due the changes in the CPI, serving as a non-binding guide for what may be reasonable (within 30 days);

(f) A proposed long stop date for the GP Capacity Improvements, with the 18-month period set forth in Exhibit 9 to this Agreement serving as a non-binding guide for what may be reasonable for Work comparable in type, size and scope to the Segment 3B Facility Segment (within 60 days);

(g) Proposed terms and conditions for lane rentals and traffic maintenance during construction of the GP Capacity Improvements, consistent with the approach to lane rentals and traffic maintenance under the FA Documents. The proposed terms and conditions shall balance the potential increase in the pricing for the GP Capacity Improvements design and construction due to lane rentals against the need to maintain

reasonable levels of service and mitigate congestion on the Facility and Related Transportation Facilities during such construction (within 60 days);

(h) Proposed insurance amounts and coverages, consistent with the terms and conditions for insurance amounts and coverages set forth in Section 16.1 and Exhibit 17 of the Agreement (within 30 days); and

(i) Proposed forms and amounts of P&P Bonds or a P&P Letter of Credit, consistent with then applicable Law, with the forms and amounts, as inflated due to the changes in the CPI, established for the Segment 3B Facility Segment serving as a non-binding guide for what may be reasonable for Work comparable in price to the Segment 3B Facility Segment (within 60 days).

1.3.2 At either Party's request, the Parties shall meet and confer to discuss the proposals, documents and information submitted and the potential impact of the same, or changes to the same, on pricing and scheduling of the GP Capacity Improvements. The list of design-build contractors, procurement and selection schedule, preliminary design schedule, deadlines for commencement of construction, Service Commencement and Final Acceptance, the liquidated damages for failure to achieve the Service Commencement Deadline or deadline for Final Acceptance, the long stop date, the insurance amounts and coverages, and the forms and amounts of the P&P Bonds or a P&P Letter of Credit shall be subject to TxDOT's prior written approval in its good faith discretion, taking into consideration the non-binding target and guides described in Section 1.3.1 above and based on the comparable parameters set forth in the Agreement, to the extent applicable. Without limiting the foregoing, TxDOT shall have the right to remove firms from Developer's list of design-build contractors, except for the Affiliate (if any) unless it is not qualified for the work. TxDOT shall issue its list of design-build contractors to be removed and determination of the foregoing terms and conditions within 30 days after TxDOT receives a complete Submittal from Developer. If TxDOT's removal of firms from the list reduces the list to less than five design-build contractors, Developer shall submit to TxDOT within 15 days thereafter names of additional design-build contractors, together with brief explanations of the reasons Developer believes each is potentially qualified for such Work, to expand the list to from five to seven firms. TxDOT shall have the right to remove newly listed firms. The Parties shall continue this process until an approved list of at least five design-build contractors is achieved.

1.3.3 Promptly after the list of design-build contractors is finalized and the terms and conditions of the procurement are determined in accordance with Section 1.3.2, Developer shall commence and thereafter diligently conduct a competitive procurement to procure the GP Capacity Improvements Design-Build Contractor. The method for Developer to conduct a competitive procurement of the GP Capacity Improvements Design-Build Contractor shall incorporate, and be consistent with, the following terms and conditions.

(a) Developer shall procure the GP Capacity Improvements Design-Build Contractor through an open, competitive procurement. Developer shall conduct the procurement such that no firm receives an unfair competitive advantage.

(b) Developer shall solicit qualifications via a request for qualifications, in form and content approved by TxDOT. Financial qualifications, experience of the design-build contractor and its proposed Key Personnel for the GP Capacity Improvements design and construction, and technical capability shall be the primary evaluation factors.

(c) Developer shall recommend at least three proposers for short-listing, and shall recommend more if their evaluation and scoring fall within a reasonable competitive range. Recommendations shall be subject to TxDOT's approval. Developer shall make all evaluation notes and scoring available to TxDOT for review.

(d) No later than commencement of the solicitation of proposals from the short-listed design-build contractors, Developer shall make readily available to each of them the preliminary design and drawings for the GP Capacity Improvements at the level TxDOT has approved pursuant to Section 1.5.1 below.

(e) Developer shall implement all necessary measures to assure that any proposer that is an Affiliate of Developer receives no more relevant information than is contemporaneously made available to all other proposers on an equal basis; and evaluation and scoring of such an Affiliate shall be on same basis as all other proposers. Developer shall document such measures and make such documentation available to TxDOT upon request.

(f) Developer shall solicit fixed price, lump sum proposals from the shortlisted proposers via a request for proposals, in form and content approved by TxDOT. The request for proposals shall include the final form of the GP Capacity Improvements Design-Build Contract. It shall set forth risk allocations consistent with the risk allocations in the FA Documents.

(g) Developer shall require that all proposals include a proposed Schedule of Values for all Payment Activities for the GP Capacity Improvements and a monthly draw down schedule. The provisions of Part C, Section 2 of Exhibit 7 shall apply, *mutatis mutandi*, to such Schedule of Values.

(h) During the course of the procurement of the GP Capacity Improvements Design-Build Contractor, the Parties shall consider and evaluate comments, questions and requests made by proposers, and Developer will make recommendations regarding the same that shall be subject to TxDOT's approval.

(i) Eighty percent (80%) of the scoring shall be allocated to the net present value (at a discount rate prescribed by TxDOT) of the draw down schedule although the financial ability to comply with the proposed terms of the GP Capacity Improvements Design-Build Contract shall be evaluated on a "pass-fail" basis. The technical evaluation shall include "pass-fail" criteria as well as scoring criteria. The evaluation procedures, evaluation criteria and scoring methodology shall be subject to TxDOT's approval. Developer shall conduct the evaluations and scoring and make

a recommendation for selection to TxDOT. The recommendation shall be subject to TxDOT's approval, and TxDOT shall approve so long as (i) there appear to be no material irregularities in the conduct of the procurement or in the evaluation and scoring of the responsive proposals, and (ii) TxDOT, in its sole discretion, accepts the pricing. Developer shall make all evaluation notes and scoring available to TxDOT for review. If TxDOT does not disapprove the selection within 30 days after TxDOT receives in writing Developer's recommendation together with all proposals and all evaluation notes and scoring, then Developer's recommendation for selection shall be deemed approved; provided that no deemed approval shall preclude TxDOT from exercising its rights under Section 1.4 below.

(j) Developer shall inform all proposers in writing that Developer retains the right to cancel its procurement without fee, charge or penalty in the event pricing is not acceptable to TxDOT or TxDOT decides for any other reason not to proceed with the GP Capacity Improvements.

(k) If TxDOT in its sole discretion accepts the pricing and issues an NTP GP following Developer's recommendation under clause (i) above, Developer shall promptly enter into the Capacity Improvements Design-Build Contract with the winning proposer.

1.3.4 Any Dispute regarding TxDOT's approval or disapproval under this Section 1.3, except for matters within the sole discretion of TxDOT, shall be resolved according to the Dispute Resolution Procedures. TxDOT's failure to render an approval or disapproval required by this Section 1.3, if not deemed to be one or the other, shall excuse Developer from further action that is dependent on TxDOT's approval or disapproval until such time as TxDOT cures such failure.

1.3.5 For the avoidance of doubt, if Developer follows the procedures required under Section 1.3 and is unable to procure any GP Capacity Improvement Design-Build Contract or GP Capacity Improvement Design-Build Contractor, such circumstance shall not constitute a Developer Default.

1.3.6 Nothing in this Section 1.3 is intended or shall be construed as an appointment or approval of Developer as an agent of TxDOT for the purpose of procuring or entering into a GP Capacity Improvements Design-Build Contract. The sole purpose of this Section 1.3 is to provide TxDOT with the most competitive pricing available for GP Capacity Improvements design and construction from well-qualified and experienced design-build contractors capable of meeting the obligations related to the GP Capacity Improvements hereunder in accordance with the terms of the Agreement. Developer and the selected Design-Build Contractor shall be the sole parties to the GP Capacity Improvements Design-Build Contract, and TxDOT shall owe no obligations to, and shall have no contractual relationship with, the GP Capacity Improvements Design-Build Contractor.

1.3.7 If TxDOT indicates that the GP Capacity Improvements are to be funded with federal-aid funds or are to be eligible for federal-aid funding, then Developer shall conduct such procurement in compliance with all applicable federal Laws

pertaining to procurement and contracting, which shall prevail in the case of any irreconcilable conflict between such Laws and the provisions of this Section 1.3.

1.4 Election to Discontinue or Revise

1.4.1 If the design-build price of the winning proposer is not acceptable to TxDOT in its sole discretion, or if the estimate or calculation of any other portion of the GP Public Funds Amount is unacceptable to TxDOT in its sole discretion, and TxDOT has not yet issued a NTP GP, then TxDOT may elect to discontinue efforts at that time to build the GP Capacity Improvements, or may revise the scope, terms and conditions and have Developer request revised design-build proposals in accordance with the applicable terms and procedures under Section 1.3 above.

1.4.2 If TxDOT elects to discontinue efforts at that time, it shall reimburse Developer for its reasonable costs incurred to prepare the preliminary design as required under Section 1.5.1 below and to conduct the competitive procurement as required under Section 1.3 above. TxDOT shall pay such reimbursement to Developer not later than 30 days after TxDOT elects to discontinue its efforts and receives from Developer documentation, in form reasonably required by TxDOT, of the costs incurred. TxDOT shall own all right, title and interest in and to the preliminary design upon such payment. Discontinuation shall not preclude TxDOT from issuing a new Notice to Commence Design-Build Procurement at any later date in accordance with the terms hereof.

1.5 Terms Applicable to GP Capacity Improvements

Except to the extent otherwise expressly set forth therein, the provisions in the Agreement and the other FA Documents relating to amendment of the Lease and Memorandum of Lease, Design Work, Construction Work and GP Capacity Improvements Design-Build Contractor, including the mandatory terms and provisions of Contracts set forth in Sections 10.2.3, 10.3.2 and 10.3.3 of the Agreement, shall apply, *mutatis mutandi*, as appropriate in the circumstances to the GP Capacity Improvements, GP Capacity Improvements Design-Build Contractor and GP Capacity Improvements Design-Build Contract, subject to the following provisions.

1.5.1 Any deviations in the form and content of the GP Capacity Improvements Design-Build Contract from the foregoing requirements, whether during the procurement or after selection and prior to execution, shall be subject to TxDOT's prior written approval in its sole discretion. Such approval may take the form of TxDOT's general written approval of the GP Capacity Improvements Design-Build Contract at the time TxDOT accepts the pricing thereunder and issues an NTP GP pursuant to Section 1.3.3(k).

1.5.2 Developer shall be responsible, subject to its right for reimbursement, for furnishing the design of the GP Capacity Improvements consistent with the design for the Facility, and for furnishing the level of preliminary design and drawings that TxDOT approves as necessary and sufficient to enable proposers for the GP Capacity Improvements Design-Build Contract to efficiently price their proposals for the GP Capacity Improvements Design-Build Contract.

1.5.3 TxDOT shall be responsible for the acquisition of Facility Right of Way required for the GP Capacity Improvements. Developer shall have no responsibility for acquisition of Facility Right of Way required for the GP Capacity Improvements, but shall cooperate and coordinate with TxDOT as reasonably requested to facilitate TxDOT's acquisition thereof. Deadlines under the schedule for the GP Capacity Improvements design and construction shall be subject to (a) TxDOT's approval so that they take into account time periods TxDOT determines it will require to make available parcels to be acquired, and (b) extensions for TxDOT delays in making available such parcels that affect the Critical Path. For this purpose, "make available" and "making available" have the same meaning as set forth in clause (c) of the definition of TxDOT-Caused Delay.

1.5.4 For the avoidance of doubt, the Milestone Schedule does not apply to GP Capacity Improvements. Instead, the Parties shall reasonably approve a separate Milestone Schedule consistent with the deadline to achieve Service Commencement for the GP Capacity Improvements established pursuant to Section 1.2.5 above.

1.5.5 The GP Capacity Improvements Design-Build Contract shall contain a provision limiting cumulative progress or other payments at any given time to not more than the cumulative amount set forth in the draw down schedule included in the proposal described in Section 1.3.3(g) above.

1.5.6 Certain provisions in the Agreement and FA Documents may be adjusted, as provided in Sections 1.3.1 and 1.3.2 above.

1.6 Compensation for GP Capacity Improvements

TxDOT shall compensate Developer for the GP Capacity Improvements on the terms and conditions set forth in Part D of Exhibit 7.

1.7 No TxDOT Liability

The decision to issue or not to issue a Notice to Commence Design-Build Procurement or a NTP GP shall be made by TxDOT in its sole discretion. The failure by TxDOT to issue a Notice to Commence Design-Build Procurement or a NTP GP shall not be a TxDOT Default, shall not be treated as a Compensation Event or Relief Event, and shall not otherwise entitle Developer to any Claim against TxDOT for compensation or any other relief.

1.8. Traffic Flow Monitoring

1.8.1 Before Service Commencement of each of Segment 3A and Segment 3B, Developer shall install and maintain continuous electronic devices capable of measuring vehicle speeds and traffic volume at approximately 1/2 mile intervals (each a "Measuring Point") along the Facility on the General Purpose Lanes adjacent to Segments 3A and 3B (it being understood that no such measuring shall be required in respect of the IH 35W/IH 820 interchange or any Additional Ultimate Capacity Improvement) in accordance with the Technical Provisions. For the avoidance of doubt, the minimum number of Measuring Points per direction in the General Purpose Lanes adjacent to Segment 3A shall be 13, and

the minimum number of Measuring Points in the General Purpose Lanes adjacent to Segment 3B shall be 9.

1.8.2 Developer shall use data generated by the electronic devices described in Section 1.8.1 above to derive GP Hourly Average Speeds in miles per hour and traffic volume for the General Purpose Lanes on each segment and each direction.

1.8.3 In the event that one or more of the electronic devices installed at the Measuring Points stops recording data or incorrectly records data during any 30 minute period or longer for each hour on any day, then the data for the affected hour(s) shall be disregarded and replaced with the data obtained by such electronic devices during the same hour(s) for the same day during the immediately preceding week. If there is no data available for such hour(s) on the immediately preceding week, then the data obtained by such electronic devices for the same hour(s) for the same day during the week prior to such immediately preceding week shall be used. If no data is available for such week, then the data obtained by such electronic devices for the same hour(s) for the same day for the latest available week shall be used. Notwithstanding anything to the contrary herein, in no event shall any hour affected by the occurrence of Incidents, weather conditions or events or activities that temporarily decrease speeds (including the implementation of any Capacity Improvements and any other events or activities related to the construction or operation of free roads, connecting roads, service roads, frontage roads, turnpikes, managed lanes, HOT/HOV lanes, light rail, freight rail, bus lanes, or other transportation facilities by TxDOT or any other Person that, directly or indirectly, temporarily decrease speeds) be included in the calculations of GP Hourly Average Speeds or traffic volume.

1.8.4 From and after the Service Commencement Date for each Facility Segment (excluding GP Capacity Improvements), Developer shall measure daily and report monthly to TxDOT the GP Hourly Average Speeds and traffic volume for each day of the month. Developer shall submit each such report no later than the 15th day of the following month.

1.8.5 In addition, Developer shall deliver to TxDOT, by January 30 of each year, an annual report of the GP Hourly Average Speeds and traffic volume for the prior year. Developer shall present in its annual report (a) a summary of the number of Hourly Average Speeds under 60 mph; under 50 mph; under 40 mph and under 35 mph for each month of the prior calendar year, and (b) trend-lines for Hourly Average Speeds and traffic volume.

1.8.6 Developer shall have the accuracy of the reports for the previous year verified by a traffic and revenue consultant reasonably approved by TxDOT.

1.8.7 TxDOT will use the data in the monthly and annual reports for its planning purposes and in deciding when (if at all) to issue Notice to Commence Design-Build Procurement.

2. Other Capacity Improvements

2.1 Scope

The rights and obligations of the Parties to design and construct the Additional Ultimate Capacity Improvements and any other Capacity Improvements, except for the GP Capacity Improvements, are set forth in this Section 2. Nothing in this Section 2 shall be deemed to apply to the GP Capacity Improvements.

2.2 Design and Construction

2.2.1 TxDOT shall have the right to develop a Capacity Improvement at any time or times in accordance with the terms of this Section 2.2. TxDOT may elect to:

(a) Require Developer to design and construct the Capacity Improvement through the Change Order or Directive Letter provisions of the Agreement, as provided in Section 14.1 of the Agreement, subject, however, to TxDOT's rights under Sections 2.2.4(a) and 2.4.2 below; or

(b) Procure design and/or construction agreements to develop the Capacity Improvement through a request for proposals, invitation for bids or any other procurement process it deems appropriate.

2.2.2 Developer shall have no right to perform design or construction work for such Capacity Improvements unless TxDOT elects to issue a Change Order or Directive Letter for such Work.

2.2.3 If any Capacity Improvements are developed by TxDOT other than pursuant to a Change Order or Directive Letter, then:

(a) Such Capacity Improvements shall be designed and constructed in accordance with TxDOT's Standard Specifications for the TxDOT Works;

(b) The provisions in the Agreement and the other FA Documents relating to the TxDOT Works (including, without limitation, with respect to the conditions for TxDOT Substantial Completion) shall apply, *mutatis mutandi*, as appropriate in the circumstances to such Capacity Improvements, provided that nothing in the Milestone Schedule, and no provisions regarding a deadline for Substantial Completion, long stop date or partial termination, shall apply;

(c) TxDOT shall deliver to Developer, at least 180 days prior to the commencement of construction of such Capacity Improvement, a written notice defining in reasonable detail the scope of the construction works and a related construction schedule;

(d) TxDOT shall use reasonable efforts to minimize impacts to the Managed Lanes during construction, in each case in a manner consistent with the arrangements agreed between Developer and TxDOT with respect to the Segment 3B Facility Segment as set forth in the Agreement;

(e) TxDOT shall notify the Developer at least 90 days prior to Substantial Completion of such Capacity Improvements;

(f) Developer shall cooperate with TxDOT and its contractors and provide such information regarding the Facility, including maintenance records, as

reasonably requested by TxDOT in connection with the implementation of such Capacity Improvement; and

(g) In the case of the Additional Ultimate Capacity Improvements, TxDOT shall substantially complete the same on or before 48 months after delivery to Developer of the written notice pursuant to clause (c) above.

2.2.4 If any Capacity Improvements are developed pursuant to a Change Order or Directive Letter, then provisions in the Agreement and the other FA Documents relating to Design Work and Construction Work shall apply, *mutatis mutandi*, as appropriate in the circumstances to such Capacity Improvements, subject to the following provisions.

(a) TxDOT shall have the right, but not the obligation, to apply the provisions of Section 1.3 above to Developer's procurement and selection of a design-build contractor for the Design Work and Construction Work for such Capacity Improvements. If TxDOT exercises such right, then (i) the terms set forth in Section 1.4 above (concerning discontinuation or revision) shall apply to such Capacity Improvements, and (ii) Developer shall be responsible for furnishing the level of preliminary design and drawings that TxDOT approves as necessary and sufficient to enable proposers for the design-build Contract for such Capacity Improvements to efficiently price their proposals, subject to the same reimbursement rights afforded to the Developer in respect of the GP Capacity Improvements.

(b) Developer shall be responsible for furnishing the design of the Capacity Improvements consistent with the design for the Facility.

(c) TxDOT shall be responsible for the acquisition of Facility Right of Way required for the GP Capacity Improvements. Developer shall have no responsibility for acquisition of Facility Right of Way required for the Capacity Improvements, but shall cooperate and coordinate with TxDOT as reasonably requested to facilitate TxDOT's acquisition thereof. Deadlines under the schedule for the Capacity Improvements design and construction shall be subject to (i) TxDOT's approval so that they take into account time periods TxDOT determines it will require to make available parcels to be acquired, and (ii) extensions for TxDOT delays in making available such parcels that affect the Critical Path. For this purpose, "make available" and "making available" have the same meaning as set forth in clause (c) of the definition of TxDOT-Caused Delay.

(d) For the avoidance of doubt, the Milestone Schedule does not apply to Capacity Improvements.

2.3 Operations and Maintenance

Developer shall be responsible for O&M Work for the Capacity Improvements commencing on the date of Substantial Completion for such Capacity Improvements.

2.4 Compensation

2.4.1 In the event TxDOT exercises its right to develop a Capacity Improvement under this Section 2, design and construction of such Capacity Improvement shall be at TxDOT's sole cost and expense.

2.4.2 If any such Capacity Improvements are developed pursuant to a Change Order or Directive Letter, then, Developer shall be entitled to compensation for Developer's reasonable cost of the Design Work and Construction Work, as determined according to the procedures set forth in Section 14.1 of the Agreement. If, however, TxDOT exercises its right under Section 2.2.4(a) above, then the pricing for the Design Work and Construction Work for such Capacity Improvements shall be determined in the same manner as provided for Component A in Part D of Exhibit 7, in lieu of the procedures for pricing the Change Order set forth in Section 14.1 of the Agreement.

2.4.3 Developer's right to compensation for any revenue impacts or any impacts to the cost of O&M Work in respect of the Capacity Improvements, both during the Construction Work and thereafter, are as follows:

(a) Developer shall have no right to any such compensation respecting the Additional Ultimate Capacity Improvements, whether developed pursuant to Section 2.2.1(a) or 2.2.1(b) above, except as otherwise provided with respect to Compensation Event (r);

(b) Developer's right to any such compensation respecting Capacity Improvements that are Unplanned Revenue Impacting Facilities shall be as set forth in Section 11.3 of the Agreement; and

(c) Developer shall have the right to such compensation respecting Capacity Improvements other than the Additional Ultimate Capacity Improvements and Capacity Improvements that are Unplanned Revenue Impacting Facilities, in accordance with Section 14.1 of the Agreement if TxDOT develops the same pursuant to Section 2.2.1(a) above, and in accordance with Section 13 of the Agreement if TxDOT develops the same pursuant to Section 2.2.1(b) above.

2.4.4 The provisions of this Section 2.4 supersede any contrary provisions in Section 14.1.3 of the Agreement.

3. Exceptions

Developer shall have no obligation to undertake a Capacity Improvement pursuant to Section 1 or 2 above if the same is subject to obtaining a separate record of decision or other separate action thereon under NEPA and a no action alternative is selected for which no further NEPA Approval or other approval is required.

B. Facility Extensions

No Facility Extensions are required.

C. Technology Enhancements

Developer shall have no obligation to undertake Technology Enhancements during the last 15 years of the Term in the following circumstances:

(a) The costs incurred to implement such Technology Enhancements cannot be reasonably recovered (including a reasonable rate of return on equity invested) over the remaining Term;

(b) Developer submits to TxDOT a reasonable analysis demonstrating item (a) above, and setting forth reasonably detailed cost and financial information for such Technology Enhancements, including information on cost subsidies from TxDOT; and

(c) Developer does not receive from TxDOT, within 60 days after TxDOT receives such analysis, written notice under which TxDOT commits to subsidize such cost, to the extent necessary to enable Developer to recover such costs (including a reasonable rate of return on equity invested). TxDOT's commitment to subsidize such cost may take the form of a commitment to pay as costs of such improvements are incurred or to pay an upfront lump sum payment, in either case to the extent necessary to enable Developer to realize a reasonable rate of return on its own additional equity invested.

EXHIBIT 17

INSURANCE COVERAGE REQUIREMENTS

1. Builder's Risk Insurance During Construction

At all times during the period from the Operating Commencement Date until the last Service Commencement Date and during any other period in which other construction work is in progress during the Operating Period (including elements of initial construction not required to be constructed as part of achieving Substantial Completion, unless covered by property insurance pursuant to Section 2 of this Exhibit 17), Developer shall, or shall require the Design-Build Contractor, to procure and keep in force a policy of builder's risk insurance for the Facility except for the TxDOT Works as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the portions or elements of the Facility under construction, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) The policy shall cover (i) all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions or elements of the Facility under construction, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Site, in storage or in the course of inland transit on land to the Site, and (ii) unless covered by property insurance pursuant to Section 2 of this Exhibit 17, all existing property and improvements that are within the construction work zone or are or will be affected by the Construction Work.

(c) The policy shall provide coverage per occurrence up to the full replacement cost of the covered property loss, plus an allowance for professional fees, demolition and debris removal, without risk of co-insurance; provided, however, that the policy may include a sublimit for earth movement and flood of not less than $5,000,000 per occurrence and $10,000,000 aggregate.

(d) Developer, TxDOT and the Design-Build Contractor shall be the named insureds on the policy as their respective interests appear. Developer also may, but is not obligated to, include other Contractors as named insured as their respective interests appear. The policy shall be written so that no act or omission of any insured shall vitiate coverage of the other named insureds. Developer may name itself or the Collateral Agent as loss payee under the policy.

(e) The policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design

error or omission but excluding the cost of making good such design error or omission, (vi) demolition and debris removal coverage, (vii) the increased replacement cost due to any change in applicable codes or other Laws, (viii) expense to reduce loss, (ix) building ordinance compliance, with the building ordinance exclusion deleted, and (x) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees, and other fees and costs associated with such damage or loss or replacement thereof).

(f) The policy shall provide a deductible or self-insured retention not exceeding $1,000,000 per occurrence.

2. Property Insurance

At all times during the Term commencing on the date of issuance of NTP2 as to the portions of the Facility other than the Segment 3B Facility Segment, and commencing on the TxDOT Substantial Completion Date as to the Segment 3B Facility Segment, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of property insurance as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the Facility, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, tornado and subsidence, shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) The policy shall cover all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the Facility.

(c) The policy shall provide coverage per occurrence sufficient to reinstate the insured property and for a sum not less than the probable maximum loss, plus an allowance for professional fees, demolition and debris removal, without risk of co-insurance. Developer and its insurance consultant shall perform the maximum probable loss analysis using industry standard underwriting practices. The probable maximum loss analysis and recommended policy limit based thereon, as well as any exclusions, shall be subject to the review and comment by TxDOT to verify reasonableness under industry standard underwriting practices, prior to issuance of the policy or renewal of any policy. Developer and its insurance consultant shall review annually the probable maximum loss values for the covered property and shall adjust the coverage limit accordingly for the period during which the property Insurance Policy is required hereunder.

(d) Developer and TxDOT shall be the named insureds on the policy. Developer also may, but is not obligated to, include Contractors as named insured as their respective interests appear. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other named insureds. Developer may name itself or the Collateral Agent as loss payee under the policy. TxDOT shall be named as additional loss payee as its interest may appear; provided that during all portions of the last five years of the Term that there are no outstanding Security Documents, TxDOT shall be named as the loss payee. If TxDOT is the loss payee and receives proceeds of such insurance for insured loss or damage, TxDOT shall hold such proceeds available to pay and reimburse Developer for reasonable costs it incurs to repair and replace the loss or damage. However, at Developer's request, TxDOT will negotiate an amendment to the Facility Trust Agreement for the purpose of establishing a

property insurance proceeds account under the Facility Trust Agreement, on commercially reasonable terms that shall include joint control of funds therein, into which such proceeds during the last five years of the Term will be deposited and held available for use to pay for restoration and repair of the damage or loss (with unspent proceeds, if any, to be disposed of in the same manner as proceeds in the Handback Requirements Reserve).

(e) To the extent available, the policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission, (vi) physical damage resulting from mechanical breakdown or electrical apparatus breakdown, (vii) demolition and debris removal coverage, (viii) the increased replacement cost due to any change in applicable codes or other Laws, (ix) expense to reduce loss, (x) building ordinance compliance, with the building ordinance exclusion deleted, and (xi) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees, and other fees and costs associated with such damage or loss or replacement thereof).

(f) The policy shall provide a deductible or self-insured retention not exceeding $1,000,000 per occurrence.

3. Business Interruption Insurance

At all times during the Term commencing on the first Service Commencement Date, Developer shall procure and keep in effect or cause to be procured and kept in effect, business interruption insurance coverage that satisfies the following requirements.

(a) Such Insurance Policy shall insure against interruption or loss of Toll Revenues resulting from physical loss or damage to any portion of the Facility caused by occurrence of any risk which is required to be insured under the all risk property insurance specified in Section 2 above.

(b) The policy shall cover interruption or loss of Toll Revenues for up to one full year from the date of the interruption. The amount of coverage shall be adjusted annually to reflect the projected Toll Revenues for the next 12-month period.

(c) TxDOT and Developer shall be named insureds on the policy providing business interruption insurance coverage. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other named insureds.

(d) The policy shall provide a deductible or self-insured retention per occurrence not exceeding the first 15 days of loss following the date of interruption.

(e) The policy shall be in form and substance as is then standard in the State for policies of like coverage.

4. Commercial General Liability Insurance

At all times during the Term commencing on the Effective Date as to the portions of the Facility other than the TxDOT Works, and commencing on the TxDOT Substantial Completion Date as to the TxDOT Works, Developer shall procure and keep in force, or cause to be procured and kept in force, commercial general liability insurance as specified below. During any period in which Developer, at its election, maintains in effect builder's third party liability insurance pursuant to Section 5 below, the commercial general liability Insurance Policy need not duplicate the builder's third party liability insurance coverage.

(a) The policy shall be in form reasonably acceptable to TxDOT, and shall be an occurrence form. The policy shall contain extensions of coverage that are typical for a project of the nature of this Facility, and shall contain only those exclusions that are typical for a project of the nature of this Facility.

(b) The policy shall insure against the legal liability of the insureds named in Section 4(d), relating to claims by third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, and shall include the following specific coverages:

(i) Contractual liability;

(ii) Premises/operations;

(iii) Independent contractors;

(iv) Products and completed operations (with acknowledgement that the Facility constitutes the premises and not a product). Products and completed operations should remain in force for 10 years or through the statute of limitations and statute of repose;

(v) Broad form property damage (including nuisance; interference with rights of way, water, light or air; false arrest; detainment; and broader definition of "damage");

(vi) Hazards commonly referred to as "XCU", including explosion, collapse and underground property damage;

(vii) Fellow employee coverage for supervisory personnel;

(viii) Incidental medical malpractice;

(ix) No exclusion for work performed within 50 feet of a railroad;

(x) Except with regard to indemnifying a professional advisor, consultant, sub-consultant, Supplier or manufacturer engaged by Developer, no application of any limitation or exclusion for bodily injury or property damage arising out of professional services, including engineering, architecture and surveying, in any manner to (A) coverage respecting Developer's supervision, coordination, management, scheduling or other similar services or (B) the products and completed operations coverage;

(xi) Broad named insured endorsement; and

(xii)Non-owned automobile liability, unless covered by the automobile liability policy pursuant to Section 6 of this Exhibit 17.

(c) The policy shall have limits of not less than $50,000,000 per occurrence and in the aggregate per policy period. Such limits shall be shared by all insured and additional insured parties and shall reinstate annually.

(d) TxDOT and the Indemnified Parties shall be the named insureds. The policy shall be written so that no act or omission of a named insured shall vitiate coverage of the other named insured.

(e) The policy shall provide one of the following, as Developer selects:

(i) A deductible or self-insured retention not exceeding $100,000 per occurrence;

(ii) A deductible or self-insured retention not exceeding $250,000 per occurrence with an aggregate of $2,000,000 per policy period; or

(iii) A deductible (but not self-insured retention) of $500,000 per occurrence but only if the primary policy and any excess policy are written to obligate the insurers to compensate the claimant on a first dollar basis (meaning that the insurer meets the third-party claim in full and recovers the deductible from Developer).

5. Builder's Third Party Liability Insurance

During any period in which Construction Work or other work of construction is in progress, Developer, at its election, may procure and keep in effect builder's third party liability insurance, as specified below, in lieu of commercial general liability insurance coverage for Developer's construction activities (but Developer shall maintain commercial general liability insurance coverage for all Developer's non-construction-related activities).

(a) The policy shall insure against liability to third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, arising out of the Construction Work or other work of construction or the improvements under construction. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) If Developer obtains a warranty against defects from the Design-Build Contractor, then Developer shall continue the policy in effect for not less than the warranty period.

(c) The policy shall otherwise include the same provisions as described for the commercial general liability insurance under Sections 4(b) through (e) above.

6. Automobile Liability Insurance

At all times during the Term, Developer shall procure and keep in force comprehensive, business, or commercial automobile liability insurance as specified below.

(a) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work, including loading and unloading. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) Developer shall be the named insured under its automobile liability policy.

(c) Developer's policy shall have a combined single limit per policy period of not less than $50,000,000.

(d) Each policy shall provide a deductible or self-insured retention not exceeding $50,000 per occurrence.

7. Pollution Liability Insurance

At all times during the Term commencing on the date of issuance of NTP2 as to the portions of the Facility other than the Segment 3B Facility Segment, and commencing on the TxDOT Substantial Completion Date as to the Segment 3B Facility Segment, Developer shall procure and keep in force, or cause to be procured and kept in force, pollution liability insurance as specified below.

(a) The policy shall cover sums that the insured becomes liable to pay to a third party or that are incurred by the order of a regulatory body consequent upon a pollution incident, subject to the policy terms and conditions. Such policy shall cover claims related to pollution conditions to the extent such are caused by the performance of Work or by other activities that occur on the Facility.

(b) Developer and the Indemnified Parties shall be the named insureds under such policy. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other named insureds. The insured vs. insured exclusion shall be deleted, so that the policy will insure Developer against, and respond to, pollution liability claims and actions of TxDOT against Developer.

(c) The policy shall have a limit of not less than $10,000,000 per occurrence and in the aggregate per policy period, unless applicable regulatory standards impose more stringent coverage requirements.

(d) The policy shall provide a deductible or self-insured retention not exceeding $250,000 per occurrence.

8. Professional Liability Insurance

At all times during the Term that professional services are rendered respecting design and construction of the Facility other than the TxDOT Works until the first to occur of (1) five years after the professional services have concluded for the Facility other than the TxDOT Works or (2) expiration of all applicable statutes of limitation and repose applicable to professional services performed for the Facility other than the TxDOT Works, Developer shall cause the Design-Build Contractor or its lead design subcontractor (in the case of the Design Work) and each Contractor (other than NTTA) that is under direct contract with Developer and provides professional services to Developer respecting such design and construction (in the

case of any other design or engineering work) to procure and keep in force professional liability insurance as specified below. The policy also shall cover professional services rendered prior to inception of the policy respecting design and construction of the Facility other than the TxDOT Works. Such insurance requirements also shall apply in like manner to professional services for any Renewal Work or Upgrades (including with respect to the TxDOT Works) having an estimated cost in excess of $10 million. Developer may satisfy such insurance via a Facility or "project" policy covering all the foregoing providers of professional services, provided no insured v. insured or similar exclusion precludes coverage of professionals for claims made by Developer or TxDOT or their respective successors or assigns.

(a) Each policy shall provide coverage of liability of the party performing the professional services arising out of any negligent act, error or omission in the performance of professional services or activities.

(b) Each policy shall have a limit of not less than $10,000,000 per claim and in the aggregate. The aggregate limit need not reinstate annually.

(c) Each policy shall provide a deductible or self-insured retention not exceeding $1,000,000 per occurrence.

(d) Each policy written on a "claims made" basis shall include a ten-year extended reporting period.

Developer shall cause each other Contractor (other than NTTA) that is under direct contract with Developer and provides professional services to Developer to procure and keep in force professional liability insurance of not less than $2,000,000 per claim and in the aggregate per annual policy period. Such policy need not be Facility-specific or include a tail period for making claims, and shall include a commercially reasonable deductible.

9. Workers' Compensation Insurance

At all times when work is being performed by any employee of Developer or a Contractor (other than NTTA), Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation insurance for the employee in conformance with applicable Law. Developer and/or the Contractor (other than NTTA), whichever is the applicable employer, shall be the named insured on these policies. Such policy need not be Facility-specific. The workers' compensation Insurance Policy shall contain the following endorsements:

(a) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act;

(b) A voluntary compensation endorsement;

(c) An alternative employer endorsement; and

(d) An endorsement extending coverage to all states operations on an "if any" basis.

10. Employer's Liability Insurance

At all times during the Term, Developer shall procure and keep in force, or cause to be procured and kept in force, employer's liability insurance as specified below.

(a) The policy shall insure against liability for death, bodily injury, illness or disease for all employees of Developer working on or about any Site or otherwise engaged in the Work.

(b) Developer shall be the named insured.

(c) The policy shall have a limit of not less than $50,000,000 per accident and in the aggregate per policy period.

(d) Such policy need not be Facility-specific.

11. Railroad Protective Liability Insurance

Developer shall procure and keep in force, or cause to be procured and kept in force, railroad protective liability insurance as may be required by any railroad in connection with Work across, under or adjacent to it's the railroad's tracks or railroad right-of-way. In the event any agreement between TxDOT and a railroad includes railroad protective insurance requirements applicable to the Work, Developer shall procure and keep in force or cause to be procured and kept in force, insurance meeting such requirements. The railroad shall be the named insured on any such policy.

12. Contractors' Insurance

(a) At all times during the Term, Developer shall cause each Contractor (other than NTTA) that performs Work on the Site to provide commercial general liability insurance that complies with Section 16.1 of the Agreement, with commercially reasonable limits and deductibles or self-insured retentions, in circumstances where the Contractor (other than NTTA) is not covered by Developer-provided liability insurance. Developer shall cause each such Contractor (other than NTTA) that provides such insurance to include each of the Indemnified Parties as additional insureds under such Contractor's (other than NTTA) liability Insurance Policies. Such insurance need not be Facility-specific. TxDOT shall have the right to contact the Contractors (other than NTTA) directly in order to verify the above coverage.

(b) At all times during the Term, Developer shall cause each Key Contractor that has vehicles on the Site or uses vehicles in connection with the Work to procure and keep in force, comprehensive, business, or commercial automobile liability insurance meeting the requirements as specified below.

(i) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(ii) Each such Key Contractor shall be the named insured under its respective automobile liability policy.

(iii) Each policy shall have a combined single limit per policy period of not less than $1,000,000.

(iv) Each policy shall include each of the Indemnified Parties as additional insureds.

(c) At all times during the Term, Developer shall cause each Contractor that has vehicles on the Site or uses vehicles in connection with the Work (other than Key Contractors subject to subsection (b) above) to maintain an automobile liability policy which provides at least the minimum coverage for its employees and automobiles that is required by Law. Developer shall use diligent efforts to cause each such Contractor to include in the policy each of the Indemnified Parties as additional insureds.

EXHIBIT 18

NONCOMPLIANCE POINTS SYSTEM, PERSISTENT DEVELOPER DEFAULT AND MEASURES OF LIQUIDATED DAMAGES

1. Noncompliance Points System

The table attached as Attachment 1 to this Exhibit 18 identifies the Developer failures and breaches that may result in the assessment of Noncompliance Points, the number of Noncompliance Points that may be assessed for each such failure or breach, and the cure period available to Developer for each such failure or breach, other than for Developer's failure to submit a deliverable by its due date.

2. Trigger Points for Persistent Developer Default and Uncured Noncompliance Points

2.1 A Persistent Developer Default under clause (a) of the definition thereof shall exist on any date (whether before or after the last Service Commencement Date) that:

(a) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 365-day period (including any period prior to the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment) equals or exceeds the following:

(i) For any consecutive 365-day period ending prior to the last Service Commencement Date, and for any consecutive 365-day period entirely within an Upgrade construction period, 140;

(ii) For any consecutive 365-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, 140; and

(iii) For any other consecutive 365-day period, 100; or

(b) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 1095-day period (including any period prior to the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment) equals or exceeds the following:

(i) For any consecutive 1095-day period ending prior to the last Service Commencement Date, and for any consecutive 1095-day period entirely within an Upgrade construction period, 270;

(ii) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, but includes not more than 365 days outside such periods, 270;

(iii) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, but includes more than 365 and not more than 730 days outside such period, 250;

(iv) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, but includes more than 730 and not more than 1094 days outside such periods, 225; and

(v) For any other consecutive 1095-day period, 200.

For purposes of this Section 2.1 only, Tier 1 Noncompliance Points shall be assessed at 100% of the assigned number of points, Tier 2 Noncompliance Points shall be assessed at 50% of the assigned number of points and Tier 3 Noncompliance Points shall be assessed at 0% of the assigned number of points.

2.2 A Persistent Developer Default under clause (b) of the definition thereof shall exist on any date (whether before or after the Operating Period commences) that the cumulative number of breaches or failures to perform, cured or uncured, within clause (b) of the definition of Persistent Developer Default during any consecutive 365-day period equals or exceeds the following:

(a) For any consecutive 365-day period ending prior to the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, and for any consecutive 365-day period entirely within an Upgrade construction period, 90;

(b) For any consecutive 365-day period a portion of which includes any days prior to the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, or for any days of an Upgrade construction period, 90; and

(c) For any other consecutive 365-day period, 60.

2.3 The number of cured Noncompliance Points that would otherwise then be counted under this Section 2 is subject to reduction in accordance with Section 17.3.6.2 of the Agreement.

2.4 TxDOT shall be entitled to immediate and automatic commencement of liquidated damages under Section 17.4.2.2 of the Agreement, without further notice, on any date that the number of Uncured Noncompliance Points equals or exceeds the following:

(a) On any date occurring prior to three months after the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, 50; and

(b) On any date occurring on or after three months after the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, 35.

3. Liquidated Damage Amounts

3.1 For Late Service Commencement and Late Final Acceptance

(a) Liquidated damages for late Service Commencement for either the Segment 3A Facility Segment or the Segment 3B Facility Segment shall equal $55,000 per day for each

day that the applicable Service Commencement Date is later than the applicable Service Commencement Deadline, as the applicable Service Commencement Deadline may be extended pursuant to this Agreement.

(b) Liquidated damages for late Final Acceptance for either the Segment 3A Facility Segment or the Segment 3B Facility Segment shall equal $13,000 per day for each day that the applicable date of Final Acceptance is later than the applicable Final Acceptance Deadline as the applicable Final Acceptance Deadline may be extended pursuant to this Agreement.

3.2 For Single Noncompliance Point

Liquidated damages under Section 17.4.2.1 of the Agreement on account of the assessment of any single Noncompliance Point shall equal $8,400 per point, subject to Sections 18.3.1.2 and 18.3.1.3 of the Agreement. For the avoidance of doubt, Tier 1, Tier 2 and Tier 3 Noncompliance Points shall be assessed under this Section 3.2 at 100% of the assigned number of points.

3.3 For Accumulated Uncured Noncompliance Points

Liquidated damages under Section 17.4.2.2 of the Agreement on account of the accumulation of assessed Uncured Noncompliance Points as provided in Section 2 above shall equal $11,500 per day and shall continue as provided in Section 17.4.2.2 of the Agreement. For the avoidance of doubt, Tier 1, Tier 2 and Tier 3 Noncompliance Points shall be assessed under this Section 3.3 at 100% of the assigned number of points.

3.4 For Lane Rental Charges

(a) Lane Rental Charges shall be assessed in respect of the Segment 3A Faciity Segment and the Segment 3B Facility Segment for any period between the applicable Operating Commencement Date and the applicable Service Commencement Date during which one or more General Purpose Lanes are closed beyond or have a width that is less than the minimum requirements set forth in Section 18.3.1 of the Technical Provisions except to the extent such closure or insufficient width is directly and solely attributable to TxDOT activities in connection with the TxDOT Works.

(b) Lane Rental Charges shall apply to both scheduled and unscheduled occurrences. Lane Rental Charges shall be assessed for every quarter hour or part thereof. For the period between the applicable Operating Commencement Date and the applicable Service Commencement Date, Developer shall report to the Independent Engineer on a daily basis any General Purpose Lane closures or reduced widths which give rise to Lane Rental Charges. Liquidated damages shall be applied according to Table 3.4-1.

(c) Developer shall not be assessed Lane Rental Charges for rolling lane closures for the purpose of construction activities above operational General Purpose Lanes. A rolling lane closure must meet the requirements of TxDOT traffic control standard TCP(6-8)-98 or the current update. In this context a rolling lane closure is defined as a lane closure of less than 15 minutes during Period D described below in Table 3.4-1 provided that the lanes are reopened such that queued traffic is dispersed. The rolling lane closure time starts once the Developer occupies the General Purpose Lanes of the rolling lane closure and ends once the queued traffic on those General Purpose Lanes is dispersed.

Table 3.4-1 Lane Rental Charges

Number of General Purpose Lanes Closed or Reduced in Width Below Minimum	Hourly Lane Rental Charge				
	Period A1	Period A2	Period B	Period C	Period D
	Weekday AM Peak Hours	Weekday PM Peak Hours	Weekday Off-Peak Hours	Weekend Peak Hours	Night Time Hours
Section 1 Northbound: IH 30 to SH 183 (Does not include SH 183 bridge)					
1	$100	$4,100	$3,200	$300	$0
2	$20,800	$40,300	$43,400	$19,400	$0
3	$70,000	$150,000	$150,000	$70,000	$1,700
Section 1 Southbound: IH 30 to SH 183 (Does not include SH 183 bridge)					
1	$52,800	$42,000	$41,000	$31,200	$0
2	$84,400	$79,700	$72,400	$51,300	$0
3	$180,000	$165,000	$150,000	$105,000	$1,100
Section 2 Northbound: SH 183 to IH 820 (Includes SH 183 bridge)					
1	$24,300	$82,100	$50,000	$39,400	$0
2	$70,000	$140,000	$105,000	$80,000	$1,700
Section 2 Southbound: SH 183 to IH 820 (Includes SH 183 bridge)					
1	$56,700	$40,600	$37,800	$18,300	$0
2	$110,000	$95,000	$90,000	$35,000	$1,100

(d) The hours that apply to each period are as follows:

(i) Period A1: Refer to definition of "Weekday AM Peak Hours" provided in Exhibit 1 of the Agreement

(ii) Period A2: Refer to definition of "Weekday PM Peak Hours" provided in Exhibit 1 of the Agreement

(iii) Period B: Refer to definition of "Weekday Off-Peak Hours" provided in Exhibit 1 of the Agreement

(iv) Period C: Refer to definition of "Weekend Peak Hours" provided in Exhibit 1 of the Agreement

(v) Period D: Refer to definition of "Night Time Hours" provided in Exhibit 1 of the Agreement

(e) Developer shall be required to pay to TxDOT:

(i) All Lane Rental Charges assessed during Period A1, Period A2 and Period B, if any;

(ii) The portion of the cumulative Lane Rental Charges up to the latter Service Commencement Date assessed during Period C, if any, that exceed $8.5 million; and

(iii) The portion of the cumulative Lane Rental Charges up to the latter Service Commencement Date assessed during Period D, if any, that exceed $1.0 million.

Table 3.4-2: Excused Amount of Lane Rental Charges

Scope of Work Element	Period A1	Period A2	Period B	Period C	Period D	Cumulative Total
	Weekday AM Peak Hours	Weekday PM Peak Hours	Weekday Off-Peak Hours	Weekend Peak Hours	Night Time Hours	
Mandatory Scope	$0	$0	$0	$8.5M	$1.0M	$9.5M

3.5 Adjustments

Each of the foregoing amounts of liquidated damages set forth in this Section 3 shall be increased annually on January 1 of each year after the Effective Date by a percentage equal to the percentage increase in the CPI between the CPI for October of the second immediately preceding year and the CPI for October of the immediately preceding year; provided that in no event shall the amount be less than the amount in effect during the immediately preceding year.

ATTACHMENT 1 TO EXHIBIT 18

NONCOMPLIANCE POINTS TABLE

Assessment Categories for Non-Compliance Cure Periods and Assessment of Points

	Cure Periods (Sections 18.2.2.2 and 18.2.2.3)	**Assessment of Noncompliance Points (Sections 18.3.1.6, 18.3.1.7 and 18.3.1.8)**
A	Cure period shall be deemed to start upon the date Developer first obtained knowledge of, or first reasonably should have known of, the breach or failure. For this purpose Developer shall be deemed to first obtain knowledge of the breach or failure not later than the date of delivery of the initial notice to Developer, as described in Section 18.2.2.2 of the Agreement.	Provided that the breach or failure is not cured, Noncompliance Points shall first be assessed at the end of the first cure period, and shall be assessed again at the end of each subsequent cure period, as described in Section 18.3.1.6 of the Agreement.
B	Cure period shall be deemed to start from the date on which the breach or failure occurred, whether or not an initial notice has been delivered to Developer, as described in Section 18.2.2.3 of the Agreement.	Noncompliance Points shall first be assessed on the date of the initial notification under Section 18.2 of the Agreement (the start of the first cure period). Provided that the breach or failure is not then cured, Noncompliance Points shall be assessed again at the end of the first and each subsequent cure period, as described in Section 18.3.1.7 of the Agreement.
C	No cure period applicable.	Noncompliance Points shall be assessed on the date of the initial notification under Section 18.2 of the Agreement, as described in Section 18.3.1.8 of the Agreement.

List of Noncompliance Items, Assessment Categories and Cure Periods

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
1	General	General Requirements	Comply with any Technical Provision Section entitled "General Requirement", except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	14 Days	1	Tier 2
2	General	Governmental Approval	Deliver to TxDOT prior to beginning construction any executed copy of a Governmental Approval the Developer obtained as required by Section 6.2.1 of the Agreement.	B	7 Days	1	Tier 2
3	General	Governmental Approval	Submit any application for a Governmental Approval to TxDOT for approval or review and comment prior to submitting to any Governmental Entity as required by Section 6.2.2 of the Agreement.	A	7 Days	1	Tier 2
4	General	Governmental Approval	Comply with the provisions of Section 6.2.5 of the Agreement with respect to Additional Properties outside the Facility Right of Way.	C	None	1	Tier 1
5	Facility Management	Meetings	Comply with a meeting requirement of any Technical Provision Section, except where provided elsewhere in this Attachment 1 to Exhibit 18.	C	None	1	Tier 2
6	General	Notification of breach	Notify TxDOT and Independent Engineer of the occurrence of any breach or failure specified in this Attachment in accordance with Section 18.2.1 of the Agreement.	C	None	2	Tier 1

7	General	TxDOT and Independent Engineer access	Comply with any provisions under Sections 9.3.1.3, Section 9.3.2.4 or Section 9.3.3.3 of the Agreement with respect to cooperation with, and access for, TxDOT's Authorized Representative(s); and/or FHWA representatives; and/or the Independent Engineer to the Facility, Developer's Facility offices and operations buildings, and Developer's data.	A	1 Day	1	Tier 1
8	General	TxDOT and Independent Engineer comments to Submittals	Respond to TxDOT's or the Independent Engineer's comments or objections or modify a Submittal in accordance with Section 6.3.7.2 of the Agreement.	A	7 Days	1	Tier 2
9	General	TxDOT Facilities	Comply with the requirements of Section 2.9 of the Technical Provisions.	A	7 Days	1	Tier 3
10	Financial	Reports	Deliver to TxDOT an audit and opinion or update thereof, obtained from the independent model set forth in Exhibit 2 to the Agreement, as required by Section 5.2.4 of the Agreement.	B	7 Days	1	Tier 2
11	Insurance	Verification of coverage	Provide TxDOT with copies of insurance policies and evidence of payment of premiums in accordance with Section 16.1.2.4 of the Agreement.	A	21 Days	1	Tier 2
12	Contracting and Labor Practices	Adoption of written ethical policies	Implement written policies for ethical standards within 90 days after the Effective Date in accordance with Section 10.7 of the Agreement.	B	30 Days	2	Tier 2
13	Contracting and Labor Practices	Affiliates	Submit a copy of the proposed contract with an Affiliate in accordance with Section 10.5.2 of the Agreement.	B	7 Days	1	Tier 2
14	Contracting and Labor Practices	Compliance with DBE plan	Comply with the requirements of Section 10.9 of the Agreement in connection with the Disadvantaged Business Enterprise (DBE) Program.	A	30 Days	2	Tier 2

15	Contracting and Labor Practices	Disclosure of Contracts and Contractors	Provide TxDOT and the Independent Engineer with a list of all Contracts, Contractors, guarantees of Key Contracts and the guarantors with each monthly report required under this Agreement or the Technical Provisions in accordance with Section 10.1.1 of the Agreement.	B	7 Days	1	Tier 2
16	Contracting and Labor Practices	Notification of Contractors	Comply with the requirements of Section 10.1.2 of the Agreement.	B	14 Days	1	Tier 2
17	Facility Management	Audit	Carry out internal audits of the Facility Management Plan at the times prescribed in the Facility Management Plan in accordance with Section 9.1.6 of the Agreement.	B	7 days	1	Tier 1
18	Facility Management	Construction Quality Management	Construct the Works in accordance with the requirements of Section 2.2.8 of the Technical Provisions.	A	30 Days	1	Tier 1
19	Facility Management	Contractors	Cause each of its Contractors (other than NTTA) at every level to comply with the applicable requirements of the approved Facility Management Plan in accordance with Section 9.1.7 of the Agreement.	B	7 Days	1	Tier 2
20	Facility Management	Contractors	Comply with the requirements of Section 10.2.1 of the Agreement.	A	7 Days	4	Tier 2
21	Facility Management	Coordination	Comply with a requirement of any Technical Provision Section, entitled "Administrative Requirements" except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	1	Tier 2
22	Facility Management	Deliverables	Prepare, implement, maintain, update or submit a Plan, a report, a deliverable, a transmission or a submittal required by, or compliant with, any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	1	Tier 2

23	Facility Management	Document Management	Manage documents in accordance with Section 2.1.2 of the Technical Provisions.	A	7 Days	1	Tier 2
24	Facility Management	Inspection	Comply with a requirement of any Technical Provision Section or the Agreement with regard to inspection, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	2 Days	2	Tier 1
25	Facility Management	ITS	Provide and maintain ITS interoperability over the Term of the Agreement and coordinate said ITS with the Electronic Toll Collection System (ETCS) such that the communication requirements of the ETCS are accommodated all in accordance with the requirements of Section 17 of the Technical Provisions.	B	90 Days	1	Tier 1
26	Facility Management	Key Personnel	Comply with a requirement with regard to Key Personnel of any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	14 Days	2	Tier 1
27	Facility Management	Maintenance and inspection of records	Keep, maintain and make available to TxDOT and the Independent Engineer all books, records and documents in accordance with Sections 22.1.1, 22.1.2 or 22.1.3. of the Agreement.	A	7 Days	1	Tier 1
28	Facility Management	Quality Management	Establish and maintain updated and comply with the requirements of a Quality Management Plan in accordance with Section 7.2.2 or 9.1 of the Agreement or Section 2.2 of the Technical Provisions.	A	7 Days	2	Tier 1
29	Facility Management	Safety	Observe the requirements of the safety plan or to carry out any construction, operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Section 2.5 of the Technical Provisions.	A	1 Day	3	Tier 1

30	Facility Management	Schedule	Comply with a schedule or timetable requirement of any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	2	Tier 2
31	Facility Management	Submission	Develop and submit a part of, or change or addition or revision to, the FMP at the time required all in accordance with Sections 9.1.2 or 9.1.3 of the Agreement and Attachment 2-1 to the Technical Provisions.	B	14 Days	1	Tier 2
32	Facility Management	Traffic Management	Provide Traffic Advisories in accordance with Section 18.3.1 of the Technical Provisions.	A	1 Day	1	Tier 3
33	Environmental Compliance	Air quality	Take measures to minimize or mitigate the effects of dust; or, within one hour adjust such measures; all in accordance with Section 4.3.3.1 of the Technical Provisions.	B	4 Hours	1	Tier 2
34	Environmental Compliance	CEPP	Maintain and update the complete Comprehensive Environmental Protection Program (CEPP) as required by Sections 4.3 and 4.4 of the Technical Provisions.	A	7 Days	2	Tier 1
35	Environmental Compliance	Contravention of Environmental Approvals	Follow the CEPP or any of its constituent parts for any work activity as required by Section 4.3 of the Technical Provisions.	B	1 Day	1	Tier 1
36	Environmental Compliance	Environmental Approvals	Comply with Section 4.2 of the Technical Provisions.	B	7 Days	5	Tier 1
37	Environmental Compliance	Mitigation	Comply with the requirements of Sections 7.9.1 or 8.1.4 of the Agreement.	B	7 Days	3	Tier 1
38	Environmental Compliance	Noise	Comply with Section 4.3.2 of the Technical Provisions with respect to noise.	B	1 Hour	1	Tier 1
39	Environmental Compliance	Notification	Notify TxDOT of Hazardous Materials or a Recognized Environmental Condition as set forth in Section 7.9.1 of the Agreement.	A	1 Day	1	Tier 1
40	Environmental Compliance	Property Access	Comply with Section 11.2.1 or 18.3.1 of the Technical Provisions.	A	4 Hours	1	Tier 1

41	Environmental Compliance	Public hearings	Organize public hearings or meetings as required by Section 4.3 of the Technical Provisions.	A	30 Days	3	Tier 1
42	Utility Adjustments	Maintain service	Maintain a utility service fully operational in accordance with Section 6.4 of the Technical Provisions.	A	3 Days	3	Tier 1
43	Utility Adjustments	Record keeping	Maintain accurate records of utility work or provide copies to TxDOT in accordance with Section 7.5.4.6 of the Agreement or Section 6.1.5 or 6.4.9 of the Technical Provisions.	A	7 Days	1	Tier 1
44	Utility Adjustments	Utility Information	Prepare and submit to TxDOT the utility information in accordance with Section 7.5.5 of the Agreement.	B	30 Days	1	Tier 1
45	Design and Construction	Construction Requirements	Comply with a construction requirement of any Technical Provision Section, except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	30 Days	1	Tier 1
46	Design and Construction	Construction warranties	Ensure extension of third parties warranties to TxDOT or failure to correct any defective Work that would void any such warranty all as required by Section 7.12.1 of the Agreement.	A	14 Days	1	Tier 2
47	Design and Construction	Design Requirements	Comply with a requirement of any Technical Provision Section, entitled "Design Requirements" except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	30 Days	1	Tier 1
48			[RESERVED]				
49	Design and Construction	Land Surveys	Comply with Section 9 of the Technical Provisions except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	7 Days	1	Tier 2
50	Design and Construction	Punch list	Prepare, maintain or deliver a Punch List, or a modification thereto, to TxDOT and the Independent Engineer, all as required by Section 7.8.2.3 of the Agreement.	B	30 Days	1	Tier 2
51	Design and Construction	ROW (Generally)	Comply with the requirements of Sections 7.3 or 7.4 of the Technical Provisions.	A	7 Days	7	Tier 3

52	Design and Construction	Testing	Provide test results or reports as required by Section 9.3.4 of the Agreement.	B	7 Days	1	Tier 2
53	Design and Construction	Traffic Management	Comply with the requirements of Section 18.4 of the Technical Provisions.	B	4 Hours	2	Tier 1
54	Tolling	Disclosure	Disclose policies regarding privacy of Patron Confidential Information to Patrons in accordance with Section 8.8.8 of the Agreement.	A	7 Days	1	Tier 1
55	Tolling	Managed Lanes Speed	Gather vehicle speed data as set forth in Exhibit 4 of the Agreement, for every 3 hours or part thereof that such data is not gathered.	C	None	5	Tier 2
56	Tolling	Publicity of toll rates	Publicize and make available or otherwise provide the current or prevailing toll rate or other tolling information in accordance with Exhibit 4 of the Agreement, the Agreement, or Section 21.4 of the Technical Provisions.	C	None	2	Tier 1
57	Tolling	Toll pricing	Comply with the Segment tolling methodology in accordance with Exhibit 4 of the Agreement, other than as provided elsewhere in this Attachment 1 to Exhibit 18.	C	None	4	Tier 1
58	Tolling	Tolling Operations	Comply with the requirements of Section 21.3 or 21.5 of the Technical Provisions.	B	7 Days	3	Tier 1
59	Tolling	Toll discounts	Deliver a monthly report to TxDOT and/or Independent Engineer that includes: (i) 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 (ii) the total HOV discount for the month that is potentially eligible for reimbursement to Developer, all in accordance with the requirements of Exhibit 4.	B	14 Days	1	Tier 1
60	Tolling	User privacy	Comply with Section 8.8.1 of the Agreement.	A	7 Days	2	Tier 1

61	Tolling	User privacy	Comply with Section 8.8.4 of the Agreement, other than as provided elsewhere in this Attachment 1 to Exhibit 18.	A	7 Days	2	Tier 1
62	Tolling	User privacy	Protect Patron Confidential Information as required by Section 8.8.4 of the Agreement with respect to one or more individuals in an isolated incident as opposed to a systematic or repetitive breach.	C	None	2	Tier 1
63	Operations and Maintenance	Access	Provide access to systems in accordance with Section 22.3.4 of the Technical Provisions.	C	None	1	Tier 1
64	Operations and Maintenance	Incident Management Plan	Comply with provisions in accordance with Section 22.3.5 of the Technical Provisions.	B	14 days	1	Tier 1
65	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: a) For each Element Category with a mean Asset Condition Score of less than 3.5 and greater than 2.	C	None	5	Tier 1
66	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: b) For each Element Category with a mean Asset Condition Score of 2 or less and greater than 1.	C	None	8	Tier 1
67	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: c) For each Element Category with a mean Asset Condition Score of 1 or less.	C	None	12	Tier 1
68	Operations and Maintenance	Asset Condition	Ensure that a Pavement Condition for Element Category 1.2 shall not be less than 50 in accordance with Section 19.1.2.1 of the Technical Provisions.	C	None	6	Tier 1

69	Operations and Maintenance	Asset Condition	Ensure that the free cross-sectional area for Element Category 2.1 shall not be lees than 70% inn accordance with Section 19.1.2.1 of the Technical Provisions.	C	None	9	Tier 1
70	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score for an Element of 3 or more in any quarterly audit as described in Section 19 of the Technical Provisions: a) For each Element Asset Condition Score of 2.	C	None	6	Tier 1
71	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score for an Element of 3 or more in any quarterly audit as described in Section 19 of the Technical Provisions: b) For each Element Asset Condition Score of 1.	C	None	9	Tier 1
72			[RESERVED]				
73	Operations and Maintenance	Category 1 Defect	Address a Category 1 defect within the time period shown in Table 19-2 (Performance and Measurement Table).	B	Stated in column entitled "Response to defects" in Perfor-mance and Measure-ment Table	3	Tier 1

74	Operations and Maintenance	Category 2 Defect	Address a Category 2 defect within the time period shown in Table 19-2 (Performance and Measurement Table).	B	Stated in column entitled "Response to defects" in Perfor-mance and Measure-ment Table	1	Tier 1
75	Operations and Maintenance	Handback Requirements Reserve	Establish and fund the Handback Requirements Reserve when required and provide appropriate account information in accordance with Section 8.11 or Exhibit 12 of the Agreement.	B	30 Days	1	Tier 2
76	Operations and Maintenance	Incident Management Plan	Comply with the requirements in respect of the Incident Management Plan as required by Section 8.9.2.4 of the Agreement, or 22.3.5 of the Technical Provisions where the failure impacts or has potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligation.	B	7 Days	4	Tier 1
77			[RESERVED]				
78	Operations and Maintenance	Maintenance Management	Coordinate with TxDOT to achieve a smooth transition of maintenance activities from TxDOT in accordance with Section 19 of the Technical Provisions.	B	4 days	2	Tier 1
79	Operations and Maintenance	Maintenance Management Plan	Comply with the requirements in respect of the Maintenance Management Plan as required by Section 19.2 of the Technical Provisions except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	2	Tier 1

80	Design and Construction	Meetings	Conduct progress meetings with TxDOT at least once a month or other requested meetings during the course of design and construction and otherwise comply with Section 7.11.3 of the Agreement; or at TxDOT's request conduct regular quarterly meetings or otherwise meet with TxDOT in accordance with Section 8.4.4 of the Agreement.	A	7 Days	1	Tier 2
81	Operations and Maintenance	Operations Management Plan	Comply with the requirements in respect of the Operations Management Plan as required by Section 22.2 of the Technical Provisions where the failure impacts or has potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligation, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	3	Tier 2
82	Operations and Maintenance	Patrolling	Conduct patrols in accordance with Section 22.3.3 of the Technical provisions.	C	None	5	Tier 2
83	Operations and Maintenance	Record keeping	Create an O&M Record in accordance with Section 19 of the Technical Provisions.	A	2 Days	1	Tier 1
84	Operations and Maintenance	Record keeping	Comply with a Maintenance Management Information System requirement or inventory requirement of a Technical Provision or the Agreement except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	2 Days	1	Tier 1
85	Operations and Maintenance	Safety	Implement and perform safety and compliance work in accordance with Section 12.4.2 of the Agreement.	B	3 Days	2	Tier 1
86	Operations and Maintenance	Technology Enhancements	Make technology enhancements as and when necessary in accordance with Section 12.1.3 of the Agreement.	A	30 Days	2	Tier 1

87	Operations and Maintenance	Traffic Control Plans	Submit a Traffic Control Plan to TxDOT 10 days before its planned implementation as required by Section 18.3.1 of the Technical Provisions.	B	1 Day	1	Tier 2
88	Operations and Maintenance	Traffic Control Plans	Implement traffic control measures in a manner consistent with a Traffic Control Plan as required by Section 18.3.1 of the Technical Provisions.	B	1 Day	3	Tier 2
89	Operations and Maintenance	Traffic Management Plan	Comply with the Traffic Management Plan as required by Section 18.2 of the Technical Provisions where the failure impacts or has the potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligations.	B	1 Day	3	Tier 1
90	Operations and Maintenance	Updated Standards	Submit a proposed schedule for completing the new improvements, all in accordance with the requirements of Section 8.1.2.4 of the Agreement.	B	14 days	1	Tier 1
91	Operations and Maintenance	Updated Standards	Complete construction and installation of the new improvements all in accordance with the requirements of Section 8.1.2.4 of the Agreement.	B	30 Days	1	Tier 1
92	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is less than 35 miles per hour.	C	None	3	Tier 1

93	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 35 miles per hour and less than 40 miles per hour.	C	None	2	Tier 1
94	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 40 miles per hour and less than 45 miles per hour.	C	None	1	Tier 2
95	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 45 miles per hour and less than 50 miles per hour.	C	None	1	Tier 3
96a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	4	Tier 1

96b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	9	Tier 1
96c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	16	Tier 1
96d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	31	Tier 1
97a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of Technical Provisions, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	4	Tier 2

97b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	9	Tier 2
97c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	17	Tier 1
97d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	37	Tier 1
98a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	2	Tier 2

98b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	5	Tier 1
98c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width	B	1 Hour	10	Tier 1
98d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width	B	1 Hour	20	Tier 1
99a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	1	Tier 2
99b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1

99c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1
99d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1
100	Operations and Maintenance	Lane Closures	Maintain (a) crossing street Lane(s) open or with minimum width or greater during Period A (Peak Hours) following the applicable Service Commencement Date, for each hour that any lane(s) more than permitted under such Section is (are) closed or with less than minimum width.	B	1 Hour	4	Tier 1
101	Operations and Maintenance	Lane Closures	Maintain direct connectors or two consecutive ramps open in accordance with Section 18.3.1.1.2 of the Technical Provisions.	B	1 Hour	2	Tier 1
102	Operations and Maintenance	Lane Closures	Comply with the requirements of Section 18.3.1.2 or Section 18.3.1.3 of the Technical Provisions.	B	1 Hour	2	Tier 1

DISPUTES BOARD AGREEMENT

THIS DISPUTES BOARD AGREEMENT is made and entered into this 1st day of March, 2013, (the "Effective Date") by and between the Texas Department of Transportation ("TxDOT"), and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("Developer"). TxDOT and Developer are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

A. TxDOT and Developer are parties to that certain Facility Agreement, North Tarrant Express Segments 3A & 3B Facility, dated as of the Effective Date.

B. Section 17.8.4 of the Agreement, provides for the establishment and operation of a disputes review board to resolve each Dispute if, as and when a Dispute arises under the Agreement, other than certain Disputes specified in Section 17.8.1.5 of the Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein and in the Agreement, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

Section 1. Definitions and References.

1.1 Definitions. All capitalized terms used in this Disputes Board Agreement and not defined or modified herein shall have the same meaning as set forth in the Agreement.

1.2 Reference Section of Agreement. Section 17.8.4 of the Agreement discusses the Disputes Board's role in resolving Disputes and is incorporated herein by reference.

1.3 Section References. Unless expressly indicated otherwise, all references in this Disputes Board Agreement to a "Section" mean the Section contained in this Disputes Board Agreement.

Section 2. Purpose and Role of the Disputes Board; Binding Disputes Board Decision.

The sole purposes of the Disputes Board are to fairly and impartially consider all Disputes brought to it and to resolve such Disputes in a Disputes Board Decision. The Disputes Board is not a supervisory, advisory, or facilitating body and has no role other than as expressly described in this Disputes Board Agreement and in Section 17.8.4 of the Agreement. Notwithstanding the fact that each Disputes Board member will have been engaged by a Party under a Disputes Board Member Joinder Agreement, none of the Disputes Board members shall consider themselves an appointee, representative, agent or advocate of the Party who engaged him or her. Disputes Board members are charged with discharging their responsibilities hereunder in an impartial, objective, independent and professional manner without regard to the particular interests of either Party.

Section 3. Selection, Replacement and Removal of Disputes Board Members and Candidates.

3.1 Selection of Disputes Board Candidates and Disputes Board Members.

3.1.1 At all times, each Party shall endeavor to maintain a list of five candidates who satisfy the Disputes Board Member Qualifications set forth in Section 4 and have been approved or deemed approved by the other Party to serve on the Disputes Board (each such list being a "Disputes Board Member Candidates List"). No Party shall communicate *ex parte* with a person on its or the other Party's Dispute Board Member Candidates List regarding the substance of a Dispute.

3.1.2 Whenever a Dispute that is subject to the Dispute Resolution Procedures is referred to the Disputes Board for resolution, each Party shall, within 15 days after notice of such referral is given or received (or within seven days after notice of a Fast-Track Dispute is given or received), appoint and engage one of the approved candidates on its Disputes Board Member Candidates List to serve on the Disputes Board. The Disputes Board empanelled to resolve each Dispute shall consist of three individuals, except as otherwise provided for resolution of Small Claims under Section 5.3.3 or resolution of Disputes that arise under Part D of Exhibit 7 as set forth in Section 3.1.5 or as the Parties may agree pursuant to Section 3.1.4. The panel shall consist of (a) one member selected by TxDOT, (b) one member selected by Developer and (c) a third member selected pursuant to Section 3.1.3. To set forth the terms and conditions of such appointment and engagement, each Party and its appointed Disputes Board member shall enter into a Disputes Board Member Joinder Agreement in the form attached hereto as Attachment 1.

3.1.3 The two members whom TxDOT and Developer appoint to the Disputes Board shall, within 15 days after their appointment (or within seven days after their appointment, if the Dispute for resolution is a Fast-Track Dispute), select the third Disputes Board member (the "Disputes Board Chair") from among the remaining candidates that appear on the Parties' respective Disputes Board Member Candidate Lists. If the two Disputes Board members appointed by TxDOT and Developer are unable to reach agreement on their selection of the Disputes Board Chair within such time period, then either TxDOT or Developer or both shall request that the Chief Administrative Judge of the Travis County District Courts select the Disputes Board Chair from among the remaining candidates who appear on the Parties' Disputes Board Member Candidate Lists and meet the Disputes Board Member Qualifications. Both Parties waive all rights to appeal the decision of the Chief Administrative Judge, except if the individual designated by such judge to serve as the Disputes Board Chair is not among the candidates remaining on the Parties' Disputes Board Member Candidate Lists or does not meet the Disputes Board Member Qualifications. Within 15 days after the selection of the Disputes Board Chair by the two appointed members or the Chief Administrative Judge (or within seven days after such selection if the Dispute is a Fast-Track Dispute), the Party on whose list the Disputes Board Chair appears and the individual selected to serve as the Disputes Board Chair shall enter into a Disputes Board Member Joinder Agreement.

3.1.4 The Parties may mutually agree at any time prior to issuance of a Disputes Board Decision that the relevant Dispute shall be resolved by the Disputes Board Chair alone rather than by the three member panel, and any such agreement shall be irrevocable when signed in writing. If the Parties so agree, they shall issue a joint written directive stating their mutual agreement that the Disputes Board Chair alone shall resolve the relevant Dispute. Thereafter, the Disputes Board Chair rather than the Disputes Board shall

resolve the relevant Dispute in accordance with the terms and conditions of this Disputes Board Agreement.

3.1.5 Disputes that arise under Section 1.5.3 of Part D of Exhibit 7 to the Agreement with respect to the forecasts of traffic and revenue under Sections 1.5.2(a) and 1.8 of Part D of Exhibit 7 to the Agreement (such a Dispute a "GP Capacity Improvements T&R Dispute") and that are referred to the Disputes Board for resolution shall be heard and decided by a specially constituted subcommittee of such Disputes Board (such subcommittee a "T&R Disputes Board Subcommittee"). The T&R Disputes Board Subcommittee shall consist of the Disputes Board Chair and three new members selected by the Disputes Board Chair in accordance with this Section 3.1.5. Subject to the provisions of this Section 3.1.5, a T&R Disputes Board Subcommittee that is constituted in accordance with this Section 3.1.5 shall constitute a Disputes Board for the sole purpose of resolving a GP Capacity Improvements T&R Dispute, shall not have any authority to resolve any other Dispute, and a Disputes Board Decision by a T&R Disputes Board Subcommittee with respect to a GP Capacity Improvements T&R Dispute shall be binding on the Disputes Board in connection with any related Dispute.

(a) Immediately after receipt of written notice of a GP Capacity Improvements T&R Dispute, the Disputes Board Chair shall provide TxDOT and Developer the opportunity to make recommendations to, and consult with, the Disputes Board Chair regarding the persons to be appointed as the three additional members to the T&R Disputes Board Subcommittee. The Disputes Board Chair shall decide upon the procedures for receiving recommendations and conducting consultations, which in any case shall be on an expedited basis and shall treat each Party in a non-discriminatory manner. For this limited purpose, the Parties expressly waive the application of Commercial Rule R-10 set forth in Attachment 2 attached hereto.

(b) Each of the three new members of the T&R Disputes Board Subcommittee appointed by the Disputes Board Chair shall satisfy the following qualifications: (i) Not less than 20 years of experience working at a nationally or internationally recognized traffic and revenue consulting firm; (ii) not be subject to disqualification pursuant to Section 4.2, and (iii) not have worked for a consulting firm that has provided traffic and revenue consulting services to either Party in connection with the Dispute or the Facility.

(c) The members of the T&R Disputes Board Subcommittee selected in accordance with this Section 3.1.5 shall constitute Dispute Board members for the sole purpose of a GP Capacity Improvements T&R Dispute and be subject to all the provisions of this Disputes Board Agreement governing Dispute Board members with respect to the subject GP Capacity Improvements T&R Dispute, except that Sections 3.2, 4.1 and 4.3 shall not apply.

(d) When hearing and deciding upon any GP Capacity Improvements T&R Dispute, the T&R Disputes Board Subcommittee shall use as its baseline reference the traffic and revenue study and projections prepared by the traffic and revenue consultant that TxDOT and Developer mutually retain pursuant to Section 1.5.2 of Part D of Exhibit 7 to the Agreement. The Parties shall have the right to present arguments and evidence, including traffic and revenue studies and projections from other traffic and revenue consultants, in support of or in opposition to the study and projections of the mutually retained traffic and revenue consultant. The T&R Disputes Board Subcommittee shall duly weigh and consider all such evidence and arguments presented, and shall have the power to accept, modify, supplement or reject the baseline reference.

3.2 Replacing Candidates on a Party's Disputes Board Member Candidates List.

3.2.1 At any time, either Party may replace any individual on its respective Disputes Board Member Candidates List that is not then serving on the Disputes Board; provided, however, that no such individual shall be added to the Disputes Board Member Candidates List of the proposing Party (the "Nominating Party") until complete Disclosure Statements relating to such individual are furnished to the other Party (the "Evaluating Party") and the Evaluating Party approves or is deemed to approve such individual for inclusion on the Nominating Party's Disputes Board Member Candidates List. "Disclosure Statements" shall consist of the proposed Disputes Board Member candidate's resume of experience and a discussion of the Disputes Board Member Qualifications as they apply to the proposed candidate. Within 30 days after the Evaluating Party receives a proposed candidate's Disclosure Statements (the "Disputes Board Member Candidate Evaluation Period"), the Evaluating Party shall evaluate the proposed candidate's Disclosure Statements and notify the Nominating Party as to whether the candidate is approved by the Evaluating Party for inclusion on the Nominating Party's Disputes Board Member Candidates List.

3.2.2 During the Disputes Board Member Candidate Evaluation Period, the Evaluating Party (a) shall submit written inquiry to the Nominating Party if, in the Evaluating Party's reasonable judgment, the Disclosure Statements for the proposed candidate are incomplete such that, if they are not supplemented to the Evaluating Party's reasonable satisfaction, such incompleteness will comprise a basis for the Evaluating Party's disapproval of the proposed candidate and (b) may submit written inquiries to the Nominating Party if the Evaluating Party has questions or concerns about the proposed candidate's qualifications to serve on the Disputes Board in light of the Disputes Board Member Qualifications. Within 15 days after the Nominating Party's receipt of any such written inquiry from the Evaluating Party, the Nominating Party shall (or shall cause the proposed candidate to) furnish a written response to the Evaluating Party's inquiry. The Evaluating Party may submit up to three such written inquiries. The Disputes Board Member Candidate Evaluation Period shall be extended a total of 30 days (including the 15 day inquiry response period) for each written inquiry made by the Evaluating Party. The submission of incomplete Disclosure Statements (following written inquiry from the Evaluating Party so that the Nominating Party has the opportunity to supplement any such incomplete Disclosure Statements) or failure by the Nominating Party or its proposed candidate to fully respond to the Evaluating Party's written inquiry shall constitute a basis for the Evaluating Party to disapprove the proposed candidate during the Disputes Board Member Candidate Evaluation Period. If the Evaluating Party notifies the Nominating Party of its approval, or does not notify the Nominating Party of its disapproval, of a proposed candidate within the Disputes Board Member Candidate Evaluation Period (as it may be extended), such candidate shall be approved or deemed approved by the Evaluating Party.

3.2.3 During the course of the Nominating Party replacing five consecutive potential candidates on its Disputes Board Member Candidates List on a cumulative basis over time, the Evaluating Party may, upon notice to the Nominating Party, disapprove up to two proposed candidates for any or no reason. The Evaluating Party may, upon notice to the Nominating Party, only disapprove subsequently proposed candidates of the Nominating Party based on any such candidate's failure to satisfy the Disputes Board Member Qualifications (which failure shall be described in reasonable detail in the Evaluating Party's notice of disapproval).

3.2.4 If the Evaluating Party does not approve a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List, the Nominating Party shall propose subsequent candidates in reasonably rapid succession, and the selection process shall continue until the Evaluating Party's approval is obtained or deemed obtained as to a proposed candidate's inclusion on the Nominating Party's Disputes Board Member Candidates List.

3.2.5 If the Evaluating Party disapproves a proposed candidate of the Nominating Party due to failure of such candidate to satisfy the Disputes Board Member Qualifications, but the Nominating Party disagrees that such candidate is not qualified or eligible for service, the Nominating Party may seek resolution pursuant to Section 17.8.4 of the Agreement.

3.3 Removal of Disputes Board Member; Appointment of Replacement.

3.3.1 Subject to Section 3.3.2, any of the Persons specified in this Section 3.3.1 at any time may terminate the appointment of a Disputes Board member (including the Disputes Board Chair) due to (a) Disputes Board Member Conflict of Interest or (b) Disputes Board Member Misconduct (such termination constituting a termination "For Cause" hereunder). Subject to Section 3.3.2, termination for Cause shall be effective upon service of such Person's notice of termination on the affected Disputes Board member and the Parties. Following termination and removal For Cause, or the death or resignation of a Disputes Board member, the Disputes Board shall not proceed with the resolution of the applicable Dispute until a replacement has been appointed.

(a) Any two members of the Disputes Board may terminate the third Disputes Board member's appointment For Cause;

(b) TxDOT and Developer may, upon mutual agreement, terminate any Disputes Board member's appointment For Cause or without cause; and

(c) TxDOT or Developer may unilaterally terminate the appointment of any Disputes Board member For Cause.

3.3.2 If a Disputes Board member's appointment is terminated For Cause and a Party disagrees that such Disputes Board member should have been terminated For Cause, such Party may, within five Business Days after such Party receives notice of the Disputes Board member's termination of appointment, seek resolution pursuant to Section 17.8 of the Agreement. The Disputes Board member who is the subject of the disputed termination For Cause shall not participate in the resolution of such Dispute, but may be called to provide testimony and evidence. A Party may not unilaterally or by mutual agreement with the other Party terminate the appointment of any Disputes Board member For Cause and then dispute the proprietary of such termination. If the resolution of the Dispute is that termination of a Disputes Board member For Cause was unjustified, such termination shall be void.

3.3.3 In the event that one or more Disputes Board members needs to be replaced due to removal, death or resignation of one or more Disputes Board members, replacement Disputes Board members shall be appointed in the same manner as the predecessor Disputes Board members until the Disputes Board is reconstituted as a three person board. The Parties shall commence the process to appoint each replacement Disputes

Board member as soon as notice of removal, death or resignation is given or received and shall complete the appointment as soon as possible, but in no event more than 30 days thereafter.

Section 4. Qualifications and Conduct of Disputes Board Members.

"Disputes Board Member Qualifications," as they pertain to each Disputes Board Member or proposed candidate for inclusion on a Party's Disputes Board Member Candidate List, consist of the requisite experience described in Section 4.1 and the absence of grounds for disqualification as described in Section 4.2.

4.1 Requisite Experience. Except as otherwise set forth in Section 3.1.5, all Disputes Board members shall be attorneys who (a) are retired judges with at least ten years prior experience as a sitting judge or (b) are active members of the State Bar of Texas or any other state bar (of the United States) with at least ten years prior experience acting as mediators, arbitrators or dispute board members for commercial disputes, in either case who have not been subject to disciplinary action within the past ten years. Preference shall be given to attorneys who, in addition to meeting the foregoing qualifications, are also experienced in interpreting or adjudicating contract rights and claims involving financing, design, construction, operations and/or maintenance of public infrastructure projects. The other Party cannot disapprove a proposed candidate for inclusion on a Party's Dispute Board Member Candidate List due to lack of preferred qualifications if the Candidate List includes two other candidates who have one of the preferred qualifications.

4.2 Disqualification. No Disputes Board member shall have a Disputes Board Member Conflict of Interest or a financial interest in the Facility, in any Contract or in the outcome of any Dispute decided hereunder, except for payments to that member for services on the Disputes Board.

4.3 Effect of Party's Prior Approval of Disputes Board Member.

4.3.1 An Evaluating Party's approval or deemed approval of a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List shall constitute an irrevocable waiver of any subsequent objection to such individual's lack of qualifications under Section 4.1 (except if such individual's lack of qualifications constitutes Misconduct, as addressed in Section 4.3.2).

4.3.2 No approval or deemed approval by the Evaluating Party of a proposed candidate for inclusion on the Nominating Party's Disputes Board Member Candidates List shall constitute a waiver of any objection to a Conflict of Interest or Misconduct of such individual under Section 4.2, except that any matter fully disclosed in an individual's Disclosure Statements prior to inclusion of such individual on the Nominating Party's Disputes Board Member Candidates List with the approval or deemed approval of the Evaluating Party may not be subsequently asserted by the Evaluating Party as a Conflict of Interest or Misconduct constituting grounds for termination and removal of such individual from the Nominating Party's Disputes Board Member Candidates List or from service as a Disputes Board member.

Section 5. Procedures and Scope of Work of the Disputes Board.

5.1 Procedures; Modification of Procedures. The Disputes Board shall conduct its proceedings to resolve a Dispute in accordance with the requirements specified or referenced herein; provided, however, that:

(a) The Parties may jointly modify the procedures applicable to the Disputes Board's proceedings to resolve a Dispute, effective upon the Disputes Board Chair's receipt of the Parties' written notice describing such modification in detail (the foregoing being without limitation to any requirements applicable to the Parties' amendment of the Agreement or any requirements applicable to modification of the DRP Rules or the Sections of the Code under which the DRP Rules are promulgated); and

(b) The Disputes Board may modify the procedures applicable to its proceedings to resolve a Dispute so as to be more responsive to the needs of the Parties, provided that (i) the Disputes Board Chair issues written notice to the Parties describing the proposed modification in detail and (ii) both Parties give their written consent thereto. Such modification shall take effect upon the Disputes Board Chair's receipt of the Parties' written consent.

5.2 Jurisdiction. If a responding Party asserts that a particular claim, demand, dispute, disagreement or controversy is a matter identified in Section 17.8.1.5 of the Agreement as beyond the Dispute Board's authority, the Disputes Board shall hear, consider and render a determination with respect to such assertion as a preliminary matter prior to consideration of the underlying matter. If the Disputes Board determines that the claim, demand, dispute, disagreement or controversy is a matter identified in Section 17.8.1.5 of the Agreement as beyond its authority, then it shall issue a Disputes Board Decision dismissing the same, without prejudice to the claiming Party's right to appeal such Disputes Board Decision in accordance with Section 17.8.5.1 of the Agreement or to pursue the claim, demand, dispute, disagreement or controversy in the proper jurisdiction. If the Disputes Board determines the claim, demand, dispute, disagreement or controversy is a matter within its authority, it shall issue such determination in writing to the Parties, including its reasoning, proceed to consideration of the underlying matter, and include in the Disputes Board Decision on the underlying matter findings of fact, conclusions and a decision on the issue of its authority. No appeal may be taken from the Disputes Board's determination that it has the requisite authority over the matter until a Disputes Board Decision is rendered on the underlying matter. If the responding Party asserts lack of authority before the Disputes Board prior to hearings on the underlying matter, then the responding Party's appearance in the Disputes Board proceedings to contest the underlying matter shall be without waiver of or prejudice to its right to appeal in accordance with Section 17.8 of the Agreement the Disputes Board's determination of authority.

5.3 Procedures for Disputes Board's Resolution of Disputes.

5.3.1 The Disputes Board shall conduct its proceedings in accordance with the Commercial Rules, including any time periods listed therein for actions by the Disputes Board. "Commercial Rules" means the dispute resolution proceedings set forth in Attachment 2 attached hereto. For Fast-Track Disputes, the time frames provided in the Commercial Rules for Expedited Procedures (as defined in Attachment 2) shall apply in accordance with the Commercial Rules.

5.3.2 Each Disputes Board member, or the Disputes Board Chair on behalf of the Disputes Board, shall promptly notify the Parties if any circumstance has arisen or is likely to arise that would prevent prompt resolution of the applicable Dispute in accordance with the Commercial Rules and this Disputes Board Agreement.

5.3.3 The following provisions pertain to Small Claims:

(a) A "Small Claim" is a Claim or related or similar Claims that arise fairly contemporaneously out of the same set of acts, events or circumstances, that the Parties mutually agree to have resolved solely by the Disputes Board Chair, and that the Parties mutually agree will be subject to an aggregate cap on award. A non-binding example of a Small Claim is where the cumulative amount in controversy of a Claim or related or similar Claims is $500,000 or less.

(b) Once the Disputes Board Chair is appointed to resolve a Small Claim, the other two Disputes Board members shall be released from further service. Alternately, the Parties may, but are not obligated to, bypass appointment of two Dispute Board members and directly select a mutually acceptable individual from the Dispute Board Member Candidates Lists to serve as the Disputes Board Chair to resolve the Small Claim. Thereafter, in the context of the Disputes Board Chair's resolution of a Small Claim hereunder, all references in the dispute resolution procedures established in Section 17.8.4 of the Agreement to the "Disputes Board" or the "Disputes Board members" shall mean and refer to the Disputes Board Chair. At any time prior to the close of the Disputes Board hearing under R-27 of the Commercial Rules, if, due to amendment of the Dispute as to the amount in controversy, aggregation of the Dispute with other Disputes or other changes that cause a Party to no longer consent to resolution of the Dispute as a Small Claim by the Dispute Board Chair, such Party may, upon notice to the Disputes Board Chair and the other Party, withdraw its assent to resolution of the Dispute as a Small Claim by the Disputes Board Chair and require that a full three-member Disputes Board be empanelled to resolve such Dispute.

(c) The Disputes Board Chair shall have no authority to award compensation or damages in a Disputes Board Decision regarding a Small Claim aggregating more than the mutually agreed aggregate cap on award, and TxDOT or Developer as the claiming Party, as the case may be, asserting a Small Claim hereby irrevocably waives any right, at law or in equity, to any damages or award arising out of such Small Claim in excess of such cap.

5.4 Aggregation of Disputes.

(a) Except with respect to GP Capacity Improvements T&R Disputes, either Party shall be entitled to request the Disputes Board to aggregate the consideration of multiple Disputes for resolution by the Disputes Board where common questions of fact, Law and contract interpretation and the efficiencies to be gained in conducting a single proceeding to resolve all such Disputes merit the aggregate consideration of all such Disputes. Upon receipt of such a request, the Disputes Board shall consider the aggregated Disputes in a single proceeding unless, as a preliminary matter, the Disputes Board determines (after considering any evidence presented by the Parties in support of, or in opposition to, the proposed aggregation) that this is inappropriate. The Disputes Board shall revise or deny the proposed aggregation if there are insufficient common questions of fact, Law and contract interpretation among the proposed aggregated Disputes, or if the efficiencies to be gained by conducting a single proceeding to resolve such Disputes are outweighed by the need for separate and independent resolution of some or all of the proposed aggregated Disputes. The Disputes Board shall specify, in a Disputes Board Decision on this matter, which Disputes (if any) are to be aggregated and which Disputes (if any) are to be excluded from aggregation. Those not aggregated shall be considered by a separately empanelled Disputes Board in a separate proceeding. A Disputes Board Decision regarding whether Disputes will be aggregated for resolution in a single proceeding before the Disputes Board shall be final, binding and not subject to appeal.

(b) In the event of concurrent GP Capacity Improvements T&R Disputes or GP Capacity Improvements T&R Disputes that are concurrent with a Dispute regarding the determination of the GP Public Funds Amount for the same GP Capacity Improvements, such Disputes shall be aggregated and considered in a single proceeding before a Disputes Board that has constituted a T&R Disputes Board Subcommittee in accordance with Section 3.1.5.

5.5 Issuance of Disputes Board Decision and Any Minority Report. The Disputes Board should make every effort to reach a unanimous decision among the Disputes Board members. If this proves infeasible, for Disputes other than GP Capacity Improvements T&R Disputes, the dissenting Disputes Board member may prepare a minority report. With respect to GP Capacity Improvements T&R Disputes , a decision by three of the four members of the T&R Disputes Board Subcommittee, or if there is no majority decision, a unanimous decision by two of the T&R Disputes Board Subcommittee members who were appointed by the Disputes Board Chair, shall constitute the Disputes Board Decision with respect to such GP Capacity Improvements T&R Disputes. Within 20 days after the final hearing on a Dispute (and within five days after the final hearing on a Fast-Track Dispute), the Disputes Board Chair shall issue to the Parties the Dispute Board Decision, including the Disputes Board's and T&R Disputes Board Subcommittee's written findings of fact and conclusions of law in support of the Disputes Board Decision. For the limited purpose of any GP Capacity Improvements T&R Dispute, the Parties hereby expressly waive the application of Commercial Rule R-32 set forth in Attachment 2 attached hereto.

5.6 Confidential Materials; Return or Destruction Thereof. "Confidential Materials" are all documents, other written materials and information presented or exchanged in a proceeding before the Disputes Board that are confidential pursuant to Section 17.8.9 of the Agreement. Each Disputes Board member shall maintain the privacy of Confidential Materials pursuant to Section 17.8.9 of the Agreement. Within 30 days after the Disputes Board Chair receives written notice of issuance of a final, non-appealable order on a Dispute that was the subject of a Disputes Board Decision, the Disputes Board Chair shall furnish written notice to each Party listing the Confidential Materials in the Disputes Board's possession and, except for those Confidential Materials that a Party directs the Disputes Board to return to such Party in writing within 15 days after receipt of such notice, the Disputes Board Chair shall destroy all copies of all Confidential Materials in the Disputes Board's possession. Until the time for the Disputes Board Chair's issuance of the foregoing written notice, the Disputes Board shall hold all Confidential Materials in confidence.

5.7 Dissolution of Disputes Board. Once there is issued a final, non-appealable order on a Dispute that was the subject of a the Disputes Board Decision, the Disputes Board shall be dissolved and the Disputes Board members serving on such Disputes Board shall be released from further service.

Section 6. Reserved.

Section 7. TxDOT and Developer Responsibilities.

7.1 TxDOT Responsibilities. TxDOT shall serve upon each Disputes Board member one copy of the Agreement. TxDOT shall also serve upon each Disputes Board member (and concurrently upon Developer) any other documents which are or may become pertinent to the activities of the Disputes Board, including but not limited to any Change Order, Directive Letter or other written direction, instruction, determination or decision of TxDOT.

7.2 Developer Responsibilities. Developer shall serve on each Disputes Board member (and concurrently on TxDOT) one set of any documents which are or may become pertinent to the activities of the Disputes Board, except those documents furnished by TxDOT. Such documents may include, but shall not be limited to, any drawings or sketches, calculations, procedures, schedules, estimates or other documents and Submittals which are used in the performance of the Work or in justifying or substantiating Developer's position.

7.3 Parties' Responsibilities for Costs and Expenses; Cooperation.

7.3.1 Each Party shall be responsible and make payment for its one-half share of all facilities fees, support services costs and other expenses of the Disputes Board's proceedings within 30 days after receipt of invoices for such costs and expenses. A Party that disputes an invoice for any such cost or expense relating to the Disputes Board's proceedings shall notify the other Party of such dispute promptly after receipt of such invoice. If either Party fails to pay its share of the amount owing under any invoice for such costs and expenses at the time required for payment, then, unless the non-paying Party has promptly disputed the amount due, (a) the other Party may make payment in lieu of the non-paying Party and (b) the paying Party will be entitled to recover (or offset) the amount paid on behalf of the refusing Party, with interest at a floating rate equal to the LIBOR in effect from time to time until the date the amount due is paid, no matter which Party is the prevailing Party.

7.3.2 Each Party shall diligently cooperate with the Disputes Board and the other Party and shall perform such acts as may be necessary to obtain an efficient and expeditious resolution of the Dispute submitted to the Disputes Board. If either Party fails to diligently cooperate with the Disputes Board or the other Party (upon evidence of such failure presented to and evaluated by the Disputes Board) and the Disputes Board determines that such failure was egregious, the Disputes Board shall take into account such egregious failure to cooperate in its Disputes Board Decision; subject, however, to the limitations on the Disputes Board's authority set forth in Section 17.8.4.1 of the Agreement.

Section 8. Term.

Consistent with the DRP Rules, the term of this Disputes Board Agreement shall commence on the Effective Date and continue in full force and effect for the Term of the Agreement and thereafter for so long as either Party has any obligation under the FA Documents until the applicable statute of limitations on any Dispute in regard to such obligation has expired.

Section 9. Payment of Disputes Board Members' Fees, Costs and Expenses.

9.1 Payment for Services. Payment of fees for work performed and services rendered by each Disputes Board member and for his or her direct out-of-pocket costs and expenses shall be calculated in accordance with the payment terms set forth for such Disputes Board member in his or her Disputes Board Member Joinder Agreement. The personal services of the Disputes Board member are a condition to receiving payments hereunder. Such payments shall be full compensation for work performed and services rendered by each respective Disputes Board member, and for all labor, materials, supplies, equipment and incidentals necessary for such Disputes Board member's participation on the Disputes Board.

9.2 Disputes Board Member Invoices. Each Disputes Board member shall submit invoices concurrently to TxDOT and Developer on a monthly basis for payment of the full

amount due for such Disputes Board member's work performed and services rendered in the prior month. Such invoices shall be in a format approved by TxDOT and Developer, accompanied by an itemization of days and hours billed along with a description of activities performed during each day in that billing period, and an itemization of direct non-salary costs incurred supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data. Such invoices shall specify that the invoiced Party is responsible only for one-half of the invoiced amount. The amount to be paid shall be established from the applicable billing rate set forth in each Disputes Board member's Disputes Board Member Joinder Agreement plus costs and expenses in accordance with such agreement.

9.3 Payment by Parties. Each Party shall be responsible and make payment for one-half of all fees, costs and expenses of the Disputes Board members' service on the Disputes Board. Such costs and expenses include, but are not limited to, required travel of the Disputes Board members, and the costs of witnesses and of any proof produced at the direct request of the Disputes Board. Each Disputes Board member will be paid within 30 days of the Parties' receipt and acceptance of invoices therefor. A Party that disputes a Disputes Board member's invoice shall notify such member and the other Party in writing of such dispute promptly after receipt of such invoice. If either Party fails to pay its share of the amount owing to any Disputes Board member at the time required for payment, then, unless the non-paying Party has promptly disputed the amount due, (a) the other Party may make payment in lieu of the non-paying Party and (b) the paying Party will be entitled to recover (or offset) the amount paid on behalf of the refusing Party, with interest at a floating rate equal to the LIBOR in effect from time to time until the date the amount due is paid, no matter which Party is the prevailing Party.

9.4 Retention of Cost Records and Accounts. Disputes Board members shall keep available for inspection by representatives of TxDOT and Developer, for a period of five years after final payment, the cost records and accounts pertaining to this Disputes Board Agreement and the performance of work and rendition of services as a member of the Disputes Board. If any claim arising out of the Disputes Board member's services or compensation under this Disputes Board Agreement is initiated before the expiration of the five year period, the Disputes Board member shall retain the cost records and accounts until such claim is completed.

9.5 Parties to Bear Own Costs. Each Party shall bear its own costs arising out of or in connection with the Dispute Resolution Procedures. The Party producing a witness shall bear the fees, costs and expenses of such witness, except that the Parties shall split the expenses for any expert witness retained by the Disputes Board to advise them regarding a Dispute.

Section 10. Nonassignability.

Disputes Board members shall not assign or delegate any of the work or services to be rendered in connection with the Dispute Resolution Procedures without the prior written consent of both TxDOT and Developer.

Section 11. Legal Relations.

11.1 Disputes Board Member as Independent Contractor. The Parties mutually understand and agree that any Disputes Board member, in the performance of duties as a Disputes Board member on the Disputes Board, is acting in the capacity of an independent

contractor and not as an employee or agent of TxDOT or Developer. No Disputes Board member will be entitled to any employee benefits from either Party.

11.2 No Effect on Potential Liabilities. Except for the payment, offset and reimbursement obligations agreed to by the Parties as set forth herein, nothing in this Disputes Board Agreement alters the potential liabilities of either Party.

11.3 Damages Waiver. Neither TxDOT nor Developer will hold any Disputes Board member responsible for claims, damages, losses and expenses, including, but not limited to attorneys' fees and expenses, arising out of or resulting from the actions and recommendations of the Disputes Board, and the Parties expressly waive any right to the foregoing, except as a result of fraud, willful misconduct or criminal actions of the applicable Disputes Board member.

Section 12. Applicable Law.

The Disputes for resolution by the Disputes Board shall be governed by and resolved under the Laws of the State of Texas, without regard to conflicts of law principles that would refer one to the Laws of another State.

Section 13. Amendment in Writing.

This Disputes Board Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

Section 14. Complementary Provisions; Order of Priority.

The Parties intend for the procedures established in Section 17.8.4 of the Agreement and the terms and conditions of this Disputes Board Agreement to be complementary. In the event of any conflict between this Disputes Board Agreement and Section 17.8.4 of the Agreement, the Agreement shall control.

Section 15. Notices.

Notices hereunder shall be sent as provided in Section 24.12 of the Agreement. The address for each Disputes Board member shall be set forth on the signature page of each Disputes Board Member Joinder Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Disputes Board Agreement as of the Effective Date.

[Signature Page Immediately Follows]

Developer:

NTE Mobility Partners Segments 3, LLC

By: _____
Name: Nicolas Rubio
Title: Authorized Representative

By: _____
Name: Sven Kottwitz
Title: Authorized Representative

TxDOT:

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Phil Wilson
Executive Director

ATTACHMENT 1 TO DISPUTES BOARD AGREEMENT

DISPUTES BOARD MEMBER JOINDER AGREEMENT

This DISPUTES BOARD MEMBER JOINDER AGREEMENT is entered into this _____ day of _____, _____ by and between _____ [*Specify TxDOT or Developer*] (the "Appointing Party"), and _____, an individual (the "Disputes Board Member").

RECITALS

A. TxDOT and Developer are parties to that certain Facility Agreement, North Tarrant Express Segments 3A & 3B Facility, dated as of the Effective Date (the "Agreement").

B. Section 17.8.4 of the Agreement provides for the establishment and operation of a Disputes Board) to resolve Disputes.

C. The Appointing Party desires to appoint the Disputes Board Member to the Disputes Board to resolve such a dispute and the Disputes Board Member desires to accept such appointment, each on the terms and conditions set forth in Section 17.8.4, the Disputes Board Agreement and this Disputes Board Member Joinder Agreement.

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein and in the Disputes Board Agreement, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties hereto hereby agree as follows:

Section 1. Definitions and References.

1.1 Definitions. All capitalized terms used in this Disputes Board Member Joinder Agreement and not defined or modified herein shall have the respective meanings set forth in the Agreement and, if not defined therein, in the Disputes Board Agreement.

1.2 Reference to Disputes Board Agreement and Section 17.8.4 of Agreement. The Disputes Board Agreement and Section 17.8.4 of the Agreement, which, among other things, discusses the Disputes Board's role in resolving Disputes, are incorporated herein by reference.

Section 2. Appointment.

2.1 Appointment. The Appointing Party appoints the Disputes Board Member to the Disputes Board to serve thereupon and resolve the applicable Dispute, and the Disputes Board Member accepts such appointment and agrees to perform such service, in accordance with the terms and conditions of Section 17.8.4 of the

Agreement, the Disputes Board Agreement and this Disputes Board Member Joinder Agreement.

2.2 Term of Service. The Disputes Board Member shall serve on the Disputes Board through issuance of a final, non-appealable order concerning the applicable Dispute, except that (a) unless he or she is the Disputes Board Chair, he or she may be earlier dismissed from service pursuant to Section 5.3.3(b) of the Disputes Board Agreement because the dispute to be resolved is a Small Claim; (b) the Disputes Board Member may resign for health considerations or other reasons of disability; or (c) the Disputes Board Member shall resign if he or she discovers facts or circumstances that would, in such member's good faith judgment, (i) prevent such member from discharging his or her duties in the impartial and objective manner required under the Disputes Board Agreement or (ii) result in a Party terminating such member's appointment For Cause. The Disputes Board Member shall endeavor to give 30 days' notice prior to the effective date of his or her resignation

Section 3. Representations, Warranties and Covenants.

3.1 Representations and Warranties. The Disputes Board Member hereby represents and warrants to TxDOT and Developer that such Disputes Board Member satisfies the Disputes Board Member Qualifications.

3.2 Covenants. The Disputes Board Member covenants to TxDOT and Developer that he or she:

(a) Shall be bound by and perform such member's obligations with respect to the Dispute Resolution Procedures in accordance with Section 17.8.4 of the Agreement;

(b) Shall not engage in any conduct that would be or result in a Disputes Board Member Conflict of Interest or Disputes Board Member Misconduct; and

(c) Shall preserve, maintain and protect the confidentiality of Confidential Materials in accordance with Section 17.8.9 of the Agreement.

Section 4. Compensation.

4.1 Invoicing and Payment. The Disputes Board Member's hourly billing rate and costs and expenses for service on the Disputes Board or means for calculating the same are attached hereto as Annex 1. Invoicing and payment of fees, costs and expenses shall take place in accordance with Sections 9.1, 9.2 and 9.3 of the Disputes Board Agreement.

4.2 No Compensation After Termination. If the Disputes Board Member's appointment to the Disputes Board is terminated, whether For Cause or otherwise, the Disputes Board Member will not be entitled to receive payment for any services rendered or costs and expenses incurred after the date of termination of such appointment.

Section 5. General Provisions.

5.1 Third Party Beneficiary. Whichever of TxDOT or Developer that is not the Appointing Party is an express third party beneficiary of this Disputes Board Member Joinder Agreement entitled to enforce the terms and conditions hereof against the Disputes Board Member.

5.2 Nonassignability. The Disputes Board Member shall not assign or delegate any of the work or services to be rendered in connection with the Dispute Resolution Procedures without the prior written consent of both TxDOT and Developer.

5.3 Disputes Board Member as Independent Contractor. The Disputes Board Member is acting in the capacity of an independent contractor and not as an employee or agent of TxDOT or Developer. The Disputes Board Member is not entitled to any employee benefits from either Party.

5.4 Consequential Damages Waiver. In no event shall TxDOT or Developer have any liability to the Disputes Board Member other than for payment of the Disputes Board Member's fees, costs and expenses hereunder. Neither TxDOT nor Developer shall be liable to the Disputes Board Member for any special, consequential, indirect, enhanced, punitive, or similar damages (including lost profits that are not direct damages), including but not limited to attorneys' fees and expenses, arising under or in connection with this Disputes Board Member Joinder Agreement, and the Disputes Board Member expressly waives any right to the foregoing.

5.5 Governing Law. This Disputes Board Member Joinder Agreement shall be governed by and construed in accordance with the Laws of the State of Texas, without regard to conflicts of law principles that would refer one to the Laws of another State.

5.6 Entire Agreement. This Disputes Board Member Joinder Agreement, and the documents referenced herein, contain the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, understandings, statements, representations and negotiations between the parties hereto with respect to its subject matter.

5.7 Amendment in Writing. This Disputes Board Member Joinder Agreement may be altered, amended or revoked only by an instrument in writing signed by each Party. No verbal agreement or implied covenant or agreement shall be held to vary the terms hereof, any statute, law or custom to the contrary notwithstanding.

5.8 Survival. This Disputes Board Member Joinder Agreement shall automatically terminate upon expiration or termination of the Disputes Board Member's service hereunder, except that the provisions of Section 4.2 and this Section 5 shall survive termination of this Disputes Board Member Joinder Agreement.

5.9 Counterparts. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Immediately Follows]

IN WITNESS WHERE, the parties hereto, intending to be legally bound, have executed this Disputes Board Member Joinder Agreement as of the day and year first set forth above.

Appointing Party:

[*TxDOT or Developer*]

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

Disputes Board Member:

By:_____

Name:_____

Address: _____
_____
_____
_____

Annex 1
to
Disputes Board Member Joinder Agreement

Fees, Costs and Expenses

[*to be attached*]

ATTACHMENT 2 TO DISPUTES BOARD AGREEMENT
COMMERCIAL RULES

R-1. Agreement of The Parties

(a) The "Expedited Procedures" means the rules set forth in Sections E-1 through E-6 below. Unless the Parties determine otherwise, the Expedited Procedures shall apply to Fast-Track Disputes in addition to any other portion of these rules that is not in conflict with the Expedited Procedures.

(b) The "Procedures for Large, Complex Commercial Disputes" means the rules set forth in Sections L-1 through L-3 below. Unless the Parties agree otherwise, such Procedures shall apply to all cases in which the Dispute is valued at $500,000 or more, exclusive of claimed interest, fees and costs provided, however, that the amount of $500,000 shall be adjusted on every fifth anniversary of the Effective Date by the percentage increase (if any) in the CPI between the date the CPI was most recently published before the Effective Date and the date most recently published before the date of adjustment. The Parties may also agree to use such Procedures in cases involving non-monetary Disputes. Such Procedures shall be applied in addition to any other portion of these rules that is not in conflict with the Procedures for Large, Complex Commercial Disputes.

(c) All other cases shall be administered in accordance with Sections R-2 through R-42 of these rules.

(d) If there is any inconsistency between these Commercial Rules and Section 17.8.4 of the Agreement or the Disputes Board Agreement, Section 17.8.4 of the Agreement and the Disputes Board Agreement shall control.

R-2. Disputes Board

The term "Disputes Board" in these Commercial Rules refers to the three member Disputes Board, constituted for a particular case, or to the Disputes Board Chair, as the context requires.

R-3. Assumed Objection

Unless the responding Party states otherwise in its response to the claiming Party's notice of referral of a Dispute to the Disputes Board, all aspects of the Dispute will be deemed denied by the other Party (other than any objection to the Disputes Board's authority to resolve the Dispute, which must be affirmatively asserted).

R-4. Changes of Claim

After notice of referral of a Dispute to the Disputes Board is given or received, if either Party desires to make any amended, new or different claim or counterclaim, it shall be made in

writing and filed with the Disputes Board. The Party asserting such an amended, new or different claim or counterclaim shall provide a copy to the other Party, who shall have 15 days from the date of such transmission within which to file an answering statement with the Disputes Board.

R-5. Jurisdiction

(a) The Disputes Board shall have the power to rule on its own jurisdiction, i.e., to determine if the Disputes Board is barred from considering and resolving an alleged Dispute pursuant to Section 17.8.1.5 of the Agreement.

(b) The Disputes Board shall rule on jurisdictional objections as a preliminary matter prior to proceeding with proceedings to resolve the underlying Dispute.

R-6. Administrative Conference

At the request of either Party or upon the Disputes Board's own initiative, the Disputes Board may conduct an administrative conference, in person or by telephone, with the Parties and/or their representatives. The conference may address such issues as the replacement of one or more Disputes Board members, potential mediation of the Dispute, potential exchange of information, a timetable for hearings and any other administrative matters.

R-7. Appointment

Because the Disputes Board Agreement between the Parties specifies a method of appointing a Disputes Board, that designation or method shall be followed.

R-8. Disclosure

(a) Any person appointed or to be appointed as a Disputes Board member shall disclose to the Parties any circumstance likely to give rise to justifiable doubt as to such Disputes Board member's impartiality or independence, including any bias or any financial or personal interest in the resolution of the Dispute or any past or present relationship with the Parties or their representatives. Such obligation shall remain in effect throughout the period of such member's service on the Disputes Board.

(b) In order to encourage disclosure by Disputes Board Members and candidates, disclosure of information pursuant to this R-8 is not to be construed as an indication that the disclosing individual considers that the disclosed circumstance is likely to affect impartiality or independence.

R-9. Disqualification of Disputes Board Member

Each Disputes Board member shall be impartial and independent and shall perform his or her duties with diligence and in good faith, and shall be subject to disqualification for:

(a) inability or refusal to perform his or her duties with diligence and in good faith, and

(b) any grounds for disqualification provided by applicable law, the Disputes Board Agreement or the Agreement.

R-10. No *Ex Parte* Communication with Disputes Board Members

(a) During the period that any Disputes Board member is then serving on a Disputes Board, (i) neither Party, including the members of its Conflicts Group and its counsel or designated representatives, shall communicate *ex parte* with such Disputes Board member and (ii) no Disputes Board member shall communicate *ex parte* with any Person (other than other Disputes Board members), including but not limited to, either Party, its counsel or designated representatives, regarding any aspect of the applicable Dispute.

(b) Each Party may communicate in writing or by e-mail with individuals listed on its respective Disputes Board Member Candidates' List for the purposes of (i) ascertaining their availability to serve on a particular Disputes Board and/or (ii) reconfirming such individuals' qualifications under the Disputes Board Member Qualifications and the absence of Conflicts of Interest and Misconduct, provided that the communicating Party simultaneously furnishes copies of all such written correspondence with such individuals to the other Party. *Ex parte* communication regarding the substance of any Dispute between a Party and individuals listed on its respective Disputes Board Member Candidates' List is prohibited.

R-11. Hearings After Filling of Vacancies

In the event of the appointment of a substitute Disputes Board member, the panel of Disputes Board members shall determine in its sole discretion whether it is necessary to repeat all or part of any prior hearings.

R-12. Preliminary Hearing

(a) At the request of either Party or at the discretion of the Disputes Board, the Disputes Board may schedule as soon as practicable a preliminary hearing with the Parties and/or their representatives. The preliminary hearing may be conducted by telephone at the Disputes Board's discretion.

(b) During the preliminary hearing, the Parties and the Disputes Board should discuss the future conduct of the case, including clarification of the nature of the Dispute, a schedule for the hearings and any other preliminary matters.

R-13. Exchange of Information; Discovery

(a) At least five Business Days prior to the hearing, the Parties shall exchange (i) copies of all exhibits they intend to submit at the hearing and (ii) lists of witnesses anticipated to be called at the hearing, in each case except for witnesses or exhibits to be offered for the purpose of impeachment or rebuttal.

(b) The Disputes Board Chair is authorized to resolve any disputes concerning the exchange of information or the Parties' discovery.

R-14. Date, Time, and Place of Hearing

The Disputes Board Chair shall set the date, time, and place for each hearing at a neutral and reasonably cost-efficient location in Travis County, Texas that is reasonably convenient for the Parties. The Parties shall respond to requests for hearing dates in a timely manner, be cooperative in scheduling the earliest practicable date, and adhere to the established hearing schedule. The Disputes Board shall send a notice of hearing to the Parties at least five Business Days in advance of the hearing date, unless otherwise agreed by the Parties.

R-15. Attendance of Witnesses

Except for each Party's counsel and other authorized representative, upon the request of either Party or its own initiative, the Disputes Board shall have the power to require the exclusion of any witness or potential witness during the testimony of any other witness.

R-16. Representation

Counsel or other authorized representative may represent each Party. A Party intending to be so represented shall notify the other Party and the Disputes Board of the name and address of the representative at least three days prior to the date set for the hearing at which that person is first to appear. When such a representative initiates or responds for a Party in the course of the Dispute Resolution Procedures, notice is deemed to have been given by the Party represented by such representative.

R-17. Dispute Board Members' Certifications; Witness Oaths

Before proceeding with the first hearing, each Disputes Board member shall have entered into a Disputes Member Joinder Agreement with a Party in which he or she certifies as to his or her meeting the Disputes Board Member Qualifications and the absence of Disputes Board Member Conflicts of Interest and Disputes Board Member Misconduct (and a covenant to not engage in Disputes Board Member Misconduct). The Disputes Board shall require witnesses to testify under oath.

R-18. Stenographic Record

Any Party desiring a stenographic record shall make arrangements directly with a stenographer and shall notify the other Party of these arrangements at least three days in advance of the hearing. The requesting Party shall pay the cost of the record. If the transcript is agreed by the Parties, or determined by the Disputes Board to be the official record of the proceeding, it must be provided to the Disputes Board and made available to the other Party for inspection, at a date, time, and place determined by the Disputes Board.

R-19. Interpreters

Any Party wishing an interpreter shall make all arrangements directly with the interpreter and shall assume the costs of the service.

R-20. Postponements

The Disputes Board may postpone any hearing upon agreement of the Parties, upon request of a Party for good cause shown, or upon the Disputes Board's own initiative for good cause shown.

R-21. Proceedings in the Absence of a Party or Representative

The Dispute Board's proceedings may proceed in the absence of either Party or representative who, after due notice, fails to be present or fails to obtain a postponement. A Disputes Board Decision shall not be made solely on the default of a Party. The Disputes Board shall require the Party who is present to submit such evidence as the Disputes Board may require for the making of a Disputes Board Decision.

R-22. Conduct of Proceedings

(a) The claiming Party shall present evidence to support its claim. The responding Party shall then present evidence to support its defense. Witnesses for each Party shall also submit to questions from the Disputes Board and the adverse Party. The Disputes Board has the discretion to vary this procedure, provided that the Parties are treated with equality and that each Party has the right to be heard and is given a fair opportunity to present its case.

(b) The Disputes Board, exercising its discretion, shall conduct the proceedings with a view to expediting the resolution of the Dispute and may direct the order of proof, bifurcate proceedings and direct the Parties to focus their presentations on issues the decision of which could dispose of all or part of the case.

(c) The Parties may agree to waive oral hearings in any case.

R-23. Evidence

(a) The Parties may offer such evidence as is relevant and material to the Dispute and shall produce such evidence as they or the Disputes Board deems relevant and necessary to an understanding and determination of the Dispute. Conformity to the Texas Rules of Evidence shall be required, except where these Commercial Rules contain a contrary rule. All evidence shall be taken in the presence of all of the Disputes Board members and both of the Parties, except where a Party fails to attend the hearing or has waived the right to be present.

(b) Subject to the Texas Rules of Evidence, the Disputes Board shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the Disputes Board to be cumulative or irrelevant.

(c) The Disputes Board shall take into account applicable principles of legal privilege, such as those involving the confidentiality of communications between a lawyer and client.

(d) Special discovery and evidentiary rules:

(i) The Disputes Board Chair shall, at the request of either Party, issue subpoenas for the attendance of witnesses or the production of books, records, documents or other evidence, whether for deposition or for hearing, in the manner provided by Law for issuance of a subpoena in a civil action pending in a State district court. All provisions of the Texas Rules of Civil Procedure for service and response to subpoenas in a civil action pending in State district court shall apply to subpoenas issued pursuant hereto.

(ii) Each Party shall be entitled to take depositions of witnesses and to propound written discovery in the manner, and to the extent, provided by Law for discovery in a civil action pending in a State district court, consistent with Rule 190.3 of the Texas Rules of Civil Procedure. The Disputes Board Chair shall, at the request of either Party, or may, on his or her own initiative, adopt a discovery control plan as contemplated by Rule 190.4 of the Texas Rules of Civil Procedure.

(iii) The disclosure of expert witness information and the depositions of designated expert witnesses shall be conducted as provided by the Texas Rules of Civil Procedure for cases in state district court.

(iv) At the hearing, each Party shall have the right to be heard, to present evidence, including expert witness testimony, and to cross-examine witnesses, including the Independent Engineer.

R-24. No Evidence by Affidavit; Post-hearing Filing of Documents or Other Evidence

(a) The Disputes Board may not receive and consider the evidence of witnesses by declaration or affidavit.

(b) If the Parties agree or the Disputes Board directs that documents or other evidence be submitted to the Disputes Board after the hearing, the documents or other evidence shall be transmitted to each Disputes Board member. Both Parties shall be afforded an opportunity to examine and respond to such documents or other evidence.

R-25. Inspection or Investigation

The Disputes Board may find it necessary to make an inspection or investigation in connection with its proceedings and, if so, shall so advise the Parties. The Disputes Board shall set the date and time of such inspection or investigation and notify the

Parties thereof. Any Party who so desires may be present at such an inspection or investigation. In the event that one or both of the Parties are not present at the inspection or investigation, the Disputes Board shall make an oral or written report to the Parties on the result or findings from such inspection or investigation and afford them an opportunity to comment.

R-26. Interim Measures

(a) The Disputes Board may take whatever interim measures it deems necessary, including measures for the protection or conservation of property and disposition of perishable goods.

(b) Such interim measures may take the form of an interim Disputes Board Decision.

R-27. Closing of Hearing

The Disputes Board shall specifically inquire of both Parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies or if satisfied that the record is complete, the Disputes Board shall declare the hearing closed. If posthearing briefs are to be filed, the hearing shall be declared closed as of the final date set by the Disputes Board for the receipt of such briefs. If documents are to be filed as provided in R-24 and the date set for their receipt is later than that set for the receipt of briefs, the later date shall be the closing date of the hearing. The time limit within which the Disputes Board is required to make the Disputes Board Decision shall commence, in the absence of other agreements by the Parties, upon the closing of the hearing.

R-28. Reopening of Hearing

The hearing may be reopened only upon application of a Party for good cause shown, as determined in the discretion of the Disputes Board, at any time before the Disputes Board Decision is issued The Disputes Board may reopen the hearing and shall have 30 days from the closing of the reopened hearing within which to issue its decision.

R-29. Waiver of Rules

Any Party who proceeds with the Disputes Board proceedings after knowledge that any provision or requirement of these rules has not been complied with and who fails to state an objection in writing to the other Party and the Disputes Board shall be deemed to have waived the right to object.

R-30. Extensions of Time

The Parties may modify any period of time in these rules by mutual agreement. The Disputes Board may for good cause extend any period of time established by these

rules, except the time for issuance of the Disputes Board Decision. The Disputes Board shall notify the Parties of any extension.

R-31. Serving of Notice

(a) Any papers, notices, or process necessary or proper for the initiation or continuation of Disputes Board proceedings under these rules, for any court action in connection therewith, or for the entry of Disputes Board Decision made under these rules shall be given in accordance with Section 24.12 of the Agreement.

(b) Unless otherwise instructed by the Disputes Board, any documents submitted by either Party to the Disputes Board shall simultaneously be provided to the other Party.

R-32. Majority Decision

When the panel consists of more than one Disputes Board, a majority of the Disputes Board members must make all decisions.

R-33. Time of Issuance of the Disputes Board Decision

The Disputes Board Decision shall be issued promptly by the Disputes Board and no later than 30 days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

R-34. Form of Disputes Board Decision

(a) Any Disputes Board Decision shall be in writing and signed by a majority of the Disputes Board members.

(b) The Disputes Board shall also issue written findings of fact and conclusions of Law as part of the Disputes Board Decision.

R-35. Scope of Disputes Board Decision

(a) The Disputes Board may determine the occurrence of any event that is a prerequisite to a Party's claim for any remedy or relief in the Dispute, and grant any remedy or relief to resolve the Dispute that the Disputes Board determines is available under the Agreement and applicable Law and within the scope of the agreement of the Parties under Section 17.8 of the Agreement.

(b) In the final Disputes Board Decision, the Disputes Board shall assess compensation and damage amounts, where applicable.

R-36. Disputes Board Decision upon Settlement

If the Parties settle the Dispute during the course of the Disputes Board proceedings and if the Parties so request, the Disputes Board may set forth the terms of the settlement in a consent Disputes Board Decision.

R-37. Acceptance of Delivery of Disputes Board Decision

The Disputes Board Chair shall give, and the Parties shall accept, notice of the written Disputes Board Decision, including the written findings of fact and conclusions of law, addressed and delivered to the Parties as provided in R-31.

R-38. Correction of Errors in Disputes Board Decision

Within five Business Days after the transmittal of a Disputes Board Decision, either Party, upon notice to the other Party, may request the Disputes Board, through the Disputes Board Chair, to correct any clerical, typographical, or computational errors in the Disputes Board Decision. The Disputes Board is not empowered under this R-38 to re-determine the merits of any Dispute already decided. The other Party shall be given five Business Days to object to the request on the ground that there is no clerical, typographical, or computational error in the Disputes Board Decision. The Disputes Board shall perform the requested correction of errors within ten Business Days after transmittal by the Disputes Board Chair of the request for correction of errors unless the other Party objects. Any unresolved disagreement between the Parties as to the existence of a clerical, typographical, or computational error in the Disputes Board Decision can be subsequently pursued, under R-28.

R-39. Release of Documents for Subsequent Proceedings

The Disputes Board shall, upon the written request of a Party, furnish to the Party, at the Party's expense, certified copies of any papers in the Disputes Board's possession that may be required in further administrative or judicial proceedings relating to resolution of the Dispute.

R-40. Applications to Court and Exclusion of Liability

(a) No judicial proceeding by a Party relating to a Dispute shall be deemed a waiver of the Party's right to have the Dispute resolved by Dispute Board proceedings.

(b) Neither any Disputes Board member nor the Disputes Board in a proceeding under these rules is a necessary or proper Party in judicial proceedings relating to a Dispute.

R-41. Interpretation and Application of Rules

The Disputes Board shall interpret and apply these rules insofar as they relate to the Disputes Board's powers and duties to resolve the particular Dispute for which such Disputes Board was empanelled.

R-42. No Suspension for Nonpayment

If a Disputes Board member's compensation or administrative charges have not been paid in full, such Disputes Board member may so inform the Parties in order that one of them may advance the required payment. If such payments are not made, and the non-paying Party does not within 30 days after its receipt of the unpaid Disputes Board member's invoice provide notice to such member and the other Party as to such Party's dispute of such member's invoice, the Disputes Board may order the suspension or termination of the proceedings. If a Party disputes a Disputes Board member's invoice and provides such notice, no suspension or termination of the proceedings shall occur. *Ex parte* conversations to resolve a fee dispute between the Dispute Board member whose invoice is disputed and the disputed Party are prohibited during the Dispute Board's resolution of the Dispute, and any such conversations shall be deferred until the Disputes Board Decision is final.

EXPEDITED PROCEDURES FOR FAST-TRACK DISPUTES

E-1. Serving of Notices

In addition to notice provided pursuant to Section 24.12 of the Agreement, the Parties can agree in writing to also accept notice by telephone. If the Parties so agree and thereafter a Party fails to confirm in writing any such oral notice, the proceeding shall nevertheless be valid if notice has, in fact, been given by telephone.

E-2. Exchange of Exhibits

At least two Business Days prior to the hearing, the Parties shall exchange copies of all exhibits they intend to submit at the hearing. The Disputes Board shall resolve disputes concerning the exchange of exhibits.

E-3. Proceedings on Documents

Where no Party's claim exceeds $10,000, exclusive of interest and dispute resolution costs, and other cases in which the Parties agree, the Dispute shall be resolved by submission of documents, unless either Party requests an oral hearing, or the Disputes Board determines that an oral hearing is necessary. The Disputes Board shall establish a fair and equitable procedure for the submission of documents.

E-4. Date, Time, and Place of Hearing

In cases in which a hearing is to be held, the Disputes Board shall set the date, time, and place of the hearing, to be scheduled to take place within ten days after appointment of the Disputes Board Chair. The Disputes Board will notify the Parties in advance of the hearing date.

E-5. The Hearing

(a) Each Party shall have equal opportunity to submit its proofs and complete its case.

(b) The Disputes Board shall determine the order of the hearing and schedule and control its duration consistent with the objective of expedited resolution of the Fast-Track Dispute, and may require further submission of documents within two days after the hearing. For good cause shown, the Disputes Board may schedule additional hearings within seven Business Days after the initial hearing.

(c) Any Party desiring a stenographic record may arrange for one pursuant to the provisions of R-18.

E-6. Time of Award

Unless otherwise agreed by the Parties, the Disputes Board Decision shall be rendered not later than 14 days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the Parties' transmittal of the final statements and proofs to the Disputes Board.

PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES

L-1. Administrative Conference

Prior to commencing proceedings to resolve a Dispute, the Disputes Board shall, unless the Parties agree otherwise, conduct an administrative conference with the Parties and/or their attorneys or other representatives by conference call within seven days after the Disputes Board Chair is appointed. In the event the Parties are unable to agree on a mutually acceptable time for the administrative conference, the Dispute Board shall, upon three Business Days' advance notice, schedule the administrative conference for 9 a.m. (CST) on the fourth Business Day after the date of such notice and such administrative conference shall take place at such date and time. Such administrative conference shall be conducted for the purpose of obtaining additional information about the nature and magnitude of the Dispute, the anticipated length of hearing, and scheduling, and for such additional purposes as the Parties or the Disputes Board may deem appropriate.

L-2. Preliminary Hearing

As promptly as practicable after the appointment of the Disputes Board, a preliminary hearing shall be held among the Parties and/or their attorneys or other representatives and the Disputes Board. If the Parties agree, the preliminary hearing will be conducted by telephone conference call rather than in person. At the preliminary hearing the matters to be considered shall include, without limitation:

(a) Service of a detailed statement of the Dispute, including damages and defenses, a statement of the issues asserted by each Party and positions with respect thereto, and any legal authorities the Parties may wish to bring to the attention of the Disputes Board;

(b) Stipulations to uncontested facts;

(c) The extent to which discovery shall be conducted, in light of the special discovery and evidentiary rules set forth above in R-23(d);

(d) Exchange and pre-marking of those documents which each Party believes may be offered at the hearing;

(e) The identification and availability of witnesses, including experts, and such matters with respect to witnesses including their biographies and expected testimony as may be appropriate;

(f) Whether, and the extent to which, any sworn statements and/or depositions may be introduced;

(g) The extent to which hearings will proceed on consecutive days;

(h) Whether a stenographic or other official record of the proceedings shall be maintained;

(i) The possibility of utilizing mediation or other non-adjudicative methods of dispute resolution; and

(j) The procedure for the issuance of subpoenas.

By agreement of the Parties and/or order of the Disputes Board Chair, the pre-hearing activities and the hearing procedures that will govern the Disputes Board's proceedings will be memorialized in a scheduling and procedure order. Nothing in any scheduling and procedure order shall conflict with the procedures established under Section 17.8.4 of the Agreement or Section 5 of the Disputes Board Agreement.

L-3. Management of Proceedings

(a) The Disputes Board shall take such steps as they may deem necessary or desirable to avoid delay and to achieve a just, speedy and cost-effective resolution of Large, Complex Commercial Cases, provided, however, that no action by the Disputes Board under this L-3 shall conflict with the procedures established under Section 17.8.4 of the Agreement or Section 5 of the Disputes Board Agreement.

(b) The Parties shall cooperate in the exchange of documents, exhibits and information within such Party's control.

(c) The Parties may conduct discovery, subject to any limitations deemed appropriate and set forth in the discovery control plan and/or the scheduling and procedure order. If the Parties cannot agree on production of documents and other information, the Disputes Board, consistent with the Parties' intent to resolve Disputes expeditiously, may establish the extent of the discovery.

(d) The Parties shall exchange copies of all exhibits they intend to submit at the hearing ten Business Days prior to the hearing unless the Disputes Board Chair determines otherwise.

(e) The exchange of information pursuant to this rule, as agreed by the Parties and/or directed by the Disputes Board Chair, shall be included within the scheduling and procedure order.

(f) The Disputes Board is authorized to resolve any disputes concerning the exchange of information.

(g) Generally hearings will be scheduled on consecutive days or in blocks of consecutive days in order to maximize efficiency and minimize costs.

EXHIBIT 20

TERMS FOR TERMINATION COMPENSATION

A. Definitions

For the purpose of this Exhibit 20, the following terms have the following meanings:

1. "Adjusted Equity IRR" means 23% calculated over the same period as Equity IRR.

2. "Borrowed Cash and Credit Balances" means proceeds of Facility Debt included in the Senior Debt Termination Amount that are held on the Early Termination Date as cash and credit balances in accounts held by or on behalf of Developer, including in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any).

3. "Cash and Credit Balances" means proceeds of Facility Debt and Contributed Unreturned Equity, as well as Toll Revenues and interest earnings, that are held on the Early Termination Date as cash and credit balances in accounts held by or on behalf of Developer, including in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any).

4. "Net present value" means the aggregate of the discounted values, calculated as of the Valuation Date, of each of the relevant projected Distributions, in each case discounted using the Equity IRR, except as provided otherwise in Part B, Sections 9(a) and (b) below.

B. Compensation on Termination for Convenience; Compensation on Termination for TxDOT Default, TxDOT Suspension of Work, Delayed Notice to Proceed or TxDOT Abandonment of TxDOT Works; Compensation on Partial Termination for Failure to Achieve TxDOT Substantial Completion; Compensation on Termination Pursuant to Section 19.1.2

1. In the event of termination of the Agreement and Lease under Section 19.1.1 (Termination for Convenience), Section 19.4 (Termination for TxDOT Default, Suspension of Work, Delayed Notice to Proceed or Abandonment of TxDOT Works), or Section 19.14.3 (full Termination for TxDOT failure to achieve TxDOT Substantial Completion) of the Agreement, the Termination Compensation shall equal the smaller of the amounts determined as set forth in Sections B.2 and B.3 below, and shall be payable by TxDOT as and when set forth in Section G below.

2. The amount of the Termination Compensation under this Section B.2 shall equal the following:

(a) The greater of (i) the Fair Market Value, if any, of the Developer's Interest as of the Valuation Date determined according to the procedures set forth in Section B.4 below, or (ii) the Senior Debt Termination Amount; plus

(b) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding

Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(c) If termination occurs prior to Substantial Completion of any Facility Segment, Developer's own reasonable and documented out-of-pocket costs to demobilize relating to the Work; plus

(d) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a), (b) and (c) above; minus

(e) Only where the Senior Debt Termination Amount is applicable, all Borrowed Cash and Credit Balances, except to the extent such balances are already deducted in determining the Senior Debt Termination Amount; minus

(f) Only where the Senior Debt Termination Amount is applicable, the cost of Renewal Work that Developer was required to but did not perform prior to the Early Termination Date, as well as the amount of funds that would have been required to be funded into the Handback Requirements Reserve and delivered to TxDOT at the end of the Term as if the Handback Requirements and Handback Requirements Reserve provisions had been in effect prior to the Early Termination Date; minus

(g) Only where the Senior Debt Termination Amount is applicable, the portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; minus

(h) Only where Fair Market Value is applicable, the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the Valuation Date and the Early Termination Date; minus

(i) Only where Fair Market Value is applicable, all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and Breakage Costs) between the Valuation Date and the Early Termination Date; plus

(j) Only where Fair Market Value is applicable, (i) in the case of Termination for Convenience, a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the Early Termination Date equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 below) or (ii) in the case of termination for TxDOT Default or TxDOT suspension of Work, a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the date the Fair Market Value is paid in full equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 below); plus

(k) Only where Fair Market Value is applicable, the incremental tax liability, if any, described in Section B.5 below; plus

(l) Only where Fair Market Value is applicable, Breakage Costs.

3. The amount of Termination Compensation under this Section B.3 shall equal the following:

(a) (i) If any Refinancing fully and specifically identified and taken into account in the Base Case Financial Model was scheduled therein to occur prior to the Valuation Date and such Refinancing has actually occurred, then the Senior Debt Termination Amount determined taking into account such Refinancing in the amount and on the terms assumed in the Base Case Financial Model, or (ii) if otherwise, then the Initial Senior Debt Termination Amount; plus

(b) The greater of zero or the amount computed using the formula A+B, where:

(i) A is the Net present value of the Distributions to be made between the Valuation Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model; and

(ii) B is an incremental adjustment in the form of one or more special Distributions that, when added to A, would be required to increase the Equity IRR to a blended, nominal Post-Tax rate of return on equity equal to the Adjusted Equity IRR. For these purposes, B is capped at a maximum equal to the present value of three times the Toll Revenues between the Valuation Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model. The present value of future Toll Revenues shall be determined using the Equity IRR as the discount factor; plus

(c) The amount that will put Developer in the same Post-Tax position as it would have been had the payment under clause (b) above not been subject to federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and State margin tax liability of Developer as a lump sum payment; plus

(d) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(e) If termination occurs prior to Substantial Completion for any Facility Segment, Developer's own reasonable and documented out-of-pocket costs to demobilize relating to the Work; plus

(f) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a), (b) and (c) above; minus

(g) All Cash and Credit Balances, except to the extent such balances are already deducted in determining amounts under clauses (a), (b) and (c) above; minus

(h) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the

Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount

4. Fair Market Value of the Developer's Interest as of the Valuation Date shall be determined according to the following procedures.

(a) Within 30 Days after a Party requests the appointment thereof, TxDOT and Developer shall confer in good faith to mutually appoint an independent third-party appraiser to determine the Fair Market Value by written appraisal. This appraiser must be nationally recognized and experienced in appraising similar assets.

(b) If for any reason the Parties are unable or fail to agree upon such a single appraiser within such 30-Day period, then within ten Days thereafter TxDOT and Developer shall each appoint an independent third-party appraiser and both such appraisers shall be instructed jointly to select, within 15 Days after they are appointed, a third independent third-party appraiser who is nationally recognized and experienced in appraising similar assets to make the appraisal referred to above.

(c) If for any reason the Parties are unable or fail to appoint an independent third party appraiser under subsection (b) above within 30 Days after the time period under subsection (a) above expires, then either Party may petition the Travis County District Court to appoint an independent third party appraiser having such reputation and experience to make the appraisal referred to above.

(d) Each Party shall pay the costs of its own appraiser. TxDOT and Developer shall pay in equal shares the reasonable costs and expenses of the independent appraiser.

(e) Once appointed, the independent appraiser shall conduct an appraisal of the Fair Market Value of the Developer's Interest as of the Valuation Date, as well as determine Developer's weighted average cost of capital as of the Valuation Date, and deliver to both Parties a draft appraisal report and draft valuation. The appraiser shall appraise Fair Market Value on the basis of the assumptions contained in the definition of Fair Market Value and by taking into account (i) the terms of the FA Documents, including the terms of Exhibit 4 to the Agreement, (ii) the condition of the Elements of the Facility, (iii) prior financial performance of the Facility, (iv) Developer's record regarding the Targets in the Performance and Measurement Table Baseline and of compliance with the FA Documents, including record of compliance with Renewal Work requirements, but only for the purpose of evaluating and taking into account the effect of such record on the condition and viability of the Facility, (v) projected revenues and costs of the Facility (excluding costs that reduce the Fair Market Value pursuant to clause (c) of the definition of Fair Market Value, which shall be determined separately by the appraiser) for the remainder of the Term had the Agreement not be terminated, as determined by the appraiser, and (vi) such other factors as the appraiser considers relevant. In determining Developer's weighted average cost of capital as of the Valuation Date, no consideration shall be given to any default rate of interest on Facility Debt.

(f) For the purpose of the appraiser's valuation using a projected net cash flow methodology, the appraiser shall use the Financial Model Formulas most recently approved by TxDOT and Developer; provided that if there are known mathematical errors in the Financial Model Formulas the Parties shall provide corrected Financial Model Formulas to the appraiser. The appraiser will determine the data inputs and data values.

(g) The appraiser also shall evaluate and include in the appraisal a calculation of the Base Tax Liability that would be incurred over the remaining Term absent early termination. The appraiser shall make such evaluation in accordance with the definition of Base Tax Liability.

(h) Developer shall promptly deliver to TxDOT and the appraiser all information, documents and data that either may reasonably request relevant to the determination of Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability. In conducting the appraisal, and before issuing a draft appraisal report, the independent appraiser shall afford reasonable and comparable opportunity to each Party to provide the appraiser with information, data, analysis and reasons supporting each Party's view on the Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability. The Parties shall have 15 days after receipt of the draft appraisal report to comment thereon.

(i) Not later than 15 days after the opportunity to comment has expired, the independent appraiser shall consider and evaluate all comments, prepare a final appraisal report stating the Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability, and deliver the final appraisal report to both Parties.

(j) The independent appraiser's determination of Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date and the Base Tax Liability shall be subject to challenge by either Party by initiating a Dispute within 30 days after receipt of such determination and such Dispute shall be resolved according to the Dispute Resolution Procedures. Failure of a Party to initiate such a challenge by delivering written notice thereof to the other Party within such 30-day period shall be deemed to be an acceptance of the appraiser's determinations for all purposes by the Party who failed to timely challenge such determinations. In any dispute resolution the independent appraiser's determination shall be given substantial weight in the evidence, absent failure to properly apply the terms of the FA Documents or applicable Laws.

5. If the Termination Compensation is based on Fair Market Value, TxDOT also shall be liable for the amount necessary to cover the incremental increase, if any, in the federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and in the State margin tax liability of Developer due to payment of the Termination Compensation (other than this element of the Termination Compensation) over the Base Tax Liability. TxDOT shall pay such amount within 30 days after Developer delivers to TxDOT proof of the actual tax liability incurred and the amount by which it exceeds the Base Tax Liability.

6. In the event of a termination of the Agreement and the Lease under Section 19.14.1 (Termination for TxDOT Failure to Achieve TxDOT Substantial Completion) only in respect of the Segment 3B Facility Segment, TxDOT shall pay to Developer the Partial Termination Amount as well as, and on the same date of such payment, any and all amounts due pursuant to Compensation Event (s) as set forth in Section 13.2.6.1 of the Agreement and any and all other amounts due to Developer pursuant to Section 19.14.1 of the Agreement. The Partial Termination Amount shall equal A – B, where:

A = the calculated amount that, if paid by TxDOT to Developer as of the Original Long Stop Date for TxDOT Substantial Completion, would allow Developer to maintain its Equity IRR at the value established in the Base Case Financial Model as of the date of Financial Close, as indicated in a Base Case Financial Model Update that adjusts Toll Revenues and costs, from

and after the Original Long Stop Date for TxDOT Substantial Completion, for the removal of the Segment 3B Facility Segment from the scope of the Agreement and Developer's Interest and is based on the assumption that the Segment 3B Facility Segment does not achieve Service Commencement during the Term, but with all other inputs to and assumptions in the Base Case Financial Model remaining constant and

B = an amount equal to the net present value calculated using a discount rate equal to the Equity IRR, of the TxDOT Net Revenue Loss Amount for the number of TxDOT Relief Event Days in excess of 547 days beyond the Original Expected TxDOT Substantial Completion Date; provided, however, that this factor B shall not, at any time, exceed the Equity Portion Partial Termination Amount as defined in the second paragraph below.

In calculating component A, the Base Case Financial Model Update shall take into consideration all effects on Project Cash Flows from and after the Original Long Stop Date for TxDOT Substantial Completion of not completing the Segment 3B Facility Segment in its entirety, including any changes to the Facility Plan of Finance to fully meet the requirements of the Initial Funding Agreements, such as applicable debt service coverage ratios, and requirements of credit rating agencies to neutralize the effect of the partial termination on the credit rating of the Facility Debt, the repayment of the portion of the Initial Facility Debt that is required by Lenders to be repaid as a result of a partial termination, and any Breakage Costs associated with such repayment. Such amount shall be calculated on the Recalibration Date and updated as of Financial Close and evidenced in Exhibit 29.

Once component A shall have been determined in accordance with the above, it shall be divided into two components: (i) the portion of such Partial Termination Amount equal to the amount required to repay the Initial Facility Debt including the various components described in the previous sentence (the "Debt Portion Partial Termination Amount") and (ii) the remainder of the Partial Termination Amount (the "Equity Portion Partial Termination Amount"). Both the Debt Portion Partial Termination Amount and the Equity Portion Partial Termination Amount shall be calculated on the Recalibration Date and updated as of Financial Close and evidenced in Exhibit 29.

Developer shall also be entitled to interest on the Partial Termination Amount at a rate equal to the weighted average cost of capital of A in the formula above for the period of time between the Original Long Stop Date for TxDOT Substantial Completion and the date such payment is made, calculated based on the amount of equity or debt to be repaid as determined in the calculation of A.

In the event of any dispute regarding the Partial Termination Amount, TxDOT shall be obligated to pay the greater of the undisputed amount or the Debt Portion Partial Termination Amount.

For the purpose of this Section B.6, the following terms have the following meanings:

"TxDOT Net Revenue Loss Amount" means an amount equal to (i) the sum of the daily amounts of Toll Revenue loss, minus (ii) the avoided costs of O&M Work, in each case calculated by reference to the projected Toll Revenues and the projected O&M Costs attributable to the Segment 3B Facility Segment for the TxDOT Relief Event Days as contained in the Base Case Financial Model (it being understood and agreed by the Parties hereto that the calculation of any daily amount contemplated in this definition shall be made by reference to the

revenues and costs of O&M Work contemplated in the Base Case Financial Model for the period (x) commencing on January 1 and ending on June 30 and (y) commencing on July 1 and ending on December 31 of the relevant year divided by 181 days and 184 days, respectively).

"TxDOT Relief Event Days" means the period of time, calculated in terms of the number of days, that is determined in accordance with Sections 13.4.4.1 or Section 13.4.4.3, that the Expected TxDOT Substantial Completion Date is extended on account of a TxDOT Relief Event contemplated in clauses (d), (f), (g) solely to the extent relating to Developer Releases of Hazardous Materials, (k) solely to the extent caused by any Developer act, omission or status (l) solely to the extent relating to a Developer act or omission or (m).

7. In the event of a termination of the Agreement under Section 19.1.2.2, 19.1.2.3, 19.1.2.4, 19.1.2.6, 19.1.2.9, or 19.1.2.11, TxDOT shall pay to Developer an amount equal to:

(a) The compensation to Developer for work product in the manner set forth in, and in the amount calculated in accordance with, Section 4.2 of the Facility Implementation Plan; plus

(b) Developer's actual and documented costs and expenses incurred to perform Work with respect to the acquisition of Right of Way and/or Utility Adjustment Work pursuant to a scope and budget approved by TxDOT pursuant to Section 7.7.2 of the Agreement (without duplication of any amount paid under Section 4.2 of the Facility Implementation Plan), provided that TxDOT's payment obligation hereunder when combined with TxDOT's payment obligation under Section 7.4.7.1 of the Agreement shall not exceed $65,294,000 and provided further that such costs and expenses shall exclude:

i. Third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of TxDOT in the regular course of business;

ii. Unallowable costs under the following provisions of the federal Contract Cost Principles, 48 C.F.R. 31.205: 31.205-8 (contributions or donations), 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits) 31.205-14 (entertainment costs), 31.205-15 (fines, penalties, and mischarging costs), 31.205-27 (organization costs), 31.205-34 (recruitment costs), 31.205-35 (relocation costs), 31.205-43 (trade, business, technical and professional activity costs), 31.205-44 (training and education costs), and 31.205-47 (costs related to legal and other proceedings);

iii. Costs of Nonconforming Work not corrected, and costs to redo, repair or replace Nonconforming Work that is corrected;

iv. Costs and expenses incurred in asserting, pursuing or enforcing any Claim or Dispute;

v. Delay and disruption costs and expenses except to the extent owing from TxDOT by reason of a Compensation Event;

vi. Amounts paid or due Affiliates in excess of the pricing Developer could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

vii. Costs and expenses recovered or reasonably recoverable from another source, including insurance coverage (or deemed self-insurance coverage pursuant to Section 16.1.4.3 of the Agreement) and indemnity and contribution rights against third parties;

viii. Costs and expenses that are not reasonably related to performing such authorized Work;

ix. Costs of office supplies and materials;

x. Costs of small tools and equipment used in performance of Work;

xi. Costs of depreciation and amortization; and

xii. Costs of funds, interest and late charges.

8. In the event of a termination of the Agreement under Section 19.1.2.7, or 19.1.2.12, TxDOT shall pay to Developer an amount equal to:

(a) The compensation to Developer for work product in the manner set forth in, and in the amount calculated in accordance with, Section 4.2 of the Facility Implementation Plan; plus

(b) Developer's actual and documented costs and expenses incurred to perform Work with respect to the acquisition of Right of Way and/or Utility Adjustment Work pursuant to a scope and budget approved by TxDOT pursuant to Section 7.7.2 of the Agreement (without duplication of any amount paid under Section 4.2 of the Facility Implementation Plan) provided that TxDOT's payment obligation hereunder when combined with TxDOT's payment obligation under Section 7.4.7.1 of the Agreement shall not exceed $65,294,000 and provided further that such costs and expenses shall exclude:

i. Third-party entertainment costs, lobbying and political activity costs, costs of alcoholic beverages, costs for first class travel in excess of prevailing economy travel costs, and costs of club memberships, in each case to the extent that such costs would not be reimbursed to an employee of TxDOT in the regular course of business;

ii. Unallowable costs under the following provisions of the federal Contract Cost Principles, 48 C.F.R. 31.205: 31.205-8 (contributions or donations), 31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits) 31.205-14 (entertainment costs), 31.205-15 (fines, penalties, and mischarging costs), 31.205-27 (organization costs), 31.205-34 (recruitment costs), 31.205-35 (relocation costs), 31.205-43 (trade, business, technical and professional activity costs), 31.205-44 (training and education costs), and 31.205-47 (costs related to legal and other proceedings);

iii. Costs of Nonconforming Work not corrected, and costs to redo, repair or replace Nonconforming Work that is corrected;

iv. Costs and expenses incurred in asserting, pursuing or enforcing any Claim or Dispute;

v. Delay and disruption costs and expenses except to the extent owing from TxDOT by reason of a Compensation Event;

vi. Amounts paid or due Affiliates in excess of the pricing Developer could reasonably obtain in an arms' length, competitive transaction with an unaffiliated Contractor;

vii. Costs and expenses recovered or reasonably recoverable from another source, including insurance coverage (or deemed self-insurance coverage pursuant to Section 16.1.4.3 of the Agreement) and indemnity and contribution rights against third parties;

viii. Costs and expenses that are not reasonably related to performing such authorized Work;

ix. Costs of office supplies and materials;

x. Costs of small tools and equipment used in performance of Work;

xi. Costs of depreciation and amortization; and

xii. Costs of funds, interest and late charges; plus

(c) An amount equal to (i) the reasonable and documented costs incurred by Developer after the Effective Date in pursuing financing for the Facility, plus (ii) subject to Section 7.7.2.1 of the Agreement, the reasonable and documented costs and expenses Developer or the Design-Build Contractor incurs after the Effective Date in connection with the Design Work to the extent such Work and related budget were approved by TxDOT prior to the initiation of any such Work (without duplication of any amount paid under Section 4.2 of the Facility Implementation Plan), plus (iii) a markup for overhead equal to 5% of the costs under clause (ii) above; provided that TxDOT's payment obligation under this clause (c) shall not exceed $20 million and provided that all such costs shall exclude the items set forth in clauses (b)i through xii above.

9. In the event of a termination of the Agreement under Section 19.1.2.8, TxDOT shall pay to Developer an amount equal to:

(a) if the termination occurs prior to Developer's provision of the increased Financial Option Security pursuant to Section 4.1.4.5(b)(ii), the lesser of (1) $10 million or (2) the greater of zero or the amount computed using the formula A + B where:

(i) A is the Net present value of the Distributions to be made between the Early Termination Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model; and

(ii) B is an incremental adjustment in the form of one or more special Distributions that, when added to A, would be required to increase the Equity IRR to a blended, nominal Post-Tax rate of return on equity equal to the Adjusted Equity IRR; or

(b) if the termination occurs after Developer provides the increased Financial Option Security pursuant to Section 4.1.4.5(b)(ii), the lesser of (1) $75 million or (2) the greater of zero or the amount computed using the formula A + B where:

(i) A is the Net present value of the Distributions to be made between the Early Termination Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model; and

(ii) B is an incremental adjustment in the form of one or more special Distributions that, when added to A, would be required to increase the Equity IRR to a blended, nominal Post-Tax rate of return on equity equal to the Adjusted Equity IRR.

C. Compensation on Termination for Force Majeure Event or Extended Relief Event

1. In the event of termination of the Agreement and Lease under Section 19.2 (Termination for Force Majeure Event or Extended Relief Event), the Termination Compensation, determined as set forth in Section C.2 and, if applicable, Section C.3 below, shall be payable by TxDOT as and when set forth in Section G.2 below.

2. The Termination Compensation for Force Majeure Event or Extended Relief Event shall be an amount equal to the following:

(a) The Senior Debt Termination Amount; plus

(b) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(c) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a) and (b) above; minus

(d) All Borrowed Cash and Credit Balances (if any); minus

(e) The sum of (i) the greater of (A) the proceeds of insurance (including casualty insurance and business interruption insurance) that is required to be carried pursuant to Section 16.1 of the Agreement and provides coverage to pay, reimburse or provide for any of the costs and losses attributable to the Force Majeure Event or Extended Relief Event, and (B) the proceeds of insurance (including casualty insurance and business interruption insurance) that is actually carried by or insuring Developer under policies solely with respect to the Facility and the Work, regardless of whether required to be carried pursuant to Section 16.1 of the Agreement, and that provides coverage to pay, reimburse or provide for any of the costs and losses attributable to the Force Majeure Event or Extended Relief Event, plus (ii) the

foregoing costs and losses that Developer is deemed to have self-insured pursuant to Section 16.1.4.3 of the Agreement; minus

(f) The amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the date notice of conditional election to terminate is delivered and the Early Termination Date, but without double counting of the amounts under clauses (d) and (e) above; minus

(g) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount.

3. If TxDOT elected to terminate under Section 19.2 of the Agreement, the Termination Compensation for the Force Majeure Event or Extended Relief Event shall be the amount determined under clause 2 above plus the Contributed Unreturned Equity.

D. Compensation on Termination for Developer Default

1. Developer shall not be entitled to receive any compensation in each of the following circumstances:

(a) Developer's termination of the Agreement and Lease on grounds or in circumstances beyond Developer's termination rights specifically set forth in the Agreement;

(b) A Default Termination Event where the Developer Default that is the basis thereof is under Section 17.1.1.14 or 17.1.1.15 of the Agreement;

(c) A Default Termination Event under Section 19.3.4 of the Agreement; or

(d) The Collateral Agent has requested and entered into New Agreements pursuant to Section 20.4.8 of the Agreement due to its inability to obtain possession of the Facility within the 180-day period set forth in Section 20.4.6 of the Agreement.

2. Upon a Default Termination Event other than one described in Section D.1 above where the Developer Default that is the basis thereof occurs, and is the subject of a Warning Notice delivered, prior to the last Service Commencement Date (excluding Capacity Improvements), subject to Section D.6 below, Developer shall be entitled to receive Termination Compensation in an amount equal to the lowest of:

(a) 80% of the Senior Debt Termination Amount minus (i) 80% of all Borrowed Cash and Credit Balances (if any), minus (ii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount;

(b) 80% of the Initial Senior Debt Termination Amount, plus (i) 80% of any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt that (A) was fully and specifically identified and taken into account in the Base Case Financial Model and (B) occurs prior to the date notice of termination is delivered,

minus (ii) 80% of all Borrowed Cash and Credit Balances (if any), minus (iii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; or

(c) $1,113,398,000 minus TxDOT's estimated cost to complete the Facility, minus the amount of the Public Funds Amount paid, minus any Recalibration Adjustment Amount paid by TxDOT.

3. Upon a Default Termination Event other than one described in Section D.1 and D.2 above, subject to Sections D.4, D.5 and D.6 below, Developer shall be entitled to receive Termination Compensation in an amount equal to the lowest of:

(a) 80% of the Senior Debt Termination Amount minus (i) 80% of all Borrowed Cash and Credit Balances (if any), minus (ii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount;

(b) 80% of the Initial Senior Debt Termination Amount, plus (i) 80% of any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt and any first tier subordinate Facility Debt within the definition of Senior Debt Termination Amount that (A) was fully and specifically identified and taken into account in the Base Case Financial Model and (B) occurs prior to the date notice of termination is delivered, minus (ii) 80% of all Borrowed Cash and Credit Balances (if any), minus (iii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; or

(c) The Fair Market Value, if any, of the Developer's Interest as of the Valuation Date; minus (i) the amount of any damages due to TxDOT resulting from the Developer Default, including TxDOT's reasonable costs to terminate and take over the Facility, but without double counting where such costs are part of the determination of Fair Market Value (if applicable), minus (ii) the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the Valuation Date and the Early Termination Date, minus (iii) all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and Breakage Costs) between the Valuation Date and the Early Termination Date, plus (iv) a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the Early Termination Date equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 above), minus (v) any applicable portion of the Recalibration Adjustment Amount paid by TxDOT to Developer prior to the applicable Early Termination Date which represents compensation in respect of adverse cost and revenue impacts that will accrue on or after such Early Termination Date.

4. The amounts set forth in Sections D.3(a) and (b) above are subject to the condition that each Funding Agreement for senior Facility Debt, and any intercreditor agreement between the Lenders of senior Facility Debt and the Lenders of any first tier subordinate Facility Debt

within the definition of Senior Debt Termination Amount, shall expressly provide that upon termination of this Agreement for Developer Default the senior Lenders shall have no right to claim, receive or retain from the Termination Compensation (whether determined based on Fair Market Value, the Initial Senior Debt Termination Amount or the Senior Debt Termination Amount) an amount in excess of 80% of the Senior Debt Termination Amount minus 80% of all Borrowed Cash and Credit Balances (if any), such result multiplied by a fraction the numerator of which is the then outstanding principal balance of the senior Facility Debt (including Breakage Costs) and the denominator of which is the then outstanding principal balance of the senior Facility Debt (including Breakage Costs) plus first tier subordinate Facility Debt (including Breakage Costs). If the foregoing condition is not satisfied, then the amounts under Sections D.3(a) and (b) above shall not include any amounts for first tier subordinate Facility Debt described in clause (a)(iii)(B) of the definition of Senior Debt Termination Amount or any Breakage Costs related to such first tier subordinate Facility Debt, and shall not be reduced by amounts described in clause (c) of such definition related to such first tier subordinate Facility Debt.

5. Fair Market Value of the Developer's Interest as of the Valuation Date shall be determined as set forth in Section B.4 above, except those provisions pertaining to Base Tax Liability.

6. The amount of the Termination Compensation determined under this Section D is subject to damages and offset in accordance with Section 17.3.5 of the Agreement.

7. TxDOT shall pay the Termination Compensation as and when set forth in Section G.4 below.

E. Compensation Upon Termination by Court Ruling, Due to Delayed Notice to Proceed or Due to Lack of NEPA Finality

1. In the event of Termination by Court Ruling, due to TxDOT's delay in issuing NTP1 or NTP2 as provided in Section 19.4.3 of the Agreement, or due to lack of occurrence of the NEPA Finality Date as provided in Section 19.13 of the Agreement the Termination Compensation determined shall be an amount equal to the following:

(a) The lesser of (i) the sum of (A) Initial Senior Debt Termination Amount plus (B) any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt and any first tier subordinate Facility Debt within the definition of Senior Debt Termination Amount that (I) was fully and specifically identified and taken into account in the Base Case Financial Model and (II) occurs prior to the date notice of termination is delivered, plus (C) the portion of all Refinancing Gain previously paid to TxDOT, if any, or (ii) the Senior Debt Termination Amount; plus

(b) An amount which, when taken together with interest payments on Subordinate Debt, Distributions made prior to the Early Termination Date, and the cash and credit balances derived from Toll Revenues or interest earnings in accounts held by or on behalf of Developer on the Early Termination Date, including in Lender accounts and reserve accounts, will yield a nominal Post-Tax blended internal rate of return on Subordinate Debt and Contributed Unreturned Equity equal to LIBOR in effect from time to time between the date of funding of such Subordinate Debt and Contributed Unreturned Equity and the Early Termination Date. The blended internal rate of return shall be calculated for the period between the date of

funding of such Subordinate Debt and Contributed Unreturned Equity and the Early Termination Date; plus

(c) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the foregoing debt and equity amounts; minus

(d) All payments to Affiliates in excess of reasonable compensation for necessary services prior to the Early Termination Date or that are advance payments in violation of Section 10.5.3 of the Agreement; minus

(e) All Cash and Credit Balances, except to the extent such balances are already deducted in determining amounts under clauses (a) and (b) above; minus

(f) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount.

2. There shall not be included any increase in the Senior Debt Termination Amount, Subordinate Debt or Contributed Unreturned Equity as a consequence of any Refinancing:

(a) With respect to Termination by Court Ruling, that occurs on or after the date Developer knows, or reasonably should know, about the filing of any legal action seeking a remedy that would be a Termination by Court Ruling or challenging a NEPA Approval within the definition of NEPA Finality Date;

(b) With respect to termination due to TxDOT delay in issuing NTP1 or NTP2, that occurs at any time; or

(c) With respect to termination due to lack of occurrence of the NEPA Finality Date, that occurs at any time after the court in any litigation challenging a NEPA Approval within the definition of NEPA Finality Date issues any temporary injunction prohibiting or restricting performance of any material portion of the Work.

3. If (a) it is established pursuant to the Dispute Resolution Procedures that TxDOT requested or caused the filing, or by collusion with any other Person caused or abetted the filing, of the action that resulted in the issuance of the final court order that led to Termination by Court Ruling, or of an action challenging a NEPA Approval within the definition of NEPA Finality Date or (b) a Termination by Court Ruling results from or entails a breach by TxDOT of its warranties under Section 15.2 of the Agreement but not a corresponding breach by Developer of its warranties under Section 15.1 of the Agreement, then Developer shall be compensated in the same manner as if TxDOT had effected a Termination for Convenience and Sections B and G.1 of this Exhibit 20 shall apply instead of Sections E.1 and G.5. This provision shall not apply to legal proceedings initiated by TxDOT challenging applicability of a Change in Law where the final outcome applies the Change in Law to TxDOT or Developer and leads to Termination by Court Ruling.

4. If (a) it is established pursuant to the Dispute Resolution Procedures that Developer requested or caused the filing, or by collusion with any other Person, caused or abetted the filing of the action that resulted in the issuance of the final court order that led to Termination by

Court Ruling, or of an action challenging a NEPA Approval within the definition of NEPA Finality Date or (b) a Termination by Court Ruling results from or entails a breach by Developer of its warranties under Section 15.1 of the Agreement but not a corresponding breach by TxDOT of its warranties under Section 15.2 of the Agreement, then the compensation shall be addressed in the same manner as if a Termination for Developer Default had occurred and Sections D and G.4 of this Exhibit 20 shall apply instead of Sections E.1 and G.5. This provision shall not apply to legal proceedings initiated by Developer challenging applicability of a Change in Law where the final outcome applies the Change in Law to TxDOT or Developer and leads to Termination by Court Ruling.

5. Subject to Sections E.3 and E.4 above, TxDOT shall pay the Termination Compensation as and when set forth in Section G.5 below.

F. Claims; Handback Requirements Reserve

1. If any outstanding Claim that is independent of the event of termination and determination of Termination Compensation is resolved prior to payment of the Termination Compensation, the Parties shall adjust the Termination Compensation by the amount of the unpaid award, if any, on the Claim.

2. At TxDOT's sole election, it may hold back from payment of the Termination Compensation and transfer to the trustee under the Facility Trust Agreement for deposit into the TxDOT Claims Account the amount of any Claim of TxDOT against Developer not resolved prior to payment. TxDOT shall provide written notice to Developer of any such election, the subject Claim and the amount deposited or to be deposited, prior to or concurrently with tendering payment of the Termination Compensation.

3. Refer to Section 8.11.4 of the Agreement for disposition of any funds actually in or required to be added to the Handback Requirements Reserve on the Early Termination Date.

G. Timing of Payment

1. For Termination for Convenience

(a) For Termination for Convenience to be valid and effective, TxDOT must first pay, in immediately available funds, the full amount of the Termination Compensation set forth in Section B.1 above; provided that TxDOT may withhold an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.1(b) below. In order for the Termination for Convenience to take effect, TxDOT must make such payment within one year after TxDOT receives the information required to calculate the amount owing. Such information shall consist of the written report from the independent appraiser of Fair Market Value as determined pursuant to Section B.4 above, the Collateral Agent's written statement of the Senior Debt Termination Amount, and Developer's written documentation and other evidence of the amounts of all Cash and Credit Balances, Borrowed Cash and Credit Balances and all other amounts that are part of the calculation of the Termination Compensation, together with Developer's written certification that the amounts shown are true, correct and complete. Developer shall provide its information and the Collateral Agent's written statement as expeditiously as possible and in any event within 90 days after TxDOT delivers the

Notice of Termination for Convenience. If for any reason TxDOT does not receive any portion of such information within such 90-day period, then TxDOT shall have the right to make payment based on the appraiser's determination of Fair Market Value and TxDOT's good faith estimate of the other amounts that are components of the Termination Compensation. Upon such payment within such one-year period, termination shall automatically take effect, notwithstanding, and without prejudice to, any Claim or Dispute regarding whether the Termination Compensation as determined using such appraisal is correct.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If TxDOT for any reason does not pay the amount under clause (a) above within such one-year period, TxDOT's Notice of Termination for Convenience shall automatically expire; and the Parties' respective rights and obligations under the FA Documents shall continue without alteration, as if no Notice of Termination for Convenience had been given.

(d) If Developer timely challenges the independent appraiser's determination of Fair Market Value pursuant to Section B.4(j) above, then until the disputed portion of the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon, at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

(f) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is more than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment TxDOT shall pay Developer the additional amount, together with interest thereon, at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of underpayment until the date of payment of the additional amount.

2. For Termination Due to Force Majeure Event or Extended Relief Event

(a) If the Agreement and Lease are terminated due to Developer's or TxDOT's valid exercise of its right to terminate under Section 19.2 of the Agreement and the other Party does not timely elect (or, if Section 19.2.3.4 of the Agreement applies, lacks the right) to continue the Agreement and Lease in effect pursuant to Section 19.2, then TxDOT shall pay the Termination Compensation within 60 days after all the following occur: (i) if applicable, the other Party's period of time to elect expires; (ii) TxDOT receives from the Collateral Agent a written statement of the Senior Debt Termination Amount; and (iii) TxDOT receives from Developer written documentation and other evidence of all Borrowed Cash and Credit Balances, together with Developer's written certification that the amount shown is true, correct and complete. TxDOT may withhold, however, an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement by depositing such amount with the trustee under the Facility

Trust Agreement for disbursement pursuant to Section G.2(b) below. If for any reason TxDOT does not receive such statement from the Collateral Agent or such written documentation, evidence and certification of all Borrowed Cash and Credit Balances within 30 days after the other Party's period of time to elect expires (or, if TxDOT exercises its right to terminate under Section 19.2.3.4 of the Agreement, within 30 days after such exercise), then TxDOT shall have the right to pay Termination Compensation based on its own good faith calculation of the Termination Compensation.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If TxDOT exercises the right to terminate, then termination shall be valid and effective on the date TxDOT pays, in immediately available funds, the full amount determined pursuant to Section G.2(a) above. If Developer exercises the right to terminate, then termination shall be valid and effective on the date Developer delivers its notice of termination to TxDOT.

(d) If as of the date termination is valid and effective any portion of the Termination Compensation is not yet paid, then such portion shall bear interest from such date until paid at the blended non-default rate for the Facility Debt that is the basis for the calculation of the Termination Compensation.

(e) In the event of any dispute over the Termination Compensation, TxDOT shall pay the disputed portion to Developer in immediately available funds within 30 Days after it is determined by settlement, final order or final judgment, together with interest thereon as stated above.

(f) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

3. For Termination Due to TxDOT Default, TxDOT Suspension of Work, Delayed Notice to Proceed or TxDOT Abandonment of the TxDOT Works; for Partial Termination Due to Failure to Achieve TxDOT Substantial Completion

(a) If the Agreement and Lease are terminated due to Developer's exercise of its right to terminate under Section 19.4 of the Agreement or due to TxDOT's exercise of its right to terminate under Section 19.14.3 of the Agreement, or if the Agreement and Lease are terminated solely in respect of the Segment 3B Facility Segment due to Developer's exercise of its right to terminate under Section 19.14.1 of the Agreement, then termination shall be valid and effective as follows:

(i) In respect of termination other than in the case of Section 19.4.4 or 19.14.1 of the Agreement, on the date notice of termination is delivered;

(ii) In respect of termination pursuant to Section 19.4.4 of the Agreement, 30 days after the date notice of termination is delivered unless TxDOT resumes diligent prosecution of the design and construction of the TxDOT Works within such 30-day period; and

(iii) In respect of a partial termination of the Agreement under Section 19.14.1, 45 days after Developer's delivery of the Partial Termination Notice to TxDOT.

(b) Subject to Sections 19.3.2 and 19.4.5, TxDOT shall deliver to Developer, in immediately available funds, within 60 Days after the Early Termination Date, the Termination Compensation that TxDOT determines in good faith is due, less a holdback amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 (if any) of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.3(c) below.

(c) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the holdback amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(d) If as of the date TxDOT tenders payment under clause (b) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, and also shall pay interest thereon, at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing 30 Days after the Early Termination Date until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(e) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

(f) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

4. For Developer Default

(a) If the Agreement and Lease are terminated due to TxDOT's exercise of its right to terminate due to Developer Default, termination shall be valid and effective as and when set forth in Section 19.3.1 of the Agreement; and, subject to Sections 19.1.1.5 and 19.3.3, TxDOT shall deliver to Developer, within the later of (i) 30 Days after Developer completes its

post-termination obligations under Section 19.5 of the Agreement or (ii) 60 Days after the Early Termination Date, immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due. If TxDOT does not pay such amount by the later of such dates, such amount shall bear interest at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of such dates until paid.

(b) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(c) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

(d) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

5. For Termination by Court Ruling, Delayed Notice to Proceed or Lack of NEPA Finality

(a) In the event of Termination by Court Ruling, termination shall be valid and effective on the entry of final judgment. If the Agreement and Lease are terminated due to TxDOT's delay in issuing NTP1 or NTP2 as provided in Section 19.4.3 of the Agreement, or due to lack of occurrence of the NEPA Finality Date as provided in Section 19.13 of the Agreement, termination shall be valid and effective on the date notice of termination is delivered. TxDOT shall deliver to Developer, within 60 days after the later of (i) the Early Termination Date or (ii) the date TxDOT receives from the Collateral Agent a written statement of the Initial Senior Debt Termination Amount, increases in the Initial Senior Debt Termination Amount due to each Refinancing described in Section E.1(a) above, and the Senior Debt Termination Amount and from Developer written documentation and other evidence of the amounts of the Subordinate Debt, Contributed Unreturned Equity, and all Borrowed Cash and Credit Balances, together with Developer's written certification that the amounts shown are true, correct and complete,

immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due, less a holdback amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement. TxDOT shall deposit such holdback amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.5(b) below. If TxDOT does not pay such amount of Termination Compensation by the later of such dates, such amount shall bear interest at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of such dates until paid.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the holdback amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(d) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

6. For Termination Pursuant to Section 19.1.2

(a) If the Agreement is terminated prior to Financial Close in accordance with Section 19.1.2, termination shall be valid and effective as and when set forth in Section 19.1.2 of the Agreement; and TxDOT shall deliver to Developer, within 30 Days after the later of (i) Developer completing its post-termination obligations under the applicable provisions of Section 19.1.2 of the Agreement, or (ii) Developer's delivery to TxDOT of a notice specifying the amount of Termination Compensation due calculated in accordance with Section B.7 or B.8 of this

Exhibit 20, immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due. If TxDOT does not pay such amount by the later of such dates, such amount shall bear interest at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of such dates until paid.

(b) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination (or, in the event of partial termination under Section 19.14.1 of the Agreement, to reinstatement of the Developer's Interest in respect of the Segment 3B Facility Segment or to rescission of the partial termination).

(d) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

EXHIBIT 21

OPTION CONSIDERATION FOR EXTENSION OF LONG STOP DATE

The consideration for each of the Collateral Agent's options to extend the Long Stop Date as set forth in Section 20.4.9 of the Agreement, other than with respect to the GP Capacity Improvements, shall equal $4,950,000.

The consideration for each of the Collateral Agent's options to extend the Long Stop Date as set forth in Section 20.4.9 of the Agreement with respect to the GP Capacity Improvements shall equal the per diem liquidated damages established for delay in achieving the Service Commencement Deadline for the GP Capacity Improvements established pursuant to Part A, Section 1.3.2 of Exhibit 16 to the Agreement multiplied by 90 days.

EXHIBIT 22

INITIAL DESIGNATION OF AUTHORIZED REPRESENTATIVES

TxDOT's Authorized Representative:

TxDOT hereby designates the persons from time to time serving as the Executive Director of TxDOT as its Authorized Representatives and such other persons as the Executive Director may from time to time designate by delivering written notice thereof to Developer. Any such designations by the Executive Director may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to Developer.

Developer's Authorized Representative:

Developer hereby designates the persons from time to time serving as the Chief Executive Officer of Developer as its Authorized Representatives and such other persons as the Chief Executive Officer may from time to time designate by delivering written notice thereof to TxDOT. Any such designations by the Chief Executive Officer may be limited in scope and duration and may be revoked at any time by delivery of written notice thereof to TxDOT.

EXHIBIT 23-A

FORM OF NTTA TOLLING SERVICES AGREEMENT

[Attached]

EXHIBIT 23A

FORM OF NTTA TOLLING SERVICES AGREEMENT

TOLLING SERVICES AGREEMENT

SEGMENTS 3A AND 3B

OF

NORTH TARRANT EXPRESS PROJECT

Between

NORTH TEXAS TOLLWAY AUTHORITY

and

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

Dated _____, 2013

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Attachment 4 List of Transponder Models Establishing Benchmark Transponder Performance

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Attachment 7 Initial Designation of Authorized Representatives

Attachment 8 Example of Calculation of Delinquent Payment Deduction

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Attachment 11 Summary of Certain Terms of NTTA's Business Continuity Plan

Attachment 12 Summary of NTTA's Audit and Reconciliation Procedures

Attachment 13 Summary of NTTA's Marketing/Distribution Activities

TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT (the "Tolling Services Agreement") is entered into and effective as of _____, 2013 by and between the **North Texas Tollway Authority**, a regional tollway authority authorized and operating under Chapter 366 of the Texas Transportation Code ("NTTA"), and **NTE Mobility Partners Segments 3 LLC**, a Delaware limited liability company ("Developer"), with reference to the following facts.

RECITALS

A. On June 23, 2009, the Texas Department of Transportation ("TxDOT") and NTE Mobility Partners Segments 2-4 LLC, an affiliate of Developer ("Developer Affiliate") entered into a Comprehensive Development Agreement (the "CDA") to provide the framework for Developer Affiliate to collaborate with TxDOT for the conceptual, preliminary and final planning along with some or all of the development, design, construction, financing, operation and maintenance, of one or more facilities of the North Tarrant Express Project set forth in the CDA, including the Segments 3A and 3B Facility (referred to herein as the "Facility").

B. On July 6, 2011, TxDOT and Developer Affiliate agreed upon a Facility Implementation Plan for the development of the Facility in accordance with the CDA.

C. On March 1, 2013, pursuant to the Facility Implementation Plan and in accordance with the CDA, TxDOT and Developer entered into a Facility Agreement (the "Agreement") for the design, construction and/or reconstruction of general purpose lanes, managed lanes, railroad improvements, frontage roads, and crossing streets, utility adjustments, the establishment of tolling operations, and maintenance and operation of the Facility in Tarrant County, Texas.

D. Pursuant to the Agreement, Developer has the right and obligation to, among other things, impose, collect and enforce tolls for use of the Facility by means of an Electronic Toll Collection System.

E. Developer is entering into this Tolling Services Agreement pursuant to the Agreement to retain NTTA to provide certain toll collection, enforcement and interoperability functions and services for the Facility, on and subject to the terms and conditions of this Tolling Services Agreement.

F. Pursuant to Section 366.038 (the "Statute") of the Texas Transportation Code, as amended, NTTA shall provide, for reasonable compensation, customer service and other toll collection and enforcement services for a toll project in the boundaries of the NTTA, which includes the Facility.

G. Pursuant to a resolution dated _____, 2013, the Board of Directors of NTTA resolved to support TxDOT's development of the Facility and acknowledged that NTTA's sole role would be to provide the associated toll operations, as provided under applicable law.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Tolling Services Agreement, NTTA and Developer agree as follows:

1. Definitions and Interpretation

(a) Certain terms used herein have the respective definitions set forth in Attachment 1 to this Tolling Services Agreement.

(b) Other capitalized terms used but not defined herein have the respective meanings set forth in the Agreement.

(c) Notwithstanding anything to the contrary set forth herein, any reference made in this Tolling Services Agreement to the practices and procedures that NTTA follows in respect of its own facilities in respect of the standards or type of services to be provided pursuant to this Tolling Services Agreement shall be deemed to include at a minimum performance at a level which is consistent with the practices and procedures of NTTA at the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) or, if higher, at the time such evaluation is made, and with the Performance Standards under or other requirements of this Tolling Services Agreement.

2. Engagement and General Statement of Responsibilities.

Developer hereby engages NTTA to provide the services described herein from and after the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) (except for any service that this Tolling Services Agreement specifically provides is to be performed by NTTA prior to such Service Commencement Date) and until the expiration or earlier termination of the Term (as defined herein), and NTTA hereby accepts such engagement. The Parties' general responsibilities under this Tolling Services Agreement include the following (with the following general description to be without limitation on the parties' respective other responsibilities and obligations provided for pursuant to the other terms and conditions of this Tolling Services Agreement):

(a) Developer's general responsibilities include:

(i) Developer shall install, replace and maintain in good condition throughout the Term equipment that complies with the requirements of the Agreement and that will identify vehicles equipped with a transponder issued by NTTA (either directly by NTTA or though an NTTA-approved distributor) or another Toll Operator and video equipment and related lane controller equipment designed to capture video images of and/or data concerning vehicles passing through tolling stations as required by the Interface Control Document.

(ii) Developer shall be responsible for capturing data evidencing each Transponder Transaction and Video Transaction and transmitting a properly formed Transaction to NTTA (which will include all of the information required by the ICD for each such Transaction) in accordance with this Tolling Services Agreement pursuant to the

ICD or any other communications protocols in effect hereunder from time to time. Without limiting the foregoing, Developer shall be responsible for (A) determining the applicable toll for each Transaction and transmitting the applicable toll information to NTTA with its transmittal of other Transaction data pursuant to the preceding sentence, and (B) conducting all video image reviews and Transaction matching required to determine Video Transactions. NTTA shall not be responsible for enforcement of high occupancy vehicle rules and requirements, and, without hereby limiting such obligations of Developer under the Agreement (if any), NTTA agrees that Developer shall not be responsible for enforcement of high occupancy vehicle rules and requirements under this Tolling Services Agreement. NTTA shall not have any responsibility for any of the activities described in this paragraph (ii).

(iii) Developer shall be responsible for all interoperable fees, the cost of which shall be paid in accordance with the applicable interoperability interlocal agreement.

(iv) Developer shall be responsible for providing reasonably detailed information to NTTA from time to time for purposes of training NTTA's customer service personnel adequately to respond to customer inquiries concerning Developer's dynamic or other toll pricing models.

(v) Developer shall not issue any transponders to Users in connection with the Facility other than as permitted or contemplated by this Tolling Services Agreement and Developer shall not impose any tolls on Users in connection with the Facility other than as permitted by the Agreement and pursuant to tolling practices permitted by the Agreement and this Tolling Services Agreement (subject to any change in such tolling practices made pursuant to Section 17 or otherwise pursuant to a written agreement between NTTA and Developer). Developer otherwise shall not take any actions in competition with the rights and responsibilities of NTTA hereunder (provided, however, that the foregoing shall not preclude Developer from marketing activities, from distributing NTTA-issued transponders on its own premises in its capacity as a distributor of NTTA, from exercising rights and remedies expressly provided to Developer hereunder in respect of this Tolling Services Agreement or in the Agreement in respect of the Agreement, and activities of Developer or any of its affiliates in connection with other toll roads).

(b) NTTA's general responsibilities include:

(i) NTTA shall post Transponder Transactions to customer accounts in accordance with Section 4(a)(iv) hereof.

(ii) NTTA shall provide Interoperability Functions in accordance with Section 5 hereof.

(iii) NTTA shall process Video Transactions in accordance with Section 8 hereof.

(iv) NTTA shall remit payments to Developer in respect of Video Transactions and Transponder Transactions in accordance with Section 7 hereof.

(v) NTTA shall utilize and make available its Customer Service Center services for handling of customer inquiries and complaints, as provided in Section 4(a)(i) hereof.

(vi) NTTA shall provide account management and other back office services in accordance with this Tolling Services Agreement, including Section 4(a) hereof.

(vii) NTTA shall provide toll collection enforcement services, which shall include transmittal of violation notices, collection efforts (including, at NTTA's option, utilization of a third party collection agency) and other actions permitted by applicable Law (including court action) and in accordance with the Performance Standards and the practices and procedures that NTTA follows in respect of its own facilities.

(c) Developer and NTTA acknowledge and agree that, particularly in view of the stated Term (as defined in the Agreement) of the Agreement and the potential Term of this Tolling Services Agreement, changes may occur during the Term in mobility and tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration and implementation of changes in the equipment, technology or practices utilized in connection with the Facility and/or changes to this Tolling Services Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Tolling Services Agreement. Developer and NTTA further acknowledge that Developer may need to change equipment, technology and practices to maintain interoperability as required by Section 12.1.3 of the Agreement. Developer and NTTA agree to cooperate with each other in a commercially reasonable manner in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner and the proposed changes are consistent with technology and practices then used and/or followed by NTTA with respect to its own facilities. In connection therewith, Developer and NTTA also shall consider in good faith any adjustments (if any) in the compensation payable to NTTA hereunder in light of such changed circumstances. Any such changes shall be made in accordance with Section 17.

(d) For the avoidance of doubt, NTTA will have no obligation or responsibility hereunder in respect of User based rebates (whether monitoring data related to same, payment of same or any other obligation or responsibility related to any such rebates) or in respect of the determination, assessment or collection of liquidated damages against or from Developer under the Agreement. However, if Developer at any time during the Term desires for NTTA to provide support for assessing and/or processing rebates, it may initiate a Change Order pursuant to Section 17 in respect thereof. For the avoidance of doubt, this Section does not apply to adjustments of overcharges to customer accounts pursuant to Section 11.

(e) For the avoidance of doubt, NTTA hereby disclaims any interest in funds owing or remitted to NTTA by a User for a Transaction to the extent of amounts owed by NTTA to Developer for such Transaction that have not yet been paid to Developer. NTTA shall be deemed to be a collecting agent acting on behalf of Developer with respect to such amounts owing or remitted by the applicable Users and owed to and not yet paid to the Developer until NTTA pays Developer the applicable amounts owed to Developer with respect to the Transaction, at which time NTTA may receive and retain the corresponding amounts from applicable Users for its own account and as its own funds (subject to and in accordance with the terms of the NTTA Master Custody Agreement provided for herein). NTTA will establish, no later than the date that is six months prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments, rather than as a whole, pursuant to the terms of the Agreement), a master lockbox and custodial account arrangement (the "NTTA Master Custody Arrangement") for the purpose of receiving, administering and distributing funds prepaid by NTTA tag holder customers, toll revenue receipts from NTTA tag holders for transactions not prepaid, video transaction revenues, and toll revenues received from Transponder Issuers other than NTTA. NTTA will exercise all reasonable efforts to structure the NTTA Master Custody Arrangement in a manner substantially similar to the master lockbox and custodial account arrangement instituted by TxDOT pursuant to that certain Master Lockbox and Custodial Account Agreement dated November 9, 2007 between TxDOT and The Bank of New York Trust Company, N.A. (the "TxDOT Master Custody Agreement"). The NTTA Master Custody Arrangement will be created and administered pursuant to a master lockbox and custodial account agreement (the "NTTA Master Custody Agreement") that will incorporate in substance the terms set forth on Attachment 6 to this Tolling Services Agreement, and NTTA will exercise all reasonable efforts to cause the NTTA Master Custody Agreement to be on terms substantially similar to the TxDOT Master Custody Agreement (but with such changes therein as may be required to take into account provisions of this Tolling Services Agreement that may require that different provisions be included therein, such as Section 7 of this Tolling Services Agreement, which contemplates that NTTA may pay Developer for tolls before NTTA's collection thereof from Users). For avoidance of doubt, the foregoing shall not require NTTA to engage The

Bank of New York Trust Company, N.A. as custodian under the NTTA Master Custody Agreement. NTTA shall provide Developer the opportunity to review and comment reasonably and in good faith on a draft of the proposed form of NTTA Master Custody Agreement prior to the finalization thereof, but Developer shall not have the right to approve or consent to the terms thereof except to the extent that the terms thereof are both materially different from the terms of the TxDOT Master Custody Agreement and materially detrimental to Developer. Pursuant to the NTTA Master Custody Arrangement and the terms of the NTTA Master Custody Agreement, such revenue receipts and prepaid amounts described above will be deposited and held, free and clear of any claim, lien, charge, security interest or encumbrance in favor of any creditor of NTTA, pending distribution thereof to NTTA, Developer (or to the trustee under the Facility Trust Agreement), developers of other projects for which NTTA provides tolling or clearinghouse services and other appropriate Persons. In the event that the revenues and prepaid amounts held in the NTTA Master Custody Arrangement and applied in accordance with the terms of the NTTA Master Custody Agreement at any time are not sufficient to pay in full toll charges owing under this Tolling Services Agreement in respect of Transactions occurring on the Facility, the fact such insufficiency exists shall not limit or excuse NTTA's payment obligations under this Tolling Services Agreement for the applicable toll charge (less the fees and adjustments referenced in Section 7(a) and (b)). The terms of the NTTA Master Custody Agreement also shall provide for the custodian's access to NTTA customer and account information (subject to compliance with applicable confidentiality requirements and customer account agreements) for the sole purpose of determining appropriate disbursements of amounts held pursuant to the NTTA Master Custody Arrangement if NTTA fails to deliver payment instructions to the custodian. NTTA shall deliver evidence of the establishment of the NTTA Master Custody Arrangement and the NTTA Master Custody Agreement to Developer no later than the date that is six months prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments); provided that Developer agrees that such Service Commencement Date shall not occur before January 1, 2011.

3. Term; Transition of Services

(a) The term (the "Term") of this Tolling Services Agreement commences on the date hereof and shall expire upon expiration of the Agreement (including, if and to the extent applicable, any extensions of the Term (as defined in the Agreement) of the Agreement in accordance with the terms thereof, including any extensions due to any Relief Events), subject to earlier termination of this Tolling Services Agreement in accordance with Section 21 or Section 24(d).

(b) NTTA shall commence performing system interface work in accordance with the schedule developed under Section 12(c). Unless otherwise specifically provided herein with respect to any specific service, NTTA

shall commence performing all other services under this Tolling Services Agreement on the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments).

(c) Developer shall give NTTA at least 12 months' prior written notice of the anticipated date of Service Commencement for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments, rather than as a whole, pursuant to the terms of the Agreement); provided, however, that if such Service Commencement is expected to occur less than 12 months following the date of this Tolling Services Agreement, then Developer shall give notice of the anticipated date of such Service Commencement to NTTA as soon as practicable following the date hereof. Following NTTA's receipt of such notice, Developer and NTTA shall, at their cost, cooperate with each other in order to prepare, on or prior to the date that is six months prior to such anticipated date of such Service Commencement (or such later time mutually agreed to by the Parties in writing), a mutually acceptable transition plan (with each Party agreeing not to unreasonably withhold its approval or assent thereto) that sets forth protocols, procedures and terms for (i) the switchover involving the cessation of Developer's transmission of Transaction data to, and receipt of such Transaction data by, NTTA's CSC Host and the commencement of the transmission of such Transaction data by Developer to the applicable replacement tolling services provider (including compliance with, if applicable under the circumstances, the protocols and procedures developed and implemented pursuant to Section 12(k)) and such other actions as are reasonably required to be taken in connection with the cessation of NTTA's provision of services under this Tolling Services Agreement (such as, for example, the removal of NTTA signage from the Facility); (ii) the transition of collection and enforcement services from NTTA to Developer or its designee respecting Transponder Transactions and Video Transactions and related Transaction data transmitted to NTTA but for which tolls have not been collected prior to the expiration or earlier termination of this Tolling Services Agreement or the exercise by Developer of any step-in right pursuant to Section 19(d) hereof; and (iii) the delivery by NTTA to Developer, on or prior to the expiration or earlier termination of this Tolling Services Agreement or the exercise by Developer of any step-in right pursuant to Section 19(d) hereof, of reports of (A) Transactions occurring during the last five (5) years of the Term prior to the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, for which NTTA has collected and remitted tolls to Developer and received the related fees and other amounts payable to NTTA hereunder; (B) Transactions occurring during the last five (5) years of the Term prior to the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, for which NTTA has collected and remitted tolls to Developer hereunder but has not received all of the related fees and other amounts payable to NTTA hereunder; and (C) with respect to Transactions that have occurred and the data for which has been transmitted by Developer to NTTA but for which NTTA has not collected and remitted tolls to Developer or

received any fees or other amounts payable to NTTA hereunder, NTTA shall transfer such Transactions to Developer, together with any information that NTTA has relating to such Transactions that may reasonably assist Developer in the collection of tolls for such Transactions. If NTTA has made payment to Developer under the terms of this Tolling Services Agreement with respect to any Transactions that NTTA has not collected or with respect to which NTTA has not received Incidental Charges associated with such Transactions, at the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder, then NTTA shall be entitled (and Developer shall have no obligation) to enforce and collect such Transactions in the same manner as had been in effect immediately before the expiration or termination date, or the date of Developer's exercise of such step-in right hereunder. The foregoing does not obligate NTTA to provide professional consulting services for transition planning, except pursuant to a Change Order. Other than Transaction information described above, in no event shall the transition plan require NTTA to disclose to Developer NTTA's proprietary information or processes. The Parties will cooperate to update the transition plan once every two years (or annually if reasonably requested by either Party due to any change in circumstances). With respect to any termination of this Tolling Services Agreement other than due to a default by NTTA or the exercise by NTTA of a right to terminate this Tolling Services Agreement without cause, NTTA shall be entitled to payment from Developer of the costs and expenses incurred by NTTA in connection with the services and reports to be furnished by NTTA to Developer pursuant to provisions of this Section 3(c) and such transition plan.

4. Toll Collection and Enforcement Services

(a) NTTA shall provide complete back office functions pertaining to toll collection and enforcement for the Facility, consistent with the practices utilized by NTTA with respect to its own facilities. Such functions shall include the following:

(i) Customer service operations providing all customer service representatives with access to all electronic account and toll violation information and ability to resolve most issues or questions with the customer (including HOV customers) through various contact channels, including (A) transponder distribution support, (B) walk-in customer service and support, (C) staffing and maintaining call center operations for customer and general inquiries with sufficient call handling capacity to answer calls in accordance with the Performance Standards, (D) operating and maintaining an industry-standard interactive voice response system in English and Spanish configured to allow customers, without charge, to obtain automated information, to transfer or be directed to a specific source of information, to access account maintenance functions and to speak in English or Spanish with a live customer service representative, (E) creating and managing an industry standard interactive web site, with the customer

service center portion of the web site in English and Spanish, which may be used for disseminating information on NTTA's transponder program and allowing a customer to conduct secure account maintenance activities such as opening an account, changing information on an account, viewing account status and statements, replenishing an account balance and with a posted privacy notice, and such web site shall allow dissemination and receipt of information simultaneously with multiple users without unreasonable delay in responses, (F) maintaining an Internet e-mail address for all inquiries and comments regarding account maintenance matters from customers and the public, (G) receipt of and response to e-mails on a timely basis during normal business hours, and (H) the ability of customers to send facsimile communications to the customer service center 24 hours per day seven days per week, and responding to such communications during normal business hours; however, notwithstanding the foregoing, Developer acknowledges that because Developer, not NTTA, is responsible for collecting in-lane data in respect of the Facility, NTTA may not be able to resolve HOV customer complaints regarding whether the customer was improperly charged a single occupancy vehicle toll rate rather than an HOV toll rate, or other HOV-related disputes, questions, or inquiries, including, but not limited to, issues regarding implementation of HOV policies; therefore, NTTA shall not be adversely affected with regard to its compliance with Performance Standards in connection with its handling of any HOV disputes (it being understood and agreed that to the extent that NTTA is reasonably able to resolve such disputes, it shall do so);

(ii) Account management and maintenance, including setting up new personal and commercial accounts, managing transponder replacement, automatic replenishing of NTTA accounts to pre-determined levels when accounts reach low balance thresholds, accepting payments (pursuant to payment methods consistent with those utilized by NTTA with respect to its own facilities) to replenish accounts, and issuing monthly statements to NTTA account holders (or other frequency as may be agreed between NTTA and such account holders) providing an activity summary that itemizes usages, related toll charges and other Incidental Charges;

(iii) Transponder issuance and replacement;

(iv) Transaction and payment processing for Transponder Transactions, including posting Transponder Transactions against User transponder accounts, and debiting accounts for toll charges and Incidental Charges on a "first in" basis according to the date and time received by NTTA;

(v) Transaction and payment processing for Video Transactions consistent with NTTA's practices regarding customers of its own

facilities, including issuing billing statements to Video Transaction Users with itemization of toll charges and Incidental Charges, processing of payments received including reconciliation with billing statements, and accepting payment (pursuant to payment methods consistent with those utilized by NTTA with respect to its own facilities);

(vi) Violation processing and enforcement in accordance with Chapter 366 of the Texas Transportation Code or other Laws applicable to NTTA and consistent with NTTA's practices regarding customers of its own facilities;

(vii) Implementation of appropriate reporting, reconciliation, accounting, audit and quality assurance processes in accordance with Good Industry Practice, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all NTTA computer systems and subsystems, (B) control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure record of system access and breaches of security, consistent with Good Industry Practice;

(viii) Implementation of data backup and disaster recovery in accordance with NTTA's Business Continuity Plan (the "Business Continuity Plan") as in effect from time to time (and a summary of certain terms of the Business Continuity Plan as in effect on January 15, 2008 is attached hereto as Attachment 11) and Good Industry Practice and retention of Facility-related data in accordance with Section 15(d);

(ix) Provision to the appropriate governmental agencies or entities of the State of Texas of the calculation and information required to be furnished by NTTA pursuant to Section 228.0055(b) of the Texas Transportation Code (or any successor law thereto); and

(x) Provision of all staffing, supervision, support services, data services, CSC Host equipment, and materials necessary to perform such responsibilities in a timely manner.

(b) Provided NTTA complies with Section 4(a)(vi), decisions on whether and when to issue notices and pursue collection and enforcement actions shall be within the discretion of NTTA. NTTA shall exercise such discretion in the manner it makes such decisions with respect to its own tolled roadways and in accordance with Good Industry Practice.

(c) NTTA shall solely choose the transponders to offer to Users, consistent with Section 21 of the Technical Provisions and Section 12(h); provided that Developer reserves the right (but is not obligated) to issue its own transponders that are equivalent in utility, functionality and reliability to those issued by NTTA to any Person from and after the date either Party delivers written notice to the other Party exercising a right to terminate

this Tolling Services Agreement (so long as any such notice is not rescinded) or during any period during which Developer is exercising step-in rights under this Tolling Services Agreement. NTTA shall issue and replace transponders expeditiously, consistent with the time periods applicable for replacement of transponders in respect of its own facilities. NTTA shall replace its transponders whenever a customer requests replacement, and shall be entitled to collect its standard charges therefor applicable to similar transponders issued by NTTA. NTTA shall include transponder mounting instructions with new transponders supplied to customers, and provide transponder mounting assistance at NTTA's customer service center or outlets to support successful installation consistent with the level of service provided customers on NTTA's own facilities.

(d) NTTA shall be responsible for taking reasonable steps to minimize the number of toll violations due to misuse (e.g. improper mounting or absence of transponder) by NTTA account customers. Such responsibility shall include but not be limited to (i) providing clear transponder mounting instructions and assisting with mounting, if requested, as provided in subsection (c) above, (ii) identifying and contacting NTTA account holders identified through Video Transactions or that incur violations, (iii) contacting NTTA account holders to ascertain the reasons for such Video Transactions or violations and (iv) resolving such situations if reasonably possible (e.g. providing mounting instructions/assistance or a replacement transponder or obtaining updated account information). NTTA shall take such steps consistent with its practices regarding customers of its own facilities.

(e) NTTA shall determine the location or locations of its call center operations and NTTA's CSC Host. NTTA may change any such location from time to time. If NTTA changes any such location from the original location, it shall bear all costs of re-establishing necessary connections between the ETCS to the newly located NTTA CSC Host equipment in connection with such relocation (and such statement of NTTA's responsibility for such costs is not intended to limit any liability NTTA otherwise may have under this Tolling Services Agreement for any loss of Toll Revenues owing to Developer attributable to an NTTA breach or failure to perform). Upon the request of either Party, the Independent Engineer shall review such costs and advise the Parties concerning the accuracy of any statement thereof. Developer shall provide data to, and receive data from, NTTA by means of the ETCS and its interface with NTTA's CSC Host so as to enable NTTA to enforce and collect all toll payments from Users in a timely, accurate and efficient manner.

(f) NTTA may establish and enforce reasonable minimum amounts for opening, maintaining and replenishing electronic tolling accounts, consistent with NTTA's practices regarding customers of its own facilities.

(g) NTTA shall provide credit card processing services to its customers and Video Transaction Users for all major credit cards consistent with its practices regarding customers of its own facilities.

(h) NTTA shall provide the foregoing services in accordance with the Performance Standards, the applicable provisions and requirements of this Tolling Services Agreement, and to the extent equal to or better than the foregoing requirements and standards, NTTA also shall provide the foregoing services in accordance with NTTA's standard management practices, procedures and protocols with which it performs such services and functions for its own facilities.

(i) NTTA shall be temporarily excused from complying with the requirements and standards set forth in Section 4(h) to the extent its inability to comply is directly attributable to any failure or inability of Developer to comply with the Interface Control Document, or to meet the ETCS performance requirements set forth in Section 21 of the Technical Provisions. NTTA shall bear the burden of providing evidence reasonably satisfactory to Developer that NTTA exercised diligent efforts to comply.

(j) NTTA will provide Developer access to standardized toll collection system reports described in Section 14 hereof by means of a secure website/portal (and a summary of NTTA's audit and reconciliation procedures that are followed in preparing such reports and as in effect on January 15, 2008 is attached hereto as Attachment 12).

(k) Developer and NTTA shall conduct regular meetings (the "Developer-NTTA Regular Meetings") at least once per month, or such other frequency as the Parties mutually approve, to review, discuss and resolve matters relating to coordination, services, quality control, performance, customer service, tolling (including any issues related to erroneous pricing set by Developer or billing by NTTA and "readability" of transferred video images), payment and other matters arising under this Tolling Services Agreement. The Parties shall schedule all meetings at a mutually convenient date, time and place. In addition to regularly scheduled meetings, Developer and NTTA shall cause their respective representatives to be available at all reasonable times (generally, during regular business hours) for consultation with one another and with the Independent Engineer.

(l) Unless added by Change Order, NTTA shall have no right or obligation to provide under this Tolling Services Agreement (i) storefront services except such services at NTTA's customer service centers, (ii) any public relations work for the Facility, other than customer relations in the ordinary course of handling customer accounts, inquiries and communications, (iii) maintenance of a Facility web site (as distinguished from NTTA's own web site and web-based customer service center required by Section 4(a)(i)(E) and (F)), (iv) any marketing or promotional work or services for the Facility, other than customer relations, and (v) any maintenance work on Developer's toll collection system. In no event, however, shall NTTA be prohibited from providing any such services in connection with its own facilities or those of any third party.

(m) NTTA recognizes that Developer is not entitled to charge tolls to Users with respect to any applicable portion of the Facility during an Emergency

Mode. Developer shall not transmit transaction data to NTTA during such periods. If Developer does so, and if NTTA reviews any such Transaction data, NTTA may charge Developer the Transaction fees and charges otherwise applicable to non-emergency Transactions hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees). However, NTTA shall have no obligation to review any data transmitted in connection with Emergency Mode transactions. In the event Developer transmits to NTTA's CSC Host any Transaction that is for an Exempt Vehicle or that is a Duplicate Transaction, NTTA also may charge Developer the Transaction fees and charges otherwise applicable to non-Exempt vehicles or non-Duplicate Transactions (as the case may be) hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees).

(n) NTTA shall maintain the toll account and travel records of Users as confidential information and in compliance with applicable Laws on notice of privacy practices and handle such information in accordance with this Section 4(n).

(i) NTTA acknowledges that the data generated by, or accumulated or collected in connection with, its services under this Tolling Services Agreement, including customer lists, customer identification numbers, customer contact information, customer account information and billing records and other customer specific information, including use and enforcement data, origin and destination information, system performance statistics, and real time traffic flow information may consist of or include information that identifies an individual who is a patron of the Facility and that is exempt from disclosure to the public or other unauthorized persons under applicable Law ("Patron Confidential Information"). Patron Confidential Information includes names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or other information that relates to any of these types of information.

(ii) NTTA shall comply with all applicable Laws, Technical Provisions and interoperability and compatibility standards, requirements and protocols developed by NTTA, TxDOT and the state's other Toll Operators limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Patron Confidential Information ("Statewide Confidentiality Protocols").

(iii) NTTA agrees to hold Patron Confidential Information relating to the use of the Facility in strictest confidence and not to make use of Patron Confidential Information relating to the use of the Facility for any purpose other than the performance of this Tolling Services Agreement, including toll violation processing and collection; provided, however, that to the extent Patron

Confidential Information has been provided to NTTA in connection with its operation of its own facilities or its provision of services to other Toll Operators, NTTA may use and retain such Patron Confidential Information as permitted by applicable Law and any applicable Statewide Confidentiality Protocols, notwithstanding anything to the contrary contained in this Tolling Services Agreement.

(iv) NTTA shall not release, divulge, publish, transfer, sell or disclose Patron Confidential Information relating to the use of the Facility, or otherwise make it known, to any other Person except as permitted or required by applicable Laws. NTTA shall implement physical, electronic and managerial safeguards to prevent unauthorized access to Patron Confidential Information and to implement destruction of records containing Patron Confidential Information in accordance with its practices and procedures regarding customers of its own facilities.

(v) NTTA shall disclose in writing to each User to whom NTTA issues a transponder and for whom it holds Patron Confidential Information NTTA's policies regarding privacy of Patron Confidential Information, consistent with this Section 4(n). NTTA shall deliver such written disclosure in an applicable end user agreement, and shall maintain such disclosure on its web site. NTTA shall comply with the provisions of any applicable Law prescribing disclosure of NTTA privacy policies, including provisions on the content of disclosures and when disclosure must be given, and such compliance shall be deemed compliance with the disclosure requirements of this Section 4(n).

(vi) NTTA's obligations relating to Patron Confidential Information shall survive expiration or termination of this Tolling Services Agreement.

(o) In connection with any dispute regarding a Transaction, including in connection with enforcement and collection proceedings brought to collect tolls owed with respect to the Transaction, at NTTA's request Developer, at its expense, shall provide reasonable assistance and cooperation to evidence the proper operation of the ETCS and data transmission to the NTTA's CSC Host at the time of the Transaction.

(p) Developer generally intends to obtain prepayment of tolls or otherwise handle on its own payment of tolls for operators of Special Vehicles on the Facility and therefore not to involve NTTA in transaction processing for Special Vehicles. However, the Parties recognize that Video Transactions regarding Special Vehicles may be transmitted to NTTA's CSC Host because a Special Vehicle has operated on the Facility without obtaining a permit and pre-paying a toll. In the event NTTA receives a Video Transaction identified in the User Classification of a Special Vehicle, and if the Special Vehicle is not an Exempt Vehicle, then NTTA

shall process such Video Transaction as it customarily processes other Video Transactions.

5. Financial Interoperability Functions and Terms

(a) NTTA will establish and implement Interoperability Functions to coordinate the settlement and payment of electronic toll charges for Transponder Transactions by vehicles equipped with transponders issued by Transponder Issuers other than NTTA. NTTA will allow the Interoperability Functions to evolve to meet the needs of an increasing number of Transponder Issuers.

(b) Developer hereby agrees to adhere to NTTA's practices and procedures concerning compliance with applicable interoperability rules and guidelines by which all Persons involved in the Interoperability Functions will provide data for the transfer of funds (provided that NTTA will keep Developer regularly informed of such practices and procedures). NTTA shall pay Developer the amount of the toll less the interoperability fee (and less the Base Transaction Fee payable to NTTA) (and subject to any adjustments provided for in Section 6(a)(ii)) for Interoperable Transactions.

6. Compensation for Services

(a) Fees and Deductions.

(i) In consideration for NTTA's services hereunder, Developer shall pay NTTA the following fees:

(A) The Base Transaction Fee provided for in Section 6(b); plus

(B) The Variable Transaction Fee provided for in Section 6(c).

(ii) The Base Transaction Fee (as calculated pursuant to Section 6(b)) and the Variable Transaction Fee (as calculated pursuant to Section 6(c)) payable to NTTA shall be subject to reduction (pursuant to Section 6(h)) by the following:

(A) The Delinquent Payment Deduction, calculated in accordance with Section 6(d); and

(B) The Non-Compliance Deduction, if any, calculated in accordance with Section 6(e).

The amount payable to NTTA pursuant to Section 6(a)(i), net of deductions provided for in this Section 6(a)(ii), is referred to in this Tolling Services Agreement as the "NTTA Compensation."

(iii) The NTTA Compensation is inclusive of all services required under this Tolling Services Agreement, other than those added by

Change Order or Change Directive. Without limiting the foregoing, NTTA expressly acknowledges that Developer shall have no obligation to compensate NTTA over and above the NTTA Compensation for any merchant bank charges or bank commissions or fees incurred by NTTA for account replenishment and for any other forms of User payment methods which involve a bank (such as check, credit card, debit card, internet payments and wire transfers), or in the case of Video Transactions, for back-office work and services provided by NTTA hereunder in respect of Video Transactions (including billing and processing payments for Video Transactions), costs of enforcement and collection, including costs of collection agencies and costs of pursuing collection in court, or of risks of inability to collect Video Transactions. This provision does not limit NTTA's right to charge Incidental Charges to customers and Users to the extent set forth in Section 6(f), or NTTA's right to additional compensation from Developer pursuant to Section 6(g).

(b) Base Transaction Fee.

(i) The Base Transaction Fee for each Transaction received by NTTA's CSC Host initially, as of the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), shall be four and one-half cents ($0.045) as of 2015 escalated every two years at a rate of two percent (2%) per annum to the year of the Service Commencement Date and rounded to the nearest one cent. Such rate shall increase (rounded to the nearest one cent) every two years on the anniversary of such Service Commencement Date (i.e., the second anniversary, fourth anniversary, sixth anniversary, etc.) based on an escalation rate equal to two percent (2.0%) per annum.

(ii) The applicable Base Transaction Fee shall be due and payable for each Transaction (whether a Transponder Transaction, Video Transaction or Interoperable Transaction) that is recognized by the ETCS and properly transmitted to NTTA's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to NTTA by NTTA's deduction of the amount thereof from the amount of each toll transaction payment made by NTTA to Developer pursuant to Section 7 hereof. Base Transaction Fees shall be the same for all User Classifications and for all Transactions in the same Service Year, regardless of the amount of the toll for such Transactions.

(c) Variable Transaction Fee.

(i) The Variable Transaction Fee for each Transaction (other than Interoperable Transponder Transactions, which shall not be subject to the Variable Transaction Fee) received by NTTA's CSC Host shall be equal to three and three-quarters percent (3.75%) of the applicable toll amount (exclusive of Incidental Charges).

(ii) The Variable Transaction Fee shall be due and payable for each Transaction, whether a Transponder Transaction (other than an Interoperable Transponder Transaction) or a Video Transaction, that is recognized by the ETCS and properly transmitted to NTTA's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to NTTA by NTTA's deduction of the amount thereof from the amount of each toll transaction payment made by NTTA to Developer pursuant to Section 7 hereof.

(d) Delinquent Payment Deduction.

(i) A Delinquent Payment Deduction will be made for any Payment Period in which NTTA fails to make a timely payment to Developer in accordance with Section 7. The Delinquent Payment Deduction shall be payable as a monthly adjustment in accordance with Section 6(h) and shall be reported to Developer in a monthly Delinquent Payment Deduction report to be delivered to Developer by NTTA pursuant to Section 14(d).

(ii) The Delinquent Payment Deduction will be determined in accordance with the following formula (and an example of the calculation of the Delinquent Payment Deduction is attached hereto as Attachment 8):

Delinquent Payment Deduction *n,m* (Year *n* = 1 to ___ and Month *m* = 1 to 12)	=	∑Daily Delinquent Payment Deduction *n,m* x Duration / 365 (or 366, in leap years) x Interest Rate *n,m*

Where:

Daily Delinquent Payment Deduction *n,m*	=	Total payments due Developer on each day during Month *m* of Year *n* that are not timely paid by NTTA when due under Section 7
Duration	=	The number of calendar days from the date a payment under Section 7 is due until the date such payment is made to Developer.

Interest Rate *n,m*	=	Interest at a rate equal to the LIBOR in effect on the first day of Month *m* in Year *n* plus 400 basis points

(e) Non-Compliance Deduction.

(i) A Non-Compliance Deduction will be made for any Payment Period in which NTTA is assessed Non-Compliance Points in respect of such Payment Period. The Non-Compliance Deduction shall be payable as a monthly adjustment in accordance with Section 6(h). The Non-Compliance Deduction will be calculated as follows (and an example of the calculation of the Non-Compliance Deduction is attached hereto as Attachment 9):

Non-Compliance Deduction *n,m* (Year *n* = 1 to ___ and Month *m* = 1 to 12)	=	Monthly Non-Compliance Deduction *n,m*

Where:

Monthly Non-Compliance Deduction *n,m*	=	Monthly Non-Compliance Reduction Percent x NTTA Compensation *n,m*
Monthly Non-Compliance Reduction Percent		The percent reduction to the NTTA Compensation associated with the Non-Compliance Points for Month *m* as identified in Table 6(e)-1 below
NTTA Compensation *n,m*	=	Base Transaction Fees for Period *n,m* + Variable Transaction Fees for Period *n,m*

Table 6(e)-1 – Monthly Non-Compliance Reduction Percent

Non-Compliance Points for Period *n,m*	Monthly Non-Compliance Reduction Percent for Period *n,m*
0 to 16	0%
17 to 24	2%
25 to 33	8%
34 to 44	20%
45 or more	35%

(ii) Subject to Section 6(e)(iii), each month NTTA will assign Non-Compliance Points to its performance in accordance with the Performance Standards and the terms hereof and will report the same to Developer in the monthly Non-Compliance Deduction report to be delivered to Developer pursuant to Section 14(e) no

later than 15 days after the end of such month. Any related Non-Compliance Deduction shall be paid by NTTA in connection with the monthly adjustments provided for in Section 6(h). Upon the written request of Developer, in addition to such monthly Non-Compliance Deduction report, NTTA shall furnish to Developer reasonably detailed information and support for NTTA's determination of such Non-Compliance Points. Non-Compliance Points shall not be assessed under more than one category for any particular event or circumstance that is a breach or failure. Where a single act or omission gives rise to more than one breach or failure, it shall be treated as a single breach or failure for the purpose of assessing Non-Compliance Points, and the highest amount of Non-Compliance Points under the relevant breaches or failures shall apply. Upon the request of either Party, the Independent Engineer may review any determination of Non-Compliance Points by NTTA hereunder and advise the Parties concerning the accuracy thereof. Developer and the Independent Engineer each shall have the right to inspect and audit NTTA's books and records concerning the determination of Non-Compliance Points and Non-Compliance Deductions pursuant to Section 15(b) and (c). Any disagreement between the Parties concerning the assignment of Non-Compliance Points shall be resolved pursuant to Section 20 hereof.

(iii) No Non-Compliance Points will be assigned to a failure of NTTA to achieve the performance required in accordance with the Performance Standards and the other standards set forth herein if such failure to perform is (A) directed by Developer, (B) planned by NTTA and consented to, in advance in writing, by Developer, (C) directly caused by the acts or omissions of Developer or (D) excused pursuant to Section 22(d).

(f) Incidental Charges to Users.

In addition to the NTTA Compensation, NTTA shall have the right to impose on and collect from Users (separate from the toll charges referenced in Section 7(a) and (b)), and retain as additional compensation, Incidental Charges consistent with NTTA's practices concerning customers of its own facilities; provided that Developer shall have no liability for NTTA's inability to collect the same from Users.

(g) Additional Fees and Charges Payable By Developer.

In addition to the NTTA Compensation, Developer shall pay to NTTA its demonstrated and actual additional administrative and processing costs and expenses, except those capable of being reasonably mitigated, incurred to perform services under this Tolling Services Agreement directly attributable to any failure or inability of Developer to meet the ETCS performance requirements set forth in Section 21 of the Technical Provisions. (Developer recognizes and acknowledges that such additional costs and expenses will not be compensated by any Non-

Compliance Points liquidated damages that may be assessed and paid to TxDOT under the Agreement by reason of any such failure, because the same were estimated and agreed to only to cover damages to TxDOT in its capacity as a Party to the Agreement and not NTTA's capacity as a provider of the services set forth in this Tolling Services Agreement.) In addition, Developer shall pay to NTTA all sums due in accordance with the terms of any Change Orders or Change Directives. Amounts payable to NTTA pursuant to this Section 6(g) (other than amounts payable under the previous sentence) shall be payable by monthly adjustments pursuant to Section 6(h).

(h) Monthly Adjustments.

For each calendar month during the Term, NTTA shall deliver to Developer, by the 15th day of the immediately succeeding calendar month, a report of adjustments made in respect of Transactions during such month and adjustments owing in respect of other matters processed during such month, in each case as contemplated hereunder and with each such report to be in reasonable detail. The report shall cover each of the following, with the related adjustment to be made as follows:

(i) Such report shall set forth all Transaction adjustments made during such calendar month in respect of (A) Unpostable Transponder Transactions that have not been reclassified as a Video Transaction, (B) Duplicate Transactions previously paid by NTTA, (C) unpursuable Video Transactions (e.g., Transactions involving vehicles that are not Candidate Vehicles) (provided that there will not be a reduction in tolls payable to Developer for Video Transactions that are unpursuable due to the fault of NTTA), (D) adjustments resulting from settled or otherwise resolved User disputes and (E) adjustments relating to refunds to accounts or Video Transaction Users due to inaccurate toll charges and inaccurate Transactions transmitted from Developer to NTTA. Such adjustment shall be made each Business Day during the applicable calendar month as contemplated by Section 7(a) and (b). Such adjustments shall be applied on a daily basis to the toll Transaction payment owing to Developer pursuant to Section 7.

(ii) Such report also shall set forth all adjustments to be made in respect of the calendar month covered thereby for (A) any amounts owing to NTTA from Developer pursuant to Section 6(g); (B) Delinquent Payment Deductions and Non-Compliance Deductions owing to Developer from NTTA; and (C) any other amounts subject to adjustment pursuant to the terms of this Tolling Services Agreement (including, but not limited to, any refunds provided for in Section 11(c) hereof). Such report shall reasonably describe the basis for the amounts owing for each of the foregoing items and the net amount owing in respect thereof shall be payable by the applicable payor Party to the applicable payee Party within 15 days after the due date for delivery of such report. For the avoidance of doubt, however, the delivery of such

report shall not be a condition to any adjustment otherwise required for Delinquent Payment Deductions and Non-Compliance Deductions hereunder.

NTTA Compensation and other amounts payable in accordance with this Section 6(h) not paid when due (other than as a consequence of NTTA's failure to timely deduct payments owing to it when it has the right hereunder to make such deductions from toll payments to be made to Developer hereunder) shall bear interest and late charges as provided in Section 19(f).

(i) Disputed Amounts.

(i) In the event either Party disputes any amount that is to be payable by or to such Party pursuant to a monthly adjustment in accordance with Section 6(h), then (A) such Party shall, within 14 days after delivering or receiving (as the case may be) notice or an invoice or statement for such amount, deliver written notice to the other Party of the amount in dispute and the reasons for dispute and (B) the Party from whom the disputed amount is payable shall, within the time period for payment of the invoice, deposit an amount equal to 105% of the amount in dispute into (1) the Toll Operator Dispute Account, if Developer is the Party from whom the disputed amount is payable or (2) the Master Cash Collateral Trust Account, if NTTA is the Party from whom the disputed amount is payable. With respect to any such deposit made by NTTA into the Master Cash Collateral Trust Account, NTTA shall simultaneously direct the Collateral Account Trustee to immediately deposit the amount thereof into the Facility Cash Collateral Sub-Account. Immediately upon making a deposit pursuant to the second preceding sentence, the depositing Party shall notify the other Party in writing that such deposit has been made.

(ii) The amount so deposited under clause (i) above shall be maintained in the Toll Operator Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, until the dispute is finally determined, at which time all amounts due the payee Party, if any, shall be immediately released from the Toll Operator Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, to pay the amount due, including any late charge and interest. If the amount in the Toll Operator Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, is insufficient to pay the amount finally determined to be due, including any late charge and interest, the payor Party shall immediately satisfy the balance of the amount due from other sources. If the amount in the Toll Operator Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, exceeds the amount finally determined to be due, if any, the excess shall be immediately released to the payor Party, together with any interest earnings in the Toll Operator

Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, attributable to the excess funds so released to the payor Party. Notwithstanding the foregoing, if in connection with any dispute between the Parties concerning amounts owing or alleged to be owing by NTTA to Developer pursuant to Section 6(h), (A) NTTA has invoked the provisions of this Section 6(i) and caused the required amount to be deposited into the Facility Cash Collateral Sub-Account, (B) either NTTA or Developer has initiated the dispute resolution procedures provided for in Section 20 and (C) NTTA at any time fails to comply with the requirements of Section 20 or participate in such dispute resolution procedures, then Developer shall be entitled to withdraw an amount equal to the amount in dispute, plus any applicable interest and late charges, from the Facility Cash Collateral Sub-Account pursuant to Section 16(d) (including the provisions of Section 16(d) requiring that Developer give NTTA and the Collateral Account Trustee not less than three Business Days prior written notice of such withdrawal).

(iii) If, in respect of any payment obligation, the amount required by this Section 6(i) has been paid into the Toll Operator Dispute Account or the Facility Cash Collateral Sub-Account, as the case may be, in accordance with the terms of this Section 6(i), then the applicable payor Party shall not be in default of the related payment obligation hereunder if the dispute related thereto is not resolved until after the date such payment otherwise would be due under this Tolling Services Agreement, but such payor Party shall be liable for late charges and interest thereon, as provided in Section 6(i)(ii) and determined pursuant to Section 19(f).

7. Toll Transaction Payments to Developer

(a) Subject to Sections 7(c) and 7(d), and except as provided otherwise in Section 22(d), for each Transponder Transaction, NTTA shall deposit or cause to be deposited with the trustee under the Facility Trust Agreement an amount equal to the toll for the Transponder Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Transponder Transaction has been properly transmitted to NTTA's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d)), with respect to any Transponder Transaction for which Developer does not receive an acknowledgment of receipt by NTTA's CSC Host in accordance with the ICD, (x) if Developer has both notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Transponder Transaction to NTTA's CSC Host in accordance with the ICD, then NTTA shall be obligated to deposit or

cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (y) if Developer shall not have both so notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which NTTA is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that is two Business Days from the date and time that Developer shall have both so notified NTTA of such transmittal and also so made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Transponder Transaction data in digital form in accordance with the ICD. The applicable amount shall be due and payable regardless of whether NTTA actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to be remitted to Developer pursuant to this Section 7(a) does not include any Incidental Charges.

(b) Subject to Sections 7(c) and (d), and except as provided otherwise in Section 22(d), for each Video Transaction, NTTA shall deposit or cause to be deposited with the trustee under the Facility Trust Agreement an amount equal to the toll for the Video Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Video Transaction has been properly transmitted to NTTA's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d)), with respect to any Video Transaction for which Developer does not receive an acknowledgment of receipt by NTTA's CSC Host in accordance with the ICD, (x) if Developer has both notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Video Transaction to NTTA's CSC Host in accordance with the ICD, then NTTA shall be obligated to deposit or cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (y) if Developer shall not have both so notified NTTA of such attempted transmittal and also made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which NTTA is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that is two Business Days from the date and time that Developer shall have both so notified NTTA of such transmittal and also so made arrangements with NTTA either for the transmittal or for the delivery to NTTA of the applicable Video Transaction data in digital form in accordance with the ICD. The applicable amount shall be due and

payable regardless of whether NTTA actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to be remitted to Developer pursuant to this Section 7(b) does not include any Incidental Charges.

(c) If Developer transmits to NTTA's CSC Host on any given day more than two full days of Transactions, NTTA shall be entitled to reasonable extensions of the deadlines for payment set forth in Sections 7(a) and (b) to the extent that NTTA bears the burden of providing evidence reasonably satisfactory to Developer that despite diligent efforts to process the Transactions NTTA was unable to complete processing within the deadlines provided due to the added volume of Transactions transmitted during the day.

(d) If (A) for any reason other than a delay attributable to NTTA (including any delay resulting from NTTA's failure to include in the applicable report referenced in Section 14(a) information concerning the reclassification of any Transponder Transaction) Developer first transmits to NTTA's CSC Host sets of Transaction data more than 30 days after the date the Transactions occurred (or in the case of any Transaction that has been reclassified, more than 30 days after the date on which Developer has been notified of the reclassification), and (B) NTTA bears the burden of providing evidence reasonably satisfactory to Developer that NTTA's rate of collection of the toll charges associated with such set of Transaction data (despite its commercially reasonable efforts to collect) is lower than the rate of collection it would have realized had transmission occurred without such delay, using the same billing, collection and enforcement practices and procedures, then NTTA shall have the right to recover from Developer NTTA's loss of toll charge collections so proven.

(e) NTTA acknowledges that the requirement to make payments to the trustee under the Facility Trust Agreement in accordance with the terms hereof is for the benefit and protection of TxDOT, Developer and Developer's Lenders, and is necessary for Developer to comply with the Agreement and the Facility Trust Agreement. Accordingly, NTTA shall not make any payments directly to Developer, or to any Person other than such trustee, without TxDOT's and Developer's prior written approval.

8. Video Transactions

(a) Developer's obligations regarding transmission of video imagery data to NTTA's CSC Host are as follows:

(i) For Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time of the Transaction is other than "Good", Developer shall transmit to NTTA the Transponder Transaction, video images of license plates and video data as required by the ICD;

(ii) For all other Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time

of the Transaction is "Good" and the User Classification determined by Developer does not match the User Classification associated with the transponder as indicated in the Consolidated Master List at the time of the Transaction, Developer shall transmit to NTTA the Transponder Transaction, video images of license plates and video data as required by the ICD;

(iii) For all Video Transactions where a transponder is recorded but not listed in the Consolidated Master List, Developer shall transmit to NTTA the video images of license plates and video data as required by the ICD, as well as the transponder information;

(iv) For all Video Transactions, in the event a license plate in a Video Transaction is on the Consolidated Master List, the Video Transaction shall be denoted as such in accordance with the ICD, shall state license plate's alpha-numeric or personalized information, and shall include video images of the license plates and video data as required by the ICD; and

(v) For all other Video Transactions, Developer shall transmit to NTTA the video images of license plates and video data as required by the ICD.

(b) For all Video Transactions where license plates match a current customer account record, NTTA shall make an attempt to post the Transaction to the customer account and reclassify the Video Transaction to a Transponder Transaction.

(c) NTTA shall issue a statement to each Video Transaction User (for whom NTTA has necessary registration and mailing address information) and shall provide each such Video Transaction User the opportunity to pay such invoice, in each case consistent with NTTA's practices regarding customers of its own facilities, prior to treating such Video Transaction as a violation or initiating violation processing and procedures against such Video Transaction User. If a Video Transaction User shall fail to pay any such statement within the applicable allotted time period, then NTTA may initiate violation processing and procedures against such Video Transaction User, consistent with NTTA's policies regarding customers of its own facilities.

(d) For the purpose of Section 8(c), "issue" means the billing statement accurately sets forth the toll charges, including the Incidental Charges, and is deposited in the U.S. mail, proper postage prepaid.

(e) The reports provided for in Section 14(a) will include information referencing each Transponder Transaction that has been reclassified to a Video Transaction within one Business Day following such reclassification (and with any such reclassification to be made within 31 days after NTTA's receipt of the applicable Transponder Transaction or such other time period as applies from time to time under the applicable interoperability agreement). Developer agrees to maintain video images

and video data of Transponder Transactions and Video Transactions for at least 30 days following the occurrence thereof.

(f) Following the execution of this Tolling Services Agreement and at least six months before the projected Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), Developer and NTTA shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Video Transactions that may require further review by Developer before acceptance and processing by NTTA. Neither party shall be obligated to accept such additional requirements.

(g) Notwithstanding anything to the contrary set forth in this Tolling Services Agreement, any reference in this Tolling Services Agreement to the delivery of video data or images of license plates shall be deemed to be a reference to an image of either the front or the back license plate as provided in clause (b) of the definition of "Candidate Vehicle" (except that, as provided in such clause (b), the image must be of the front license plate in the case of a vehicle with a trailer).

9. Transponder Transactions

(a) Before Developer transmits a Transaction to NTTA's CSC Host, Developer shall compare the transponder to the most recently updated version of the Consolidated Master List. If the transponder is listed as "Good" in the Consolidated Master List, Developer shall transmit the Transponder Transaction (for this purpose, determined to be a Transponder Transaction without reference to the sufficiency of funds in the applicable customer account) as required by the ICD, but if such Transponder Transaction is determined to be an Unpostable Transponder Transaction, then NTTA shall, for NTTA accounts, request from Developer video images and video data (as required by the ICD and as contemplated herein) within seven days of NTTA's receipt of the applicable Transponder Transaction (but without prejudice to the right of Developer to submit such video images (as required by the ICD and as contemplated herein) at any time following the date on which the reclassification of the applicable Transponder Transaction to an Unpostable Transponder Transaction is included in a report provided for in Section 14(a), as provided in Section 8(e)). If Developer elects not to send such video images and video data within seven days following NTTA's request, and the Transaction is not postable, the Transaction will be adjusted as one not involving a Candidate Vehicle until such time as Developer resubmits the Transaction with the video images and video data.

(b) If a Transponder Issuer (including NTTA) rejects due to insufficient funds NTTA's settlement of a Transaction on the Facility by the Transponder Issuer's customer that was originally characterized as a Transponder Transaction (prior to such determination of insufficient funds), NTTA will

resubmit the Transaction for settlement consistent with NTTA's practices regarding customers of its own facilities prior to mailing a Video Transaction billing statement to the customer on account of the rejected Transaction. NTTA shall advise Developer and request a video image and video data, within seven days of NTTA's receipt of the applicable Transponder Transaction, with respect to any such Transaction that is not settled by the Transponder Issuer within that time frame. For the avoidance of doubt, a Transaction that was originally characterized as a Transponder Transaction is automatically reclassified as a Video Transaction if both (i) the video image is available, and (ii) either (A) the account persists to have insufficient funds to pay the full toll for the Transaction through the Business Day prior to the Business Day on which NTTA would mail a Video Transaction billing statement in accordance with NTTA's practices regarding customers of its own facilities or (B) even though the account has sufficient funds, the Transponder Issuer (other than NTTA) for any reason fails to transmit to NTTA the full toll for the Transaction by the deadline by which it is obligated to do so under its interoperability protocols and agreements with NTTA, and does not cure such failure prior to the Business Day on which NTTA would mail a Video Transaction billing statement in accordance with NTTA's practices regarding customers of its own facilities. If the video image is unavailable and the account so persists to have insufficient funds or the Transponder Issuer so fails to transmit the full toll to NTTA, however, then the Transaction will be adjusted as one not involving a Candidate Vehicle unless and until such time as Developer resubmits the Transaction with video images and video data.

(c) If a vehicle is associated with a transponder issued by NTTA or by another Toll Operator or Transponder Issuer and associated with an account that is not closed at the time of transmission, but it is evident that a Transponder Transaction is not recorded because the transponder is not properly mounted or not properly functioning, NTTA shall use reasonable efforts, in accordance with NTTA's practices regarding customers of its own facilities, to notify the account holder and rectify or cause to be rectified the problem with the transponder.

(d) The Base Transaction Fees and Variable Transaction Fees are inclusive of any transaction fees and charges by other Toll Operators and Transponder Issuers, including TxDOT, in connection with account management and fund transfers for Transponder Transactions on the Facility by their account holders (other than any interoperability fees required to be paid by Developer hereunder) and Developer shall not be responsible for any such additional charges or fees.

(e) Following the execution of this Tolling Services Agreement and at least six months before the projected Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), Developer and NTTA shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Transponder Transactions

that may require further review by Developer before acceptance and processing by NTTA. Neither party shall be obligated to accept such additional requirements.

10. No Duty to Enforce, Collect or Pay

(a) Developer shall be responsible for determining whether a vehicle is a Candidate Vehicle. NTTA shall have no duty to attempt to collect or enforce a toll, or to pay Developer for Transactions, respecting a vehicle traveling on the Facility where the vehicle is not a Candidate Vehicle; provided, however, that if NTTA does collect a toll respecting any such vehicle, it shall pay Developer the toll collected and shall be entitled to NTTA Compensation for such Transaction. Whether NTTA has received an unobstructed readable video image (as defined in the definition of Candidate Vehicle) shall be determined in accordance with Good Industry Practice. NTTA shall provide Developer access to NTTA's standard exception reports indicating Transactions that involve vehicles that are not Candidate Vehicles. If NTTA shall pay Developer a toll for any such Transaction, it shall be entitled to reimbursement or adjustment in respect thereof pursuant to Sections 6(g) and (h), and NTTA shall have no obligation to pursue collection or enforcement of such Transaction.

(b) NTTA shall have no duty to accept for processing transmissions of Transaction data not in the format and having the content required by the Interface Control Document (or by any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)). If NTTA accepts such data for processing, then the matter shall be treated as a Transaction for all purposes under this Tolling Services Agreement, except as provided otherwise in Section 10(a). If NTTA does not accept such data, (i) NTTA shall reject the data in accordance with the ICD, and (ii) NTTA shall not be entitled to process the matter for collection or enforcement unless and until it subsequently accepts transmission of the data.

11. Overcharges; Credits to Account Holders

(a) NTTA shall charge the toll charge indicated by Developer. Developer shall be responsible for determining the applicable toll charge that corresponds to each Transaction based upon User Classification, Developer's applicable toll schedule or dynamic pricing model, and any applicable high occupancy vehicle discount and correctly communicating such information to NTTA. For the avoidance of doubt, if Developer states a toll charge for a Transponder Transaction or a Video Transaction different from the toll charge for the User Classification associated with the applicable customer account, NTTA shall charge the toll charge as indicated by Developer.

(b) Under no circumstances shall NTTA charge any User a toll in addition to or higher than the toll charge transmitted from Developer to NTTA, except that NTTA may charge for the Incidental Charges authorized hereunder.

NTTA shall refund to any User any toll or Incidental Charge NTTA charges in violation of this provision.

(c) If NTTA is or becomes aware that any account or Video Transaction User has been overcharged or incorrectly charged for use of the Facility by reason of inaccurate toll charges transmitted from Developer to NTTA, including but not limited to by reason of incorrect transmission by Developer of dynamic pricing information or failure to properly account for an applicable high occupancy vehicle discount, NTTA shall have the right and the obligation to arrange for a refund to the subject account or Video Transaction User as part of the monthly adjustment provided for in Section 6(h); provided, however, that NTTA shall always be obligated to promptly arrange for such refund if it has received payment of such overcharge from Developer or the trustee under the Facility Trust Agreement, as the case may be, pursuant to the immediately following sentence. Alternately, NTTA shall have the right to invoice Developer or the trustee under the Facility Trust Agreement, in writing or electronically, for the overcharge or incorrect charge, and Developer shall pay, or cause the trustee under the Facility Trust Agreement to pay from the Toll Revenue Account, such invoiced amount within two Business Days after receipt of the invoice, and following receipt of such invoiced amount, NTTA shall promptly refund such amount to the relevant account or Video Transaction User. Notwithstanding the foregoing, however, in connection with each refund or reimbursement, NTTA shall have no obligation to recalculate or adjust its Transaction fees in accordance with Section 6 (i.e. based on the correct toll charges). The determination of whether there has been an overcharge or incorrect charge in connection with a customer dispute shall be made pursuant to written guidelines furnished by Developer, or if Developer does not furnish such guidelines, in accordance with NTTA's practices and procedures utilized with respect to its own facilities.

12. System Technology Interface; Interoperability

(a) Developer at its expense shall design, install, operate and maintain the ETCS and interconnections of the ETCS with NTTA's CSC Host. Such design and installation shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3, as the same may be revised or updated by NTTA from time to time. NTTA shall reasonably cooperate with Developer in fulfilling its obligations under this Section 12(a). In addition, although the provisions of this Tolling Services Agreement shall control over the ICD, NTTA and Developer shall cooperate to review and, as appropriate, make changes to the ICD from time to time to take into account changes in technology and business practices, so long as such changes are compatible with the tolling practices and procedures of NTTA and other Transponder Issuers, as applied in respect of their own facilities. Without limiting the preceding sentence, NTTA and Developer shall cooperate to review and, as appropriate, make changes to the ICD in accordance with the preceding sentence in connection with the activities contemplated by Section 12(c).

(b) NTTA at its expense shall supply, operate and maintain NTTA's CSC Host and facilitate interconnection of the ETCS to NTTA's CSC Host. NTTA's CSC Host shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3, as the same may be revised or updated by NTTA from time to time, including such revisions and updates as may be made pursuant to the cooperation between NTTA and Developer described above in Section 12(a).

(c) NTTA shall diligently cooperate and coordinate with Developer in its efforts to conduct and satisfy all demonstration and performance testing of interconnection and interoperability of the ETCS with the NTTA's CSC Host, in accordance with Developer's testing and commissioning plans. Without limiting the foregoing, NTTA shall cooperate with Developer in preparing and adhering to a reasonable schedule for interconnecting the ETCS with NTTA's CSC Host and for conducting such testing, so that NTTA does not cause delay to Developer's critical path for meeting Completion Deadlines under the Agreement. In addition, NTTA shall conduct testing prior to Substantial Completion for the Facility (or for the Facility Segment that Developer intends to first achieve Substantial Completion, if Developer develops the Facility in Facility Segments), pursuant to a plan and schedule reasonably acceptable to Developer, to demonstrate to Developer the capability of NTTA's information technology and management systems and personnel to effectively receive, track, process and report Transaction data for both Transponder Transactions and Video Transactions. Unless otherwise agreed in writing by NTTA and Developer, NTTA and Developer shall conduct demonstration and performance testing of interconnection and interoperability of the ETCS with NTTA's CSC Host at least 90 days before the projected date of Substantial Completion for the Facility (or for the Facility Segment that Developer intends to first achieve Substantial Completion, if Developer develops the Facility in Facility Segments), with a view to the Parties' identification and correction of any problems no later than 60 days before the date of such Substantial Completion. The Independent Engineer shall observe and advise the Parties in connection with the development of the interconnection schedule and the demonstration and performance testing of interconnection and interoperability of the ETCS with NTTA's CSC Host as contemplated by this Section 12(c), including advising the Parties concerning the resolution of disagreements or problems related to such interconnection and interoperability and certification of operational readiness of the toll system. The Independent Engineer shall provide the same services in connection with the resumption or recovery of tolling services following any major interruption thereof at any time during the Term. In connection with the demonstration and performance testing of interconnection and interoperability of the ETCS with NTTA's CSC Host pursuant to this Section 12(c), NTTA and Developer also shall conduct demonstration and performance testing of such communications protocols and procedures that have been established pursuant to Section 12(k) for the possible transfer of tolling services in respect of the Facility from NTTA to TxDOT or another tolling services provider, and the Independent Engineer shall observe and advise the Parties in connection therewith.

(d) NTTA will consolidate the Transponder Issuers' master lists and updates (such consolidation being the "Consolidated Master List") of all known transponders and their current known status and electronically distribute the consolidated information to Developer. Status designations shall be in accordance with that certain Interface Control Document issued by NTTA and currently entitled "Interop-ICD-02: TVL," Revision 2.04 (September 2007) (or any successor thereto). NTTA will make such electronic distribution of the Consolidated Master List to Developer daily. NTTA represents and warrants to Developer that NTTA shall accurately, in all material respects, consolidate the related Transponder Issuers' master lists and updates, as provided to NTTA by the respective Transponder Issuers, when distributing the Consolidated Master List to Developer hereunder, provided, however, that Developer acknowledges that NTTA can make no (and hereby disclaims any) representation or warranty concerning the accuracy of the information contained in such master lists and updates, which Developer further acknowledges has been obtained and compiled by each applicable Transponder Issuer prior to the transmittal of the same to NTTA.

(e) Developer shall be responsible for transmitting toll rates for each Transaction corresponding to Developer's dynamic pricing model and for identifying all Transactions that qualify for a high occupancy vehicle discount.

(f) So long as this Tolling Services Agreement is in effect, Developer shall deploy toll system technology for the Facility that does not adversely affect reliability of, or ability to meet applicable standards in the Technical Provisions or most recently issued Interface Control Document for, transmission of data to NTTA's CSC Host (provided, however, that if NTTA modifies the requirements of NTTA's systems and such modifications are not attributable to a change required by this Tolling Services Agreement or by a Change Order or Change Directive benefiting the Facility, then NTTA shall reimburse Developer for Developer's reasonable costs of any modifications Developer is required to make to comply with such modified requirements).

(g) NTTA acknowledges and agrees that Developer may create and apply its own business rules for assisting in the proper determination of Transactions by Users and tolls due from Users, so long as the business rules are consistent with the Agreement, Technical Provisions, Facility Management Plan, this Tolling Services Agreement and Good Industry Practice. Developer may implement such business rules through logical routines incorporated into its tolling system. Subject to Section 11(c), NTTA shall accept and process data developed from application of such business rules and transmitted to NTTA's CSC Host. For the avoidance of doubt, unless otherwise agreed in writing by NTTA and Developer, tolling on the Facility shall be conducted on a transaction, rather than a trip, basis, and will involve a single point of payment-, open toll system-type toll collection process (as opposed to a ticket- or trip-based system, where the toll rate is determined by matching or attempting to match transactions occurring at more than one toll location or toll plaza).

(h) So long as this Tolling Services Agreement is in effect, NTTA shall adopt and issue new types or models of transponders in accordance with applicable Texas statewide interoperability requirements. NTTA and Developer acknowledge that the benchmark performance standards for transponders under interoperability requirements in effect as of the date of execution hereof limit the types and models of transponders to those that are ATA (American Trucking Association)-compliant and equal to or better than the performance levels of the transponders listed in Attachment 4 to this Tolling Services Agreement.

(i) NTTA acknowledges that pursuant to a certain Texas statewide interoperability Interlocal Agreement, NTTA and TxDOT have agreed to maintain interoperability with each other regarding the deployment of tolling technology, including transponders. During the term of this Tolling Services Agreement, if NTTA, or any statewide interoperability group of which NTTA is a party or member, desires to initiate or propose any changes in interoperability standards, protocols, rules or procedures, NTTA will use reasonable efforts to notify Developer 90 days in advance of such changes; provided that if NTTA determines that a change is required to be implemented in a shorter time period, NTTA will use reasonable efforts to notify Developer as soon as possible following such determination. Following such notice, NTTA shall consult with Developer in good faith to explain the proposed change and obtain Developer's analysis of the potential impacts on Developer's revenues and expenses, and Developer's alternative approaches, if any. NTTA also will discuss any updates or other information NTTA may have with respect thereto during the NTTA-Developer Regular Meetings. NTTA shall take Developer's analysis and suggested alternatives into consideration and shall attempt in good faith to inform the other members of such statewide interoperability group of Developer's concerns (without any obligation to act as an advocate of any of Developer's positions); but Developer shall have no right to prevent, disapprove or modify any proposed change. During the term of this Tolling Services Agreement, NTTA shall promptly deliver to Developer written notice of any change in interoperability standards, protocols, rules or procedures agreed to with TxDOT.

(j) In the event that Developer shall exercise its step-in rights hereunder (either directly or through its designee), NTTA agrees that any interoperable fees payable to NTTA in respect of each of the first 18 months from and after the date Developer or its designee commences the performance of services pursuant to its exercise of such step-in rights shall not exceed the average monthly NTTA Compensation paid to NTTA hereunder for the six full calendar months prior to the date Developer or its designee so commences the performance of such services. For the avoidance of doubt, the interoperable fees referred to in this Section 12(j) shall be the interoperable fees that may be payable to NTTA pursuant to interoperability agreements to which NTTA is a party or bound or in which NTTA participates at any applicable time or times, separate and apart from this Tolling Services Agreement.

(k) NTTA and Developer shall consult and cooperate with each other to establish, install or lease, and test, prior to the anticipated date of Substantial Completion of the Facility (or of the Facility Segment that Developer intends to first achieve Substantial Completion, if Developer develops the Facility in Facility Segments), commercially reasonable communications protocols and procedures (which may include procurement of a commercially leased communications line (if the replacement provider is to be TxDOT) or development of a secure file transfer protocol (or "ftp") site and secure communications link, secure virtual private network or some combination thereof, or another commercially reasonable alternative based on then-existing technology) that are in accordance with industry standards and practices and standards comparable (taking into account then-existing technology) to those applicable to the interconnection and interoperability of the ETCS with NTTA's CSC Host and that will be ready to be utilized, upon termination of this Tolling Services Agreement or Developer's (or its designee's) exercise of step-in rights hereunder, to directly transmit, to and from TxDOT or another tolling services provider transaction data required under TxDOT's or other tolling service provider's tolling services agreement in respect of the Facility (with a view to permitting such transfer within five or fewer Business Days). If Developer and NTTA are unable to agree in writing upon such communications protocols and procedures by the date that is six months prior to Developer's scheduled date for Substantial Completion of the Facility (or of the Facility Segment that Developer intends to first achieve Substantial Completion, if Developer develops the Facility in Facility Segments), then Developer and NTTA shall jointly consult with the Independent Engineer in good faith, and the Independent Engineer shall assist and advise the Parties, to attempt to resolve any disagreements related thereto. If Developer and NTTA, acting reasonably and in good faith, are unable to resolve any such disagreements within 30 days, then Developer, taking into account the input from NTTA, shall determine such protocols and procedures (which must be commercially reasonable and in accordance with industry standards and practices and standards comparable (taking into account then-existing technology) to those applicable to the interconnection and interoperability of the ETCS with NTTA's CSC Host), set them forth in writing and deliver them to NTTA, and the same shall thereupon become binding on NTTA and Developer, unless and until they otherwise agree in writing. NTTA and Developer shall consult and cooperate with each other upon the reasonable request of the other from time to time during the Term following Substantial Completion of the Facility (or of the Facility Segment that first achieves Substantial Completion, if Developer develops the Facility in Facility Segments) to review such communications protocols and procedures then existing and to determine whether the same should be changed or updated based on then existing technology and industry standards and practices and, if reasonably determined by NTTA and Developer to be appropriate, to so change or update such communications protocols and procedures. Within 30 days of receiving any applicable invoice therefor, NTTA shall pay or reimburse Developer for, the costs and expenses of the establishment, installation or leasing, testing and maintenance of such communications protocols

and procedures, and changes or updates thereto implemented pursuant to the preceding sentence. **WITH RESPECT TO PROTOCOLS AND PROCEDURES DEVELOPED AND IMPLEMENTED IN ACCORDANCE WITH THIS SECTION 12(K), DEVELOPER ASSUMES ALL RISKS ASSOCIATED WITH THE PERFORMANCE OR NON-PERFORMANCE THEREOF AND ANY THIRD PARTY CLAIMS WITH RESPECT THERETO, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASES NTTA FROM, AND AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS NTTA FROM AND AGAINST, ANY AND ALL LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING THEREFROM (INCLUDING LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING FROM NTTA'S SIMPLE NEGLIGENCE), EXCEPT FOR LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING THEREFROM AS A CONSEQUENCE OF NTTA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD RELATING TO THE DEVELOPMENT AND IMPLEMENTATION OF SUCH PROTOCOLS AND PROCEDURES.**

13. Intellectual Property and Licensing; Promotional Plan

(a) If Developer utilizes any tolling system architecture, design, process, method or invention that is protected by Intellectual Property Rights of another Person, then before requiring NTTA to provide any services under this Tolling Services Agreement that utilize any such protected item, Developer shall obtain and provide to NTTA, without cost to NTTA, any licenses that are required in order for NTTA to accept data and transactions derived from the matter so protected and to otherwise perform services using such protected items. Developer shall indemnify, protect, defend and hold harmless NTTA from any loss, cost, liability, obligation or expense arising out of any infringement by NTTA of any such Intellectual Property Rights in the performance of this Tolling Services Agreement (except to the extent that any such loss, cost, liability, obligation or expense relates to a modification to such Intellectual Property Rights made by NTTA without authorization by Developer).

(b) If Developer by Change Order or Change Directive requires NTTA to modify any portion of NTTA's RITE (Regional Integrated Toll Enhancements) System, Developer shall have no right, title, or interest in or to any such modification.

(c) NTTA hereby grants to Developer a fully paid up, non-exclusive, license to use NTTA's name, logos, trademarks and brands during the term of this Tolling Services Agreement in connection with the Facility and Developer's operation thereof, including maintenance of NTTA's name, logos, trademarks and brands on the roadway, on the Facility web site and in Developer's promotional and marketing materials for the Facility; provided that the location, context and appearance of all displays of NTTA's name, logos, trademarks and brands shall be subject to NTTA's prior review and prior written approval. NTTA shall not unreasonably withhold its approval; and NTTA shall be deemed to approve unless it delivers to Developer written objection or disapproval, including the

reasons therefor and any changes needed to obtain approval, within 14 days after NTTA receives written request for approval including the proposed usage. The license granted hereby shall automatically expire upon expiration or earlier termination of this Tolling Services Agreement, unless NTTA otherwise agrees in writing.

(d) At least 120 days prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), Developer and NTTA shall prepare a mutually acceptable plan for identifying, promoting and advertising NTTA's association with the Facility. Such plan shall include a signage and display plan for placing and maintaining on the Facility Right of Way, in accordance with applicable Laws, signs and displays of NTTA's name, logo and brand, as well as other measures for informing the public of NTTA's involvement with the Facility and availability of NTTA transponders for use on the Facility, consistent with NTTA's marketing activities in respect of its own facilities (and a summary of NTTA's marketing and distribution activities in effect on January 15, 2008 is attached hereto as Attachment 13). Developer and NTTA shall update the plan as reasonably required from time to time, and shall diligently implement the plan and updates thereto. Lack of agreement on the plan or updates shall not affect continuance of the license granted under Section 13(c). Unless otherwise mutually agreed in writing, Developer shall bear the cost of obtaining, erecting, maintaining, replacing and removing (unless removal is being effected as a consequence of a default hereunder by NTTA or exercise of Developer's step-in rights hereunder) operational signage and displays required to indicate to Users that NTTA is providing tolling services in respect of the Facility, and NTTA shall bear the cost of obtaining, erecting, maintaining, replacing and removing (unless removal is being effected as a consequence of a default hereunder by Developer) signage and displays advertising and promoting NTTA that are provided for in the approved plan (or otherwise approved in writing by NTTA and Developer). On or prior to expiration or earlier termination of this Tolling Services Agreement, all such signs and displays containing NTTA's name, logos, trademarks and brands shall be removed from the Facility Right of Way, and Developer shall cease use of NTTA's name, logos, trademarks and brands, unless the parties otherwise agree in writing. Developer reserves the right to conduct additional marketing.

(e) The plan for promoting and advertising NTTA's association with the Facility shall be subject to TxDOT's prior written approval for compliance with prohibitions under the Agreement on Developer's naming or branding of the Facility.

(f) Nothing in this Section 13 grants to NTTA any exclusive rights regarding use or display of names, logos, trademarks or brands of Transponder Issuers, or regarding marketing and promotion by Transponder Issuers, in connection with the Facility. NTTA reserves the right to challenge other Transponder Issuers that use logos, trademarks or brands that infringe upon NTTA's rights in its own logos, trademarks or brands.

(g) Subject to Section 13(b), any systems that may be developed on Developer's behalf that do not incorporate any technology owned or licensed by NTTA and that are paid for by Developer shall be Developer's intellectual property, but Developer shall grant NTTA a paid-up, non-exclusive license to use the same during the Term to the extent such systems are required for NTTA's performance of its responsibilities under this Tolling Services Agreement.

14. Reports; Developer Protection of Patron Confidential Information

(a) NTTA shall provide access to reports Developer may utilize to prepare reconciliation reports, in summary or in detail, by reporting period selected by Developer. Such reports to which access is provided by NTTA shall reflect the Transactions as transmitted from Developer to NTTA for the applicable reporting period and shall be adequate for purposes of Developer's reconciliation of Transaction fees and other amounts paid by Developer to NTTA and NTTA to Developer. Such reports shall be broken down to support the reconciliation of the fees paid to NTTA and the tolls paid to Developer. Such reports shall reflect the Transactions received by NTTA, the breakdown of Transponder Transactions, Interoperable Transactions, Transponder Transactions posted to customer accounts, Transponder Transactions and Interoperable Transactions reclassified as Unpostable Transponder Transactions or Video Transactions, Transponder Transaction variances that are unpursuable, Video Transactions, Transactions that cannot be pursued as a result of not involving a Candidate Vehicle and Transaction adjustments. (An example of a report showing Transponder Transactions and Interoperable Transactions reclassified as Video Transactions is attached hereto as Attachment 10.) NTTA shall post Transactions from the Facility in accordance with NTTA's standards and practices for its own facilities, and Developer shall have access to reports reflecting such Transactions upon such posting. Upon the request of either Party, the Independent Engineer may review reconciliation reports and underlying Transaction data and assist and advise the Parties in connection with any disagreement with respect thereto, including any disagreement with respect to verifying reconciliations.

(b) Without prejudice to or limitation on the right of Developer to initially determine (as provided in Section 10(a)) or dispute whether a vehicle is a "Candidate Vehicle" as defined in this Tolling Services Agreement, NTTA shall provide Developer with a summary and detail to support the reported vehicles that have been deemed "Not a Candidate Vehicle".

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

(d) NTTA shall provide Developer with a monthly Delinquent Payment Deduction report for each calendar month not later than 15 days after the end of such month. Such report shall state (A) for each instance in the

applicable calendar month in which a payment due under Section 7 was not timely made, the amount of the delinquent payment, the number of calendar days or partial calendar days from the date the payment was due under Section 7 until the date the payment was made to Developer (or until the end of the calendar month if not yet paid) and (B) NTTA's calculation of the Delinquent Payment Deduction, if any, for that calendar month.

(e) NTTA shall provide Developer with a monthly Non-Compliance Deduction report for each calendar month not later than 15 days after the end of such month. Such report shall state (A) a comparison of actual performance during such calendar month to each of the Performance Standards, (B) NTTA's calculation of the Non-Compliance Points, if any, for such calendar month and (C) NTTA's calculation of the Non-Compliance Deduction, if any, for that calendar month.

(f) NTTA also will prepare and provide to Developer any other specific report that is required to be delivered by Developer under the Agreement in respect of the tolling services operation of the Facility (provided that such report relates to the general scope of the services provided by NTTA hereunder).

(g) NTTA shall make available its reports to Developer in a format reasonably approved in writing by Developer. In no event shall Developer have the right to require report formatting that NTTA's system is not capable of generating. Not later than nine months before the scheduled Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), NTTA shall deliver to Developer sample report formats including fictitious data sets. Developer shall deliver its comments on such sample report formats to NTTA within not more than 60 days thereafter.

(h) NTTA also shall deliver to Developer such other information as Developer may reasonably request to evaluate NTTA's compliance with this Tolling Services Agreement.

(i) Developer shall make available to NTTA, no later than the 15th day of each calendar month, a record of Exempt Vehicle, non-billable transactions for the preceding calendar month.

(j) Developer also shall deliver to NTTA such information as NTTA may reasonably request to evaluate Developer's compliance with this Tolling Services Agreement, including but not limited to, such information as NTTA may reasonably request from time to time concerning the compliance of the in-lane ETCS equipment utilized for the Facility with the requirements of the Agreement. NTTA shall maintain the confidentiality of such information.

(k) Developer shall maintain any and all information relating to NTTA account holders that may be reported under this Section 14 as confidential

information and in compliance with applicable Laws on notice of privacy practices.

(i) Developer acknowledges that Patron Confidential Information may consist of or include information that identifies or concerns an individual who is an NTTA patron.

(ii) Developer shall comply with all applicable Laws, Technical Provisions and NTTA interoperability and compatibility standards (including, but not limited to, Statewide Confidentiality Protocols), NTTA privacy policies, requirements and protocols limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Patron Confidential Information.

(iii) Developer's obligations relating to Patron Confidential Information shall survive expiration or termination of this Tolling Services Agreement.

(iv) NTTA shall have the right to monitor and review Developer's systems, practices and procedures concerning Patron Confidential Information regarding NTTA account holders.

15. Records and Audit Rights

(a) NTTA shall maintain, in accordance with Good Industry Practice, accurate and complete books and records, including electronic data, of or relating to (i) all Transponder Transactions and Video Transactions received via the NTTA's CSC Host, (ii) all actions and dispositions by NTTA with respect to each Transponder Transaction and Video Transaction received via the NTTA's CSC Host, (iii) all data, information and calculations relevant to NTTA Compensation and other fees and charges that NTTA charges to Developer, itemized by each Transponder Transaction and Video Transaction, and itemized by type, date and amount, (iv) all User violations by User, date and amount, (v) all Incidental Charges directly relating to Facility usage, itemized by User, type, date and amount, (vi) NTTA's performance of this Tolling Services Agreement, including books and records relating to compliance or lack of compliance with Performance Standards (including information concerning assignment of Non-Compliance Points) and other obligations of NTTA under this Tolling Services Agreement, and (vii) all correspondence and other written or electronic communications with Developer relating to this Tolling Services Agreement. NTTA shall notify Developer where such records and documents are kept.

(b) NTTA shall make all its books and records described in Section 15(a) available for audit and inspection by Developer, TxDOT and the Independent Engineer and/or their respective Authorized Representatives or designees, at the location where such books and records are customarily maintained, at all times during normal business hours, without charge. NTTA shall provide to Developer, TxDOT and the Independent

Engineer and their designees copies thereof upon request and at no expense to NTTA. Developer, TxDOT and/or the Independent Engineer may conduct any such inspection upon two Business Days' prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud by NTTA in connection with performance of this Tolling Services Agreement. The right of inspection includes the right to make extracts and take notes, which will be subject to the confidentiality provisions of this Tolling Services Agreement. Without limiting the foregoing, NTTA shall afford Developer and its Authorized Representative, TxDOT and its Authorized Representative and the Independent Engineer, and their designees, access during normal business hours to NTTA's customer service center and other NTTA offices and operations buildings for the purpose of carrying out their oversight and audit functions.

(c) The rights of Developer, TxDOT and the Independent Engineer to audit and inspect under this Tolling Services Agreement shall include the right to monitor, audit and investigate NTTA's books and records related to its services hereunder and to monitor and review NTTA's systems, practices and procedures concerning Patron Confidential Information obtained and held in connection with this Tolling Services Agreement. Without limiting the foregoing, Developer and the Independent Engineer may exercise such audit and inspection rights to determine the accuracy of the reports provided by NTTA pursuant to Section 14(d) and (e) and any Delinquent Payment Deduction, Non-Compliance Deduction or Non-Compliance Points stated therein or made or calculated pursuant thereto.

(d) NTTA shall retain the books and records described in Section 15(a) for a minimum of five years after the date the record or document is generated. Notwithstanding the foregoing, (i) all records which relate to claims and disputes between NTTA and Developer shall be retained and made available until any later date that such claims or disputes and actions are finally resolved, and (ii) the time period for retention of Patron Confidential Information shall be as set forth in Section 8.8.3 of the Agreement.

16. Performance Security

(a) Not later than six months prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) and as a condition to the right to receive compensation for services hereunder, (i) NTTA shall establish a master cash collateral trust account (the "Master Cash Collateral Trust Account"), on commercially reasonable terms for similar accounts, with a trustee (which shall be a Qualified Financial Institution) (the "Collateral Account Trustee") and shall cause $25,598,767 to be funded in cash therein pursuant to certain agreements between NTTA and TxDOT; and (ii) NTTA shall cause the Collateral Account Trustee to establish a separate sub-account, for the sole benefit of Developer, Developer's designee and/or Developer's Lenders (the "Facility Cash Collateral Sub-Account"), and to deposit and hold in the Facility Cash Collateral Sub-Account, from funds in the Master Cash

Collateral Trust Account, an amount equal to the lesser of (x) the amount determined by applying the methodology set forth in Attachment 5, as such methodology is applied in respect of the Service Year that, under Developer's Base Case Financial Model, is projected to have the highest annual revenues during the Term, or (y) $8,600,000 plus interest on such $8,600,000 at the rate of two percent (2%) per annum, compounded annually, accruing from January 1, 2009 until the date of actual funding in the Facility Cash Collateral Sub-Account. If NTTA shall fail to provide performance security as required by clause (ii) of the preceding sentence, such failure shall constitute a "Step-In Trigger Default." The methodology to be used pursuant to clause (ii) (x) of the second preceding sentence includes the determination of a net present value amount, determined as of the date funding is required and utilizing a discount rate of 2% per annum. Developer agrees that its projection of revenues for the Service Year utilized in such determination shall be determined in good faith and consistent with the methodology used to project revenues in its Base Case Financial Model for all other Service Years during the Term. Such amount so deposited in the Facility Cash Collateral Sub-Account, and any additional amounts and earnings added thereto pursuant to the terms of this Section 16, shall be held by the Collateral Account Trustee, free and clear of any liens, security interests or claims by NTTA or any other Person, other than claims for withdrawals by Developer, Developer's Lenders or Developer's designee hereunder, and, subject to the provisions of this Section 16, shall be available for withdrawal by Developer, Developer's Lenders or Developer's designee for Developer's or such Lenders' or designee's use and application (free and clear of any liens, security interests, or claims by NTTA or any other Person) in accordance with, and for the purposes of paying the amounts described in, Section 16(d). Notwithstanding the foregoing, however, (i) amounts deposited in the Facility Cash Collateral Sub-Account pursuant to Section 6(i) and earnings on such amounts shall be subject to payment to NTTA to the extent so determined pursuant to Section 6(i), and (ii) NTTA may require that certain amounts be transferred from the Facility Cash Collateral Sub-Account to the Master Cash Collateral Trust Account from time to time in accordance with Section 16(c). Developer acknowledges and agrees that amounts on deposit in the Master Cash Collateral Trust Account and/or in any other sub-accounts thereunder (other than amounts on deposit at any time in the Facility Cash Collateral Sub-Account) shall not be available for payment to or withdrawal by Developer and may at any time be deposited or reserved (whether in other sub-accounts or otherwise) and/or paid or made available for payment to or withdrawal by other Persons, including, but not limited to, developers under other tolling services agreements to which NTTA is a party. Developer shall be entitled to grant to its Lenders, as security for Facility Debt, a security interest in its rights to withdraw funds from the Facility Cash Collateral Sub-Account pursuant to this Section 16. NTTA shall have no obligation to fund or cause to be deposited in the Facility Cash Collateral Sub-Account any amounts over and above the amount determined pursuant to the first sentence of this Section 16(a), additional amounts and earnings to be deposited therein pursuant to Section 16(b)

and (c) and additional amounts to be furnished and deposited in connection with NTTA's replenishment obligations under Section 16(g).

(b) The amount required to be on deposit in the Facility Cash Collateral Sub-Account shall be subject to adjustment on each Required Performance Security Adjustment Date. NTTA shall cause to be on deposit in the Facility Cash Collateral Sub-Account an amount at least equal to the applicable Required Performance Security Amount on each applicable Required Performance Security Adjustment Date; provided, however, that the amount required to be on deposit in the Facility Cash Collateral Sub-Account on any Required Performance Security Adjustment Date may be less than the applicable Required Performance Security Amount if the deficiency is due to a withdrawal or withdrawals from the Facility Cash Collateral Sub-Account pursuant to Section 16(d) and the deadline for NTTA's replenishment of such withdrawal has not yet occurred, but any such deficiency must be restored as contemplated by, and within the period stated in, Section 16(g). In determining whether the amount on deposit in the Facility Cash Collateral Sub-Account is at least equal to the Required Performance Security Amount, there shall be excluded from such determination any amounts on deposit therein pursuant to Section 6(i) and any earnings on any such amounts deposited therein pursuant to Section 6(i). If NTTA shall fail to comply with its obligation pursuant to the second sentence of this Section 16(b) and such failure shall continue for two Business Days on which the Collateral Account Trustee is open for business following the applicable Required Performance Security Adjustment Date, such failure shall constitute a "Step-In Trigger Default."

(c) Amounts held in the Facility Cash Collateral Sub-Account may be invested only in Eligible Investments. NTTA and Developer acknowledge that TxDOT shall make decisions on investments in Eligible Investments. Earnings on amounts held in the Facility Cash Collateral Sub-Account shall be deposited from time to time in the Facility Cash Collateral Sub-Account. Within two Business Days following each Monthly Valuation Date (subject to extension of such deadline to the next Business Day thereafter on which the Collateral Account Trustee is open for business, if the Collateral Account Trustee is not open for business on both such Business Days), the Collateral Account Trustee shall determine, and shall notify NTTA and Developer of, the value, as of the applicable Monthly Valuation Date, of amounts on deposit in the Facility Cash Collateral Sub-Account on such Monthly Valuation Date. Such notice from the Collateral Account Trustee also shall state the Required Performance Security Amount for the period in which the applicable Monthly Valuation Date occurs (as such period is determined pursuant to the definition of the "Required Performance Security Amount") and the amount by which the value of such amounts on deposit in the Facility Cash Collateral Sub-Account as of the applicable Monthly Valuation Date either exceeds or is less than such Required Performance Security Amount for the relevant period, as the case may be. If the value of such amounts on deposit in the Facility Cash Collateral Sub-Account is less than the applicable Required Performance Security Amount, NTTA shall cause to be funded into the Facility Cash Collateral Sub-Account from the Master Cash

Collateral Trust Account or other sources, within two Business Days after receipt of such notice from the Collateral Account Trustee (subject to extension of such deadline to the next Business Day thereafter on which the Collateral Account Trustee is open for business, if the Collateral Account Trustee is not open for business on both such Business Days), an amount that is sufficient to restore in full the amount of such deficiency, and if NTTA shall fail to cause such amount to be so funded by such deadline, then such failure shall constitute a "Step-In Trigger Default"; provided, however, that the amount required to be on deposit in the Facility Cash Collateral Sub-Account on any Monthly Valuation Date may be less than the applicable Required Performance Security Amount if the deficiency is due to a withdrawal or withdrawals from the Facility Cash Collateral Sub-Account pursuant to Section 16(d) and the deadline for NTTA's replenishment of such withdrawal has not yet occurred, but any such deficiency must be restored as contemplated by, and within the period stated in, Section 16(g). If the value of amounts on deposit in the Facility Cash Collateral Sub-Account as of the applicable Monthly Valuation Date exceeds the Required Performance Security Amount for such Monthly Valuation Date, then NTTA may at its election, by written notice to the Collateral Account Trustee given within ten days following NTTA's receipt of such notice from the Collateral Account Trustee, require the Collateral Account Trustee to transfer such excess from the Facility Cash Collateral Sub-Account to the Master Cash Collateral Trust Account; provided, however, that for purposes of determining any excess amounts eligible for transfer from the Facility Cash Collateral Sub-Account to the Master Cash Collateral Trust Account (but not for purposes of determining any deficiency that NTTA is required to restore) on each of the two Monthly Valuation Dates immediately preceding a Required Performance Security Adjustment Date, only the amount, if any, by which the value of amounts on deposit in the Facility Cash Collateral Sub-Account as of the applicable Monthly Valuation Date exceeds the amount of the Required Performance Security Amount, as the same is to be adjusted on the immediately succeeding Required Performance Security Adjustment Date, shall be eligible for transfer. (For example, assuming (1) the value of amounts on deposit in the Facility Cash Collateral Sub-Account is $9,700,000 on each of the three Monthly Valuation Dates immediately prior to a Required Performance Security Adjustment Date, (2) the Required Performance Security Amount for the current 12-month period ending on the day before such immediately succeeding Required Performance Security Adjustment Date is $9,400,000 and (3) the Required Performance Security Amount that will be required as of such immediately succeeding Required Performance Security Adjustment Date will be $9,588,000, then the amount eligible for transfer on such three Monthly Valuation Dates, would be $300,000 for the Monthly Valuation Date in the third month prior to the Required Performance Security Adjustment Date, $112,000 for the Monthly Valuation Date in the second month prior to the Required Performance Security Adjustment Date and $112,000 for the Monthly Valuation Date in the last month prior to the Required Performance Security Adjustment Date.) Upon its receipt of any notice from NTTA requiring the transfer of an applicable excess amount, the Collateral Account Trustee shall so

transfer the applicable amount to the Master Cash Collateral Trust Account, and such amount thereupon may be used for other purposes (unrelated to this Tolling Services Agreement or the Facility). For purposes of determining the value of amounts required to be on deposit in the Facility Cash Collateral Sub-Account as of any applicable Monthly Valuation Date, the Collateral Account Trustee shall exclude from such calculation any amounts deposited therein pursuant to Section 6(i) and earnings on such amounts deposited pursuant to Section 6(i). The agreement with the Collateral Account Trustee shall require it to make such determination of value in a commercially reasonable manner and in accordance with generally accepted accounting principles consistently applied. Such determination of value by the Collateral Account Trustee shall be final and binding on the Parties, absent manifest error. For the avoidance of doubt, the decline at any time or from time to time in the value of the amounts on deposit in the Facility Cash Collateral Sub-Account to an amount that is less than the applicable Required Performance Security Amount due to a decline in value of the Eligible Investments (as distinguished from a failure by NTTA to cause to be on deposit in the Facility Cash Collateral Sub-Account additional amounts to satisfy such a deficiency in connection with a Required Performance Security Adjustment Date or Monthly Valuation Date adjustment in accordance with Section 16(b) or this Section 16(c)) shall not constitute a "Step-In Trigger Default" or other default under this Tolling Services Agreement.

(d) Developer shall have the right to withdraw funds from the Facility Cash Collateral Sub-Account on any Business Day on which the Collateral Account Trustee is open for business after not less than three Business Days' prior written notice to NTTA and the Collateral Account Trustee if NTTA has failed to make any payment required to be made by NTTA under this Tolling Services Agreement, including the payment obligations under Section 7, any adjustment payment obligation of NTTA under Section 6(h), the obligation to refund to Developer any excessive billing of fees and charges, and obligations to pay interest and other damages (including any damages owing by NTTA in connection with any exercise by Developer of its step-in rights pursuant to Section 19(d) hereof, including damages relating to (i) any Toll Revenues lost during the period of transition of services from NTTA to the replacement tolling services provider assuming the responsibility for the performance of such services pursuant to Developer's exercise of such step-in rights and (ii) subject to Section 19(d)(iv) hereof, the costs and expenses of the transition of such services from NTTA to the replacement tolling services provider). Notwithstanding the foregoing, if NTTA shall have deposited amounts into the Facility Cash Collateral Sub-Account pursuant to Section 6(i) in connection with a dispute concerning any amount owing or alleged to be owing by NTTA to Developer pursuant to Section 6(h), then (x) Developer's right to make any withdrawal from the Facility Cash Collateral Sub-Account for payment of the disputed amount shall be subject to the determination of the amount, if any, payable to Developer as contemplated by Section 6(i) or such earlier time, if any, as Developer shall be entitled to withdraw such amount pursuant to the last sentence of

Section 6(i)(ii) and (y) in connection with such a withdrawal following such determination, Developer shall be deemed to have first withdrawn amounts deposited by NTTA pursuant to Section 6(i) and any earnings thereon and then (to the extent, if any, that such amounts are insufficient to pay in full the amount owing by NTTA) to have withdrawn other amounts on deposit in the Facility Cash Collateral Sub-Account. Developer's right to withdraw funds from the Facility Cash Collateral Sub-Account shall not be conditioned on prior resort to any other security or to NTTA. If, at the time Developer or its designee attempts to withdraw funds from the Facility Cash Collateral Sub-Account, there are not adequate funds therein to pay in full the amounts then due and payable to Developer in respect of which such claim is made, then such inadequacy shall constitute a "Step-In Trigger Default."

(e) In connection with any withdrawal from the Facility Cash Collateral Sub-Account by Developer pursuant to Section 16(d), Developer shall include in the written notice required under Section 16(d) a statement and description of the amount claimed. Developer shall have the right and obligation to use and apply the proceeds of each such withdrawal toward satisfaction of the amounts described in Section 16(d) for which such withdrawal was made, and upon receipt of each withdrawal, the amounts owing from NTTA to Developer in respect of which such withdrawal has been made shall be deemed to have been paid in full (to the extent that the amounts withdrawn are sufficient to pay in full such amounts owing from NTTA to Developer); provided, however, that if Developer shall for any reason be required to refund all or any portion of a withdrawal (other than amounts determined to exceed the related obligations owing by NTTA to Developer), then the related obligation (or the portion thereof previously paid for which such refund may subsequently be required) shall be deemed unpaid and owing from and after the date of such refund unless and until paid in full, whether by payment by NTTA or a subsequent withdrawal by Developer from the Facility Cash Collateral Sub-Account. If Developer shall receive proceeds of such a withdrawal in excess of the relevant obligations or liabilities (including, without limitation, any amount subsequently determined to be an excess amount due to recovery of Toll Revenues previously thought to be lost or recovery from other sources of any costs or expenses of the transition of tolling services from NTTA to the replacement tolling services provider), Developer shall promptly refund the excess to the Collateral Account Trustee, together with any interest thereon that may be owing pursuant to Section 16(i), with the amount of such refund to be deposited in the Facility Cash Collateral Sub-Account, except to the extent that (i) NTTA already has provided funds to the Collateral Account Trustee to be deposited in and replenish the Facility Cash Collateral Sub-Account for such excess amount or (ii) such excess is attributable to a deposit made by NTTA pursuant to Section 6(i) that exceeded the related obligation that was determined to be payable by NTTA pursuant to Section 6(i), in which case the Collateral Account Trustee shall refund to NTTA the excess amount (to the extent of the amount of funds so provided by NTTA, together with any interest thereon that may be owing pursuant to Section 16(i)).

(f) NTTA acknowledges that the improper presentment of a notice and claim for a withdrawal from the Facility Cash Collateral Sub-Account could not under any circumstances cause NTTA injury that could not be remedied by an award of money damages, and that the recovery of money damages would be an adequate remedy, provided, however, that NTTA acknowledges and agrees that any notice, claim and withdrawal that are properly given and made hereunder shall not entitle NTTA to any claim whatsoever, except for any claims to refunds in accordance with the terms hereof. Accordingly, NTTA covenants (i) not to request or instruct the Collateral Account Trustee to refrain from permitting Developer or Developer's designee to withdraw funds from the Facility Cash Collateral Sub-Account in accordance with the terms of this Section 16, (ii) to include terms in the instrument creating and governing the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account authorizing the Collateral Account Trustee to permit Developer to withdraw funds therefrom in accordance with the terms of this Section 16, notwithstanding any objection thereto by NTTA, and (iii) not to commence or pursue any legal proceeding seeking, and NTTA irrevocably waives and relinquishes any right, to enjoin, restrain, prevent, stop or delay any withdrawal from the Facility Cash Collateral Sub-Account. Any breach by NTTA of clause (i) or (iii) of the preceding sentence shall constitute a "Step-In Trigger Default."

(g) If Developer or its designee withdraws any amount from the Facility Cash Collateral Sub-Account after giving the prior written notice required pursuant to Section 16(d), then, not later than five Business Days after such withdrawal is made (provided that such fifth Business Day is a Business Day on which the Collateral Account Trustee is open for business, and if it is not, then such deadline shall be extended to the next succeeding Business Day on which the Collateral Account Trustee is open for business), NTTA shall provide to the Collateral Account Trustee, in cash, and direct the Collateral Account Trustee to immediately deposit into the Facility Cash Collateral Sub-Account, an amount sufficient to restore the balance on deposit in the Facility Cash Collateral Sub-Account to the balance thereof immediately prior to such withdrawal by Developer or its designee. Notwithstanding the foregoing, NTTA shall not be required to replenish the Facility Cash Collateral Sub-Account for amounts withdrawn by Developer in respect of an obligation determined to be payable pursuant to Section 6(i) (including any late charges and interest) to the extent that the amount withdrawn did not exceed amounts deposited by NTTA in respect of such obligation, plus interest and earnings accrued on such deposit. If NTTA shall fail to provide to the Collateral Account Trustee, in cash, and direct the Collateral Account Trustee to immediately deposit into the Facility Cash Collateral Sub-Account, the replenishment amount required by this Section 16(g) within the required period of time, such failure shall constitute a "Step-In Trigger Default."

(h) The cost of the establishment, maintenance and administration of the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account shall be reimbursed to NTTA by Developer within 30 days

following NTTA's delivery to Developer of an invoice, together with reasonable supporting information, for such cost; provided, if at any applicable time the Master Cash Collateral Trust Account is maintained for the benefit of not only Developer hereunder but also any other Person or Persons (other than NTTA or TxDOT), including one or more additional developers under other tolling services agreements to which NTTA is a party from time to time, then NTTA shall allocate such costs among Developer and such other Person or Persons on a prorata basis, determined based on the relative amounts maintained on deposit for the benefit of Developer and such other Person or Persons. NTTA shall pay, however, all charges imposed in connection with Developer's, Developer's Lenders or Developer's designee's proper presentment of notices and claims for withdrawals from the Facility Cash Collateral Sub-Account and replenishments of the Facility Cash Collateral Sub-Account in accordance with Section 16(g) following any such withdrawal therefrom.

(i) In the event any dispute should arise between the Parties concerning a withdrawal from the Facility Cash Collateral Sub-Account and it shall be determined pursuant to Section 20 both that (i) Developer shall have withdrawn an amount or amounts therefrom in excess of the amounts it was entitled to receive hereunder and (ii) Developer shall have withdrawn such amounts other than in good faith, then Developer shall promptly refund such excess to the Collateral Account Trustee, together with interest thereon from the date of the applicable withdrawal(s) to the date of repayment at a floating rate equal to the LIBOR in effect from time to time, plus 400 basis points. The provisions hereof concerning establishment of the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account and the ability of Developer to obtain withdrawals from the Facility Cash Collateral Sub-Account shall not constitute a waiver by NTTA of any right to dispute the amount or amounts of funds obtained by Developer or Developer's designee (however, such right to dispute any such withdrawal by Developer or Developer's designee shall not in any event be a condition to such withdrawal or preclude such withdrawal).

(j) NTTA at any time or from time to time during the Term may propose to provide substitute performance security hereunder in lieu of the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account provided for herein. Such substitute performance security may be in the form of a letter of credit, other cash collateral or other form of performance security and may be provided by NTTA or on behalf of NTTA by another party or organization or combination of parties. Substitute performance security proposed pursuant to this Section 16(j) may include, without limitation, performance security provided by the State of Texas or any agency or political subdivision thereof, or any other public mobility organization located in, or with responsibility for, the area in which the Facility is located (including, without limitation, the North Central Texas Council of Governments). Any such substitute performance security provided pursuant to this Section 16(j), and the provider thereof, shall be subject to (i) the prior written approval of

Developer in its sole and absolute discretion and (ii) the prior written approval of TxDOT, as provided in the Agreement. The cost of any such substitute performance security provided in lieu of the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account shall be reimbursed to the provider thereof by Developer within 30 days following NTTA's or such other provider's delivery to Developer of an invoice, together with reasonable supporting information, for such cost, and, if such cost is so reimbursed, NTTA shall not include any cost in respect thereof in the calculation or charge of the NTTA Compensation payable hereunder; provided, however, that the substitute performance security provider shall have the option (in its sole and absolute discretion and without any obligation to do so) to provide such substitute performance security at such provider's own cost and expense. Any provider of substitute performance security as contemplated by this Section 16(j) is an intended beneficiary of the provisions of this Section 16(j).

(k) The terms of the instrument creating and governing the Master Cash Collateral Trust Account and the Facility Cash Collateral Sub-Account shall be subject to Developer's reasonable prior written approval for the sole purposes of (i) confirming that the terms thereof are consistent with the terms of this Section 16 and (ii) confirming Developer's status as an intended third party beneficiary thereof to the extent of Developers' rights and the Collateral Account Trustee's and NTTA's respective obligations stated therein regarding the Facility Cash Collateral Sub-Account.

17. Change Orders and Change Directives

(a) General

(i) Developer and NTTA may (but shall not be obligated to) agree on Change Orders at any time and without limitation as to the subject matter thereof; provided, however, that to the extent, if any, that the consent of TxDOT is required under the Agreement for any such Change Order, it shall be the responsibility of Developer to obtain such consent, and NTTA shall have no duty or responsibility to determine whether any such consent is required or has been duly obtained (NTTA being entitled to rely on any statement or representation from Developer in respect thereof).

(ii) The following may be adjusted by Change Orders or Change Directives: provisions for additional or supplemental services from NTTA that (A) are generally within the scope of the back office services set forth in this Tolling Services Agreement, (B) are consistent with applicable Law and (C) do not adversely affect NTTA's ability to maintain its performance in accordance with the Performance Standards, including additional or supplemental services to assist Developer in implementing its ideas, programs and packages for marketing, promotion and enhanced customer service.

(iii) The following may be adjusted by Change Order or Change Directive: terms and provisions of this Tolling Services Agreement (A) as necessary for Developer to implement Change Orders and Directive Letters under the Agreement that relate to or affect the pre-existing terms of this Tolling Services Agreement, including changes in User Classification, provided the adjustment is consistent with applicable Law; and (B) as necessary to comply with applicable Law.

(iv) Where the provisions above expressly permit Developer to issue a Change Directive, Developer may issue it whenever the Parties are unable to agree as to the adjustment to any portion of the compensation for NTTA or to Performance Standards after having attempted in good faith for a period not exceeding ten Business Days to agree on such matters (which period may be extended, however, for an additional ten Business Days if either Party elects to have the proposed Change Directive evaluated by the Independent Engineer pursuant to Section 17(f)). All Change Directives shall provide a written detailed description of the changes, and the proposed basis for adjustments in compensation and Performance Standards (if any). NTTA shall proceed immediately with the Change Directive, and the Parties shall then negotiate a Change Order expeditiously and in good faith. If the Parties are unable to reach agreement upon the Change Order, NTTA may assert a claim or cause of action to resolve such dispute under Section 20.

(v) Except as expressly provided above or otherwise mutually agreed in writing by the Parties, no provisions of this Tolling Services Agreement may be modified or amended by Change Order or Change Directive.

(b) Effectiveness of Change Orders.

Change Orders shall only be effective upon execution in writing by both Parties. The foregoing shall not preclude Developer or NTTA from granting written waivers, in general or in specific instances, of provisions of this Tolling Services Agreement or related Performance Standards.

(c) Developer-Initiated Change Orders.

(i) Developer Change Order Notice. If Developer wishes to make a change pursuant to Section 17(a) or to evaluate whether to make any such change, other than due to a Change Directive, Developer shall deliver to NTTA a written notice of the proposed change.

(ii) Evaluation of Proposed Change Order. Within 30 days after receipt of such notice, or longer or shorter period as the Parties may mutually agree depending upon the complexity of the proposed change, NTTA shall deliver to Developer a written

evaluation of the proposed change, together with NTTA's analysis and supporting documentation supporting estimated adjustments to any applicable element of compensation or any applicable Performance Standard required as a result of such proposed change.

(iii) Developer Determination. Within 30 days after receipt of NTTA's evaluation, Developer shall provide written notice of Developer's intent to proceed or not to proceed with the change. If Developer elects to proceed with the change and accepts NTTA's evaluation, Developer shall prepare a Change Order for execution. If Developer elects to proceed with the Change Order but does not accept the evaluation in total, Developer shall negotiate a mutually acceptable Change Order with NTTA or issue a Change Directive where permitted under Section 17(a).

(d) Change Order Pricing.

(i) Modifications or adjustments of NTTA's compensation under this Tolling Services Agreement as a consequence of a Change Order or Change Directive shall be based upon the increase or decrease in (A) where applicable, NTTA's marginal costs directly attributable to the change and a reasonable rate of return commensurate with the risks undertaken by NTTA under the terms of this Tolling Services Agreement respecting the affected services and under the method of pricing such services, and (B) where marginal costs are not applicable because the change requires additional or supplemental services beyond those NTTA is already providing generally for itself, its road system, its customers, Developer and other developers, or because the change reduces services originally priced other than on a marginal cost basis, then NTTA's reasonable costs directly attributable to the change and a reasonable rate of return commensurate with the foregoing risks.

(ii) Modifications or adjustments (whether an increase or decrease) of NTTA's compensation shall be determined in the order of preference set forth below:

(A) Adjustments to rates using the pricing structure and methodology set forth in Section 6;

(B) If there is no agreement to rate adjustments or the Parties mutually agree that the adjustment is best done with unit prices, then an adjustment shall be negotiated using the unit prices agreed upon;

(C) If there is no agreement to unit pricing or the Parties mutually agree that the adjustment is best done with lump sum pricing, then an adjustment shall be negotiated using a lump sum; or

(D) If the Parties cannot reach agreement using the above methods and Developer has the right to, and does, issue a Change Directive to perform the changed services, NTTA shall promptly proceed with the changed services, and the adjustment shall be determined on a time and materials basis applying marginal costs or cost savings, or the actual, reasonable direct costs or savings, as applicable, for the services attributed to the Change Directive, plus or minus an amount reflecting a reasonable rate of return commensurate with the risks described in Section 17(d)(i). In such case, (I) payments shall be due monthly within 30 days after NTTA delivers to Developer written invoices and back-up documentation reasonably required by Developer, and (II) NTTA shall keep and present, in such form as Developer may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to audit by Developer in accordance with the provisions of Section 15.

(e) Impact to Performance Standards and Measures.

(i) If as a result of a Change Order or Change Directive, it is determined that such change will or does materially impair NTTA's ability to meet the Performance Standards, then Developer and NTTA will negotiate as part of the Change Order (or, in the case of a Change Directive, NTTA shall be entitled to) an appropriate adjustment to the affected Performance Standards. The adjustment shall be limited to the minimum extent reasonably necessary under the circumstances.

(ii) If it is possible to avoid an adjustment to Performance Standards through a Change Order adjusting price (or through a price adjustment in connection with a Change Directive) but Developer prefers not to incur the price adjustment, then NTTA shall cooperate with and assist Developer with analyzing trade-offs between price and Performance Standards to give Developer a range of choices on how to proceed with the Change Order or Change Directive.

(iii) If it is not possible to adjust a Performance Standard in a manner that enables Developer to remain in compliance with its obligations under the Agreement, then Developer either may (A) incur the price adjustment to the extent needed to preserve the Performance Standard and remain in compliance with the Agreement or (B) modify or withdraw the Change Order or Change Directive.

(f) Involvement of Independent Engineer

Upon the request of either Party, the Independent Engineer shall evaluate any Change Order contemplated or proposed by either Party or any

Change Directive contemplated or proposed by Developer and simultaneously report to the Parties concerning the advisability thereof and the anticipated effect (economic and otherwise) of the same on this Tolling Services Agreement, the services provided hereunder and the operation of the Facility. If so requested by either Party, the Independent Engineer also shall participate in, and facilitate, discussions between the Parties concerning any Change Order contemplated or proposed by either Party or any Change Directive contemplated or proposed by Developer.

(g) Open Book Basis

All negotiations of Change Orders shall be conducted on an Open Book Basis. Except as required to be disclosed by judicial order or applicable Law, both Parties shall maintain the confidentiality of confidential records obtained or reviewed on an Open Book Basis in connection with such negotiations.

18. Representations and Warranties; Covenant Regarding Developer Existence and Good Standing

(a) NTTA represents and warrants to Developer that, as of the Effective Date:

(i) NTTA is duly organized and validly existing under the laws of the state of Texas and has full power, right and authority to execute, deliver and perform this Tolling Services Agreement and each and all of the obligations of NTTA provided for herein.

(ii) NTTA is a governmental entity and as such has no issued or outstanding capital stock (including options, warrants and other rights to acquire capital stock).

(iii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary action of NTTA; each person executing this Tolling Services Agreement on behalf of NTTA has been duly authorized to execute and deliver it on behalf of NTTA; and this Tolling Services Agreement has been duly executed and delivered by NTTA.

(iv) Neither the execution and delivery by NTTA of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments or governing statutes of NTTA, any approvals or laws applicable to NTTA or any other material agreement to which NTTA is a party.

(v) This Tolling Services Agreement constitutes the legal, valid and binding obligation of NTTA, enforceable against NTTA in accordance with its terms, subject only to applicable bankruptcy,

insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.

(vi) There is no action, suit, proceeding, investigation or litigation pending and served on NTTA which challenges NTTA's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the NTTA official executing this Tolling Services Agreement; and NTTA has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which NTTA is aware.

(vii) NTTA is not in breach of any applicable Law that would have a material adverse effect on the operations of the Facility or NTTA's ability to perform its obligations under this Tolling Services Agreement.

(viii) NTTA has all necessary expertise, qualifications, experience, competence, skills and know-how to perform its obligations under this Tolling Services Agreement.

(ix) The provisions of Section 228.0111 of the Texas Transportation Code do not apply to the Facility.

(b) Developer represents and warrants to NTTA that, as of the Effective Date:

(i) Developer is a limited liability company duly organized and validly existing under the laws of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Tolling Services Agreement and to perform each and all of the obligations of Developer provided for herein. Developer is duly qualified to do business, and is in good standing, in the State of Texas.

(ii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action (as the case may be) of Developer; each person executing this Tolling Services Agreement on behalf of Developer has been duly authorized to execute and deliver it on behalf of Developer; and this Tolling Services Agreement has been duly executed and delivered by Developer.

(iii) Neither the execution and delivery by Developer of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments of Developer, any approvals or laws applicable to

Developer or any other material agreement to which Developer is a party.

(iv) This Tolling Services Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.

(v) There is no action, suit, proceeding, investigation or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the Developer official executing this Tolling Services Agreement; and Developer has disclosed to NTTA any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.

(vi) Developer is not in breach of any applicable law that would have a material adverse effect on the operations of the Facility or Developer's ability to perform its obligations under this Tolling Services Agreement.

(vii) Developer is the "Developer" named in the Agreement and is the legal and valid holder of the Developer's Interest under the Agreement.

(c) The foregoing representations and warranties of NTTA and Developer shall survive for a period of two years following the expiration or earlier termination of this Tolling Services Agreement.

(d) Developer covenants and agrees that it will maintain its existence and will remain in good standing in the State of Texas throughout the Term of this Tolling Services Agreement and will maintain its existence for as long thereafter as any obligations remain outstanding under this Tolling Services Agreement. The provisions of this Section 18(d) shall survive the expiration or earlier termination of this Tolling Services Agreement.

19. Default and Remedies

(a) Developer Default and NTTA Remedies; Lender Right to Cure.

(i) Developer shall be in default under this Tolling Services Agreement in the event (A)(1) subject to Section 6(i), Developer fails to make any payment to NTTA when due hereunder or (2) Developer fails to perform any other obligation of Developer hereunder (i.e., any obligation other than payment obligations covered by the preceding clause (1)), and either such failure continues for 30 days (or, with respect to obligations covered by clause (2) above, if such failure cannot be cured within 30 days

but Developer has begun diligently pursuing a cure within such 30 days and continues to diligently pursue such cure, 90 days) after NTTA delivers written notice thereof to Developer, (B) Developer shall file a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law, (C) Developer shall consent to an involuntary petition in bankruptcy against it or fail to vacate within 90 days from the date of entry thereof any order approving an involuntary petition in bankruptcy against it, (D) an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Developer as bankrupt or insolvent or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for 90 days after its entry, (E) any representation or warranty of Developer hereunder was not true when made and such failure has a material adverse effect on Developer's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement, or (F) Developer assigns its rights and obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement.

(ii) In the event of a default by Developer under this Tolling Services Agreement, NTTA shall be entitled to all rights and remedies available under this Tolling Services Agreement, at Law or in equity, including the right to terminate this Tolling Services Agreement for failure of Developer to pay any sum when due (each of which rights and remedies shall be cumulative and in addition to any such other rights and remedies); provided that NTTA shall have the right to terminate this Tolling Services Agreement in the event of a default by Developer only as provided in Section 21 and provided further, that NTTA shall have the right to terminate this Tolling Services Agreement (subject to Section 21) due to a default described in Section 19(a)(i)(A)(2) only if it is a material default. NTTA's recoverable damages (following any termination of this Tolling Services Agreement) shall include the unamortized portion of all NTTA's reasonable direct costs to prepare and mobilize for performance of this Tolling Services Agreement incurred from and after the commencement of the then-effective Service Period, including equipment costs, costs of interface coordination, hiring and training costs, and similar costs directly attributable to such preparation and mobilization. Such costs shall be deemed amortized on a straight-line basis over the number of years in the applicable Service Period.

(iii) Provided that Developer shall have given written notice to NTTA of any Lender and/or Collateral Agent that Developer desires should have the right (but not the obligation) to cure any default by Developer hereunder, and the address for notice to such Lender and/or Collateral Agent, NTTA shall deliver to such Lender and/or Collateral Agent written notice of any default by Developer hereunder at the same time as delivery of the default notice to

Developer. Such Lender and/or Collateral Agent (and/or its designee, including, if applicable, any Substituted Entity that succeeds to Developer's interest hereunder prior to the lapse of any applicable cure period hereunder) shall have the right (but not the obligation) to cure such default within the same period of time granted to Developer hereunder, plus, in the case of a default under Section 19(a)(i)(A) or (E), an additional 30 days (15 days in the case of a payment default) following the expiration of the cure period afforded to Developer hereunder. If such default has not been cured by the expiration of the cure period provided herein, regardless of whether an event of default has occurred and is continuing under any loan documents between such Lender and/or Collateral Agent and Developer, or whether such Lender and/or Collateral Agent has exercised any rights or remedies with respect thereto, NTTA shall have and may exercise all the rights and remedies otherwise available to it under, or referenced in, this Tolling Services Agreement.

(b) NTTA Default.

NTTA shall be in default under this Tolling Services Agreement in the event:

(i) A "Step-In Trigger Default" shall occur under Section 16(a), (b), (c), (d), (f) or (g); or

(ii) Subject to Section 6(i), NTTA fails to perform any other obligation of NTTA hereunder, and the failure to perform such other obligation continues for 30 days after Developer delivers written notice thereof to NTTA (or if any such failure to perform any such other obligation, other than a payment obligation, cannot be cured within 30 days but NTTA has begun diligently pursuing a cure of such failure within such 30 days and continues to diligently pursue such cure, for 90 days) (provided, however, that a failure to perform any payment obligation shall be deemed cured if Developer shall obtain payment of the related amounts from any performance security provided under Section 16 hereof); or

(iii) NTTA shall file a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law (and a default under this clause (iii) shall be a "Step-In Trigger Default"); or

(iv) An order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating NTTA as bankrupt or insolvent or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for 90 days after its entry (and a default under this clause (iv) shall be a "Step-In Trigger Default"); or

(v) Any representation or warranty of NTTA hereunder was not true when made and such failure has a material adverse effect on NTTA's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement; or

(vi) NTTA assigns its rights and obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement; or

(vii) NTTA shall cease to be a body politic and corporate and a political subdivision of the State of Texas and its obligations and interests under this Tolling Services Agreement are not transferred to any other Person that succeeds to the governmental powers and authority of NTTA as contemplated by Section 23(c)(i); or

(viii) There occurs any of the other defaults listed in Section 19(d)(i) that are not set forth above in this Section 19(b).

(c) Developer's Right to Damages.

In the event of a default by NTTA under this Tolling Services Agreement, subject to Section 19(d), Developer shall be entitled to recover all losses and damages incurred as a result of NTTA's default, with the amount of such damages to include, and not involve double counting of, all Delinquent Payment Deductions and Non-Compliance Deductions from the NTTA Compensation made pursuant to Section 6 by reason of such default. For the avoidance of doubt, the application of Delinquent Payment Deductions and Non-Compliance Deductions under this Tolling Services Agreement shall constitute only a monetary offset and not a cure for the relevant event (and shall not be deemed to be an exclusive remedy).

(d) Developer's Suspension and Step-in Rights.

(i) Developer shall have and may exercise the rights set forth in this Section 19(d) to require suspension of NTTA's services hereunder and, at Developer's option, to step in and perform such services itself or to arrange for a designee of Developer (which NTTA acknowledges and agrees may include TxDOT) to step in and perform such services in any of the following circumstances:

(A) There occurs or exists a "Step-In Trigger Default" as referenced in Section 19(b)(i);

(B) A default arises under Section 12(c), as a direct result thereof Developer is unable to achieve Service Commencement by the Service Commencement Deadline;

(C) There occurs or exists a Step-in Trigger Default (as provided in Sections 19(b)(iii), 19(b)(iv), 19(e)(iii), 19(e)(v) and 22(e)); or

(D) There occurs any other material default by NTTA that is not cured within any applicable cure period provided for in this Tolling Services Agreement.

(ii) Upon the occurrence of any of the foregoing circumstances described in Section 19(d)(i), without waiving or releasing NTTA from any obligations, and without waiver of or prejudice to any other rights and remedies available to Developer, including damages, Developer shall have the right, but not the obligation, to require NTTA to suspend the performance of NTTA's services hereunder, and if Developer exercises such right, then either Developer or Developer's designee (which NTTA acknowledges and agrees may include TxDOT) shall step in and take control and charge of, and carry out, all (but not less than all) the services, functions, rights, and responsibilities of NTTA set forth in Sections 4(a) and (g), to the exclusion of NTTA but at the same level of service required of NTTA hereunder, including:

(A) Paying and performing all such services, functions, rights and responsibilities;

(B) Making decisions respecting, assuming control over and continuing performance of such services, functions, rights and responsibilities as may be reasonably required;

(C) Curing any then-existing breaches or failures to perform such services, functions, rights and responsibilities by NTTA;

(D) Hiring and retaining contractors, employees and consultants, and designating any other party or parties, including TxDOT, to assist Developer (or Developer's designee) in carrying out such services, functions, rights and responsibilities;

(E) Paying fees, charges and other compensation to such contractors, employees, consultants and designees, including TxDOT, for services rendered, in such amounts and on such terms and conditions as Developer (or Developer's designee) determines to be acceptable;

(F) Collecting and retaining all tolls, Incidental Charges and other amounts from Users, for Developer's own account or that of its contractors or designees, and free from any right, title, interest or claim of or by NTTA;

(G) Taking any and all other actions as may be reasonably required or incident to such services, functions, rights and responsibilities; and

(H) Prosecuting and defending any action or proceeding incident to such services, functions, rights and responsibilities.

With respect to Developer's exercise of its step-in rights under this Section 19(d)(ii), the determination as to whether it is Developer or Developer's designee that is to be the party who is to so step in shall be at Developer's sole option. With respect to the requirement that the Person stepping in shall perform at the same level of service required of NTTA hereunder, such Person shall have a "ramp up" period of 90 days from and after so stepping in to achieve such level of service and, if TxDOT is the party who is to step in, TxDOT's performance hereunder, as between Developer and NTTA, shall be deemed to comply with the requirements hereof that the party so stepping in shall carry out all of NTTA's responsibilities hereunder and at the same level of service of NTTA hereunder. NTTA in any event shall not have any liability to Developer hereunder due to the inability or failure of any Person stepping into NTTA's responsibilities under this Tolling Services Agreement to perform such responsibilities at a level at least equivalent to that required of NTTA hereunder.

(iii) Developer shall exercise such suspension and step-in rights by delivering to NTTA written notice of election to do so, which notice shall specify the intended step-in date.

(iv) If Developer has the right to step-in under this Section and delivers such notice, the Parties shall thereafter cooperate in such transition of services and transfer of data to Developer (or Developer's designee), with such cooperation and transfer to be effected according to Section 21(g) (as if the same applied to the exercise of such step in rights rather than to termination of this Tolling Services Agreement) until the performance of such services, functions, rights and responsibilities are transferred to Developer or its contractors or designees. NTTA shall use diligent efforts to accomplish such transfer as quickly as possible (with a view to accomplishing such transfer within five Business Days after receipt of such notice, unless Developer specifies a longer period to the intended step-in date) without materially compromising customer service. Developer shall use reasonable efforts to exercise such rights in a manner that does not materially interfere with or disrupt NTTA's operations regarding other projects (including, but not limited to, NTTA's own facilities). NTTA shall reimburse Developer or TxDOT all costs and expenses Developer or TxDOT incurs in connection with the transfer of the services, functions, rights and responsibilities to Developer, its contractors or designee; provided, however, that NTTA shall not be liable for any such transfer costs and expenses in excess of the amount that is equal to two hundred percent (200%) of the amount that could reasonably be expected to be incurred in connection with any such transfer to TxDOT. NTTA

shall not engage in any action or make any statements to customers that would or could reasonably be expected to harm Developer's relations with such customers or their patronage of the Facility.

(v) Developer may continue to exercise its suspension and step-in rights until, in the absence of an agreement between Developer and NTTA concerning a specified date for the termination thereof, the later of (A) five years after all services, functions, rights and responsibilities of NTTA hereunder have been properly transferred from NTTA to Developer or its contractors or designees or (B) the date all the circumstances that were the basis for Developer's exercise of its step-in rights are fully cured and NTTA has paid in full any damages owing hereunder to Developer, NTTA has completed implementation of any applicable remedial plan required under Section 19(e) and, for a period of six consecutive calendar months, NTTA has conducted tolling services in respect of its own facilities and under any other tolling services agreements to which it is then a party at a level in compliance with the Performance Standards applicable under this Tolling Services Agreement (and, upon Developer's written request, NTTA shall furnish to Developer supporting data confirming such compliance). At the conclusion of this period, the Parties shall transition the services, functions, rights and responsibilities back to NTTA in accordance with a transition plan and schedule reasonably approved by the Parties. NTTA shall reimburse Developer all reasonable costs and expenses Developer incurs in connection with the transfer of the services, functions, rights and responsibilities back to NTTA. Notwithstanding the foregoing provisions of this Section 19(d)(v), unless otherwise agreed in writing by Developer, NTTA shall not be eligible to re-assume the responsibility for the services, functions, rights and responsibilities under this Tolling Services Agreement more than one time during any five-year period during the Term or more than three times in the aggregate during the Term.

(vi) During any period after properly exercising step-in rights to assume all (but not less than all) of NTTA's responsibilities set forth in Section 4(a) and (g) (as contemplated by Section 19(d)(ii), including the provisions thereof concerning the permissibility of TxDOT stepping in as Developer's designee and the deemed compliance of TxDOT's performance with the level of service required hereunder) until transfer of such services, functions, rights and responsibilities back to NTTA:

(A) Developer shall have no obligation to promote or advertise NTTA's association with the Facility, and at its election may remove from the Facility Right of Way and the Facility web site, at NTTA's expense, any signs, displays and banners bearing NTTA's name, logos, trademarks or brands (and Developer shall remove such signs, displays

and banners it so requested by NTTA so long as NTTA bears the expenses thereof);

(B) NTTA shall not be entitled to any NTTA Compensation or other compensation except (1) to the extent, if any, that NTTA is then continuing to perform any services hereunder during the transition of services to Developer or Developer's designee, in which case NTTA shall be paid in accordance with the terms hereof, (2) with respect to Transactions it processes before transition of the applicable services, functions, rights and responsibilities to Developer, its contractors or designees and (3) to the extent, if any, that Developer engages NTTA to provide any professional services during such period;

(C) NTTA's obligations under Sections 7, 8, 9 and 14 shall be suspended, except for reports respecting matters occurring outside such period, and except with respect to Transactions it processes before transition of the services, functions, rights and responsibilities to Developer, its contractors or designees.

(vii) Developer's step-in rights do not entitle Developer to take control, management or possession of any portion of NTTA's customer service center or NTTA's CSC Host or of NTTA's responsibilities in respect of any project or facilities other than the Facility.

Except as set forth below in this paragraph, no remedy referred to in this Section 19(d) is intended to be exclusive, but, to the extent permissible hereunder and under applicable Laws, each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Developer under applicable Laws; provided, however, that notwithstanding the foregoing, the Parties expressly agree that the right of either Party to terminate this Tolling Services Agreement before the end of the Term shall be limited solely to the express rights forth in Section 21 of this Tolling Services Agreement.

(e) Remedial Measures.

(i) In the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against NTTA is greater than thirty percent (30%) of the total assessable Non-Compliance Points for each month in any period of three consecutive calendar months during the Term, then, at the Developer-NTTA Regular Meeting following the third such calendar month, Developer may request NTTA to prepare a plan for the correction of the applicable non-compliance and, in such case, NTTA shall deliver to Developer such corrective plan no later than 15 days following Developer's request, and NTTA thereafter shall implement such plan and exercise diligent efforts

to correct the applicable non-compliance. In the event that the number of Non-Compliance Points, cured or uncured, assessed against NTTA is not reduced to or below thirty percent (30%) of the total assessable Non-Compliance Points for the calendar month that is the second full calendar month following NTTA's delivery of such corrective plan to Developer, then NTTA shall prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(e)(ii). Notwithstanding the foregoing, in the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against NTTA is greater than fifty percent (50%) of the total assessable Non-Compliance Points for any month during the Term, then NTTA shall thereupon prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(e)(ii). Developer shall not unreasonably withhold or delay its approval of a remedial plan delivered pursuant to this Section 19(e)(i).

(ii) The remedial plan shall set forth a schedule and specific actions to be taken by NTTA to (A) reduce the number of monthly Non-Compliance Points in any calendar month to no more than thirty percent (30%) of the total assessable Non-Compliance Points, (B) reasonably assure performance at levels required by this Tolling Services Agreement, and (C) reasonably assure prevention of recurrence of Non-Compliance Points in excess of thirty percent (30%) of the total assessable Non-Compliance Points in any calendar month. Such actions may include improvements to NTTA's quality management practices, plans and procedures, revising and restating management plans, changes in organizational and management structure, increased monitoring and inspections, changes in key personnel, changes in training programs, and replacement of contractors.

(iii) NTTA shall diligently and in good faith carry out all actions described in the approved remedial plan according to the schedule set forth in the remedial plan. If NTTA shall fail to take any action described in the approved remedial plan in accordance with the schedule set forth in the remedial plan, then such failure shall constitute a "Step-In Trigger Default."

(iv) NTTA shall deliver to Developer a monthly written report, in reasonable detail, of NTTA's progress in carrying out the approved remedial plan. At Developer's request, NTTA shall allow Developer to inspect NTTA's books and records, and monitor NTTA's procedures and practices, to the extent relating to, and as reasonably required to verify proper implementation of, the remedial plan.

(v) Notwithstanding the foregoing provisions of this Section 19(e) with respect to NTTA's preparation, submittal and implementation of the remedial plan provided for in the next to last sentence of

Section 19(e)(i), if at the time NTTA is required to submit such remedial plan to Developer hereunder, Developer is able to, and does, provide to NTTA written evidence reasonably demonstrating that NTTA's non-performance under this Tolling Services Agreement has caused traffic on, and revenue from, the Facility to decrease, then NTTA shall have 30 days thereafter to correct its non-performance, with the determination concerning whether such non-performance has been corrected to be based on whether NTTA has reduced the number of Non-Compliance Points for such 30-day period to no more than thirty percent (30%) of the total assessable Non-Compliance Points. If NTTA shall fail to correct such non-performance by the end of such 30-day period, then such failure shall constitute a "Step-In Trigger Default."

(f) Interest and Late Charges.

(i) Except as provided with respect to the Delinquent Payment Deduction and except as provided in Section 16(i), any sum owing from one Party to the other that is not paid when due shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date due and continuing until paid.

(ii) In addition to interest, in the event either Party fails to pay to the other Party when due any amount set forth in an invoice received pursuant to Section 6(h) that is undisputed or is disputed but finally determined to be payable, such Party shall owe and pay to the other Party a one-time late charge equal to 3% of the undisputed amount or the amount finally determined to be payable, as applicable.

(g) Limitations on Liability.

(i) Notwithstanding any other provision of this Tolling Services Agreement and except as set forth in Section 19(g)(ii), to the extent permitted by applicable Law, neither Party shall be liable for punitive damages or special, indirect, incidental or consequential damages or loss of profit or income arising out of breach of this Tolling Services Agreement, tort (including negligence) or any other theory of liability, and each Party hereby releases the other Party from any such liability.

(ii) The foregoing limitation on liability for special, indirect, incidental and consequential damages or loss of profit or income shall not apply to or limit any right of recovery one Party may have against the other Party under applicable Law respecting the following:

(A) Losses, damages, debts, obligations and liabilities (including defense costs) to the extent covered by the proceeds of insurance actually carried by or insuring the liable Party;

(B) Losses, damages, debts, obligations and liabilities arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith or gross negligence;

(C) Developer's obligation to pay compensation to NTTA under this Tolling Services Agreement as set forth in Section 6 hereof; provided, however, that to the extent pursuant to applicable Law NTTA is entitled to claim from Developer damages that result from an early termination (other than an early termination due to a default by NTTA hereunder) and constitute a measure of future compensation, the aggregate amount of such damages, if any, that may be payable to NTTA for such lost future compensation in respect of the remaining period of the stated Term of this Tolling Services Agreement (without regard to such early termination hereof) following the date of any such termination hereof shall not exceed the NTTA Prospective Compensation Damages Limit (and for the avoidance of doubt, it is acknowledged that such limitation applies only in respect of NTTA's prospective compensation that would be lost as a consequence of the early termination of this Tolling Services Agreement, and such limitation shall not apply to limit any claims of NTTA relating to (i) any compensation accrued and owing to NTTA under this Tolling Services Agreement as of the date of any termination of this Tolling Services Agreement by NTTA due to a default by Developer hereunder, or (ii) amounts owing to NTTA in connection with any such termination in respect of NTTA's recoverable unamortized costs and expenses related to its services hereunder);

(D) Loss of Toll Revenues owing to Developer, attributable to an NTTA breach or failure to perform;

(E) Damages that are owing by a Party under another agreement or contract pertaining to the Facility (including, without limitation, the Agreement) or the services under this Tolling Services Agreement and that are incurred due to the other Party's breach of this Tolling Services Agreement;

(F) Transition costs incurred by (1) Developer upon its proper exercise of a right to terminate this Tolling Services Agreement under Section 21(e)(i) or upon its proper exercise of step-in rights under this Tolling Services Agreement (subject to the limitation on the amount of such costs that may be recovered pursuant to Section 19(d)(iv)) or (2) NTTA upon its proper exercise of a right to terminate this Tolling Services Agreement under Section 21(f)(i);

(G) In the event of Developer's proper exercise of a right to terminate this Tolling Services Agreement under Section 21(e)(i), costs Developer incurs to procure, hire, transition to and compensate a replacement service provider for comparable services for the remainder of the term after termination, to the extent the compensation exceeds that which would be owing to NTTA for the remainder of the term (subject to the limitation in Section 19(d)(iv) and subject to the further limitation that damages related to any difference in level of compensation of the replacement service provider shall not exceed the Replacement Provider Compensation Damages Limit); provided, however, that if TxDOT is the replacement service provider, NTTA shall not be liable for damages for any such excess compensation;

(H) In the event of Developer's proper exercise of its step-in right under this Tolling Services Agreement, reasonable costs Developer incurs to transition services, functions, rights and responsibilities from and to NTTA, and to procure, hire transition to and compensate a replacement service provider for the duration of the step-in period, to the extent the compensation exceeds that which would be owing to NTTA for the same period (subject to the limitation in Section 19(d)(iv) and subject to the further limitation that damages related to any difference in level of compensation of the replacement service provider shall not exceed the Replacement Provider Compensation Damages Limit); provided, however, that if TxDOT is the replacement service provider, NTTA shall not be liable for damages for any such excess compensation;

(I) Specific amounts either Party may owe or be obligated to reimburse to the other Party under the express provisions of this Tolling Services Agreement in respect of any period prior to termination;

(J) Interest, late charges, fees, transaction fees and charges, penalties and similar charges that this Tolling Services Agreement expressly states are due from one Party to the other Party; and

(K) Any credits, deductions or offsets that this Tolling Service Agreement expressly provides to a Party against amounts owing to the other Party.

(h) Mitigation of Damages.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform. For the benefit of TxDOT, both Parties also shall use reasonable efforts to mitigate

damages in the event this Tolling Services Agreement is terminated by reason of a Termination for Convenience of the Agreement or termination of the Agreement due to TxDOT Default or suspension of work.

20. Dispute Resolution

(a) Each Party covenants that any claim or dispute shall be made in good faith and not for the purpose of delaying payments due to the other Party.

(b) As a condition to any Party pursuing a claim or dispute against the other Party through arbitration, the claiming Party shall first initiate informal resolution procedures by serving a written notice on the other Party's Authorized Representative. The notice shall contain (i) a concise statement describing the claim or matter in dispute, including a description of its nature, circumstances and cause, (ii) an explanation of the basis and justification for the claim, including reference to any pertinent provision(s) of this Tolling Services Agreement, (iii) if applicable, the estimated dollar amount of the claim and how that estimate was determined, (iv) the claiming Party's desired resolution, and (v) any other information the claiming Party deems relevant. Commencing within ten days after the notice is served and concluding ten Business Days thereafter, the Chief Executive Officer or Chief Financial Officer of Developer and the Executive Director of NTTA or the Executive Director's designate whose rank is not lower than Assistant Executive Director, shall meet and confer, in good faith, to seek to resolve the claim or dispute raised in the claiming Party's notice. If they succeed in resolving the claim or dispute, Developer and NTTA shall memorialize the resolution in writing. If the claim or dispute is not resolved within 30 days (or such longer period as the Parties may mutually agree) under the foregoing procedures, then the claiming Party may initiate arbitration to resolve the claim or dispute.

(c) On the advice of their respective counsel, the Parties agree that all questions as to rights and obligations arising under the terms of this Tolling Services Agreement and not resolved by means of the procedures set forth in Section 20(b), including unresolved claims for damages and any unresolved controversy between the Parties involving the construction, interpretation or application of any of the terms, covenants or conditions of this Tolling Services Agreement, are subject to final and binding arbitration.

(d) Such arbitration shall be governed by the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.001 et seq.). Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, subject to the specific provisions of this Section 20.

(e) Any arbitration brought under the terms of this Tolling Services Agreement shall be conducted in the following manner:

(i) The Parties may agree on one arbitrator, but in the event that they cannot so agree, there shall be three arbitrators, one named in writing by each of the Parties within 15 days after demand for arbitration is made by either Party, and a third to be chosen by the two so named within ten days after they are named. Should either Party fail to timely join in the appointment of the arbitrator(s), the arbitrator(s) shall be appointed in accordance with the provisions of Texas Civil Practice and Remedies Code Section 171.041.

(ii) The Parties shall be entitled to conduct reasonable discovery in preparation for arbitration hearings. On application of either Party, the arbitrator(s) may issue orders and set time limits concerning the conduct of discovery and responses to discovery requests. The Parties express their mutual interest in full and fair discovery consistent with obtaining timely final resolution of disputes. The arbitrator(s) shall issue orders and set time limits regarding discovery so as to carry out such mutual interest.

(iii) Arbitration hearings conducted under the terms of this Tolling Services Agreement shall be at the time and place within Collin County, Texas selected by the arbitrator(s). Notice of hearing shall be given and the hearing conducted in accordance with the provisions of Section 171.044 et seq. of the Texas Civil Practice and Remedies Code.

(iv) At the hearing, any relevant evidence may be presented by either Party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s), who shall balance the Parties' mutual interest in receiving a full and fair hearing with the Parties' interest in obtaining timely final resolution of disputes.

(v) The arbitrator(s) shall hear and determine the matter expeditiously. The arbitrator(s) shall execute, acknowledge and deliver to the Parties a written decision and, if applicable, award, not later than 30 days after conclusion of the hearing. Delivery shall be made by registered or certified mail.

(vi) In deciding on the dispute in arbitration, the arbitrator(s) shall apply the applicable Laws, including judicial precedent, and the terms of this Tolling Services Agreement. The arbitrator shall have authority to grant legal and equitable relief, including interlocutory orders.

(vii) The costs and expenses of arbitration, including the fees of the arbitrator(s), shall be borne by the losing party or in such proportions as the arbitrator(s) shall determine. The prevailing Party shall be entitled to recover its attorneys' and expert witness fees and costs from the losing Party, in such amount as the arbitrator(s) determine is reasonable.

(f) If there is only one arbitrator, his or her decision shall be binding and conclusive on the Parties. If there are three arbitrators, the decision of any two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of their decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award or other relief granted by the arbitrator(s) may be entered by any court having jurisdiction; or the court may vacate, modify, or correct the award in accordance with the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.087 et seq.).

21. Termination; Transition of Services at Termination.

(a) If the Agreement terminates prior to the normal expiration of the Term (as defined in the Agreement) thereunder and TxDOT does not grant a replacement agreement to a Substituted Entity, then NTTA and Developer agree and acknowledge that, regardless of the reason for such early termination, TxDOT shall have the right and option to (i) take an assignment of Developer's right, title and interest under this Tolling Services Agreement, and to assume Developer's remaining obligations accruing after the date of assignment, in which event, notwithstanding Section 2(a) and Section 3(a) of this Tolling Services Agreement, this Tolling Services Agreement shall not terminate, but shall remain in full force and effect between TxDOT and NTTA, with the Term hereof expiring on the stated expiration date of the Agreement, and Developer shall have no further obligations hereunder with respect to the period from and after TxDOT's assumption of Developer's remaining obligations, or (ii) enter into a new tolling services agreement with NTTA for customer service, toll collection, enforcement and related services pursuant to the Statute. If TxDOT and NTTA enter into such a new tolling services agreement, whether prior to or after the effective date that the Agreement is terminated, then this Tolling Services Agreement shall automatically terminate concurrently with the effective date of the new tolling services agreement, without prejudicing any claims NTTA may have against (i) Developer for accrued amounts or damages (subject to the limitations set forth in Section 19(g) and Section 24(d)) or (ii) against TxDOT for amounts payable to NTTA by TxDOT in accordance with the terms hereof in respect of the period, if any, from and after the date that TxDOT assumed Developer's obligations under this Tolling Services Agreement to the date that this Tolling Services Agreement is so terminated. If TxDOT elects to take an assignment of this Tolling Services Agreement, then Developer shall thereupon be automatically relieved of and from any obligation or liability under this Tolling Services Agreement arising in respect of this period from and after the effective date of such assignment.

(b) Except as provided in Section 21(a), neither Party shall have the right to terminate this Tolling Services Agreement unless and until (i) a right to terminate vests in such Party pursuant to Section 21(c) or (d), as applicable, and (ii) there occurs or exists one of the termination events set forth in Section 21(e) or (f).

(c) The right to terminate shall vest in Developer upon the first to occur of any of the following:

(i) The Statute ceases to have legal effect or is amended such that it no longer obligates Developer to utilize NTTA to provide customer service, toll collection or enforcement services for the Facility and no other Law then in effect obligates Developer to utilize NTTA to provide customer service, toll collection or enforcement services for the Facility;

(ii) A final, non-appealable decision is entered by a court holding that (A) the Statute does not impose obligations on the owner, developer or operator of a project within the boundaries described in the Statute to utilize an authority to provide customer service, toll collection or enforcement services, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Facility; or

(iii) NTTA's Board of Directors shall have adopted a rule, policy or directive adopting, approving, or establishing a practice incorporating its determination that (A) the Statute does not impose obligations on the owner, developer or operator of a project within the boundaries described in the Statute to utilize an authority to provide customer service, toll collection or enforcement services, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Facility.

(d) The right to terminate shall vest in NTTA upon the first to occur of either of the following:

(i) The Statute ceases to have legal effect or is amended such that it no longer obligates NTTA to provide customer service, toll collection or enforcement services for the Facility, and no other Law then in effect obligates NTTA to provide customer service, toll collection or enforcement services for the Facility;

(ii) A final, non-appealable decision is entered by a court holding that (A) the Statute does not impose obligations on NTTA to provide customer service, toll collection or enforcement services for the Facility, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Facility; or

(iii) NTTA's Board of Directors shall have adopted a rule, policy or directive adopting, approving, or establishing a practice incorporating its determination that (A) the Statute does not impose obligations on NTTA to provide customer service, toll

collection or enforcement services for the Facility, or (B) this Tolling Services Agreement may be terminated and a provider other than NTTA may be engaged to provide customer service, toll collection and enforcement services for the Facility.

(e) If Developer has a vested right to terminate this Tolling Services Agreement, it may exercise such right in one or the other of the following events, but not otherwise unless by mutual written termination:

(i) At any time from and after the right to terminate vests that Developer is exercising or entitled to exercise step-in rights under Section 19(d); provided that (A) Developer shall first deliver to NTTA written notice of election to terminate, (B) termination shall be effective the first to occur of (I) a date specified in such notice, and (II) the date Developer and/or its replacement contractor for toll collection and enforcement services is ready to commence performing such services at the same level of performance required of NTTA hereunder, and (C) pending the effective date of termination NTTA shall continue to diligently perform the services for which Developer has not exercised step-in rights, including assisting with transition of services as set forth in Section 21(g), and to receive amounts due to it, in accordance with this Tolling Services Agreement; or

(ii) By delivering to NTTA written notice of Developer's election to terminate this Tolling Services Agreement without cause, in which case termination shall be effective upon the later to occur of (A) the date specified in such notice, which shall not be earlier than 12 months after the date the notice is delivered or (B) the end of the then-current Service Period (or with respect to any termination right under this clause (ii) prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), the end of the ten year period commencing on such Service Commencement Date and ending on the day before the tenth anniversary of such Service Commencement Date), unless Developer specifies a later effective date for termination in its notice or other written notice to NTTA.

(f) If NTTA has a vested right to terminate this Tolling Services Agreement, it may exercise such right in one or the other of the following events, but not otherwise unless by mutual written termination:

(i) In the event a default by Developer under this Tolling Services Agreement occurs or continues from and after the date the right to terminate vests, including for failure of Developer to pay any sum when due; provided that (A) such default has continued uncured after the expiration of any applicable cure period afforded hereunder to Developer or any Lender and/or Collateral Agent (or, if applicable, any Substituted Entity), (B) NTTA shall first deliver to

Developer written notice of election to terminate, (C) termination shall be effective the first to occur of 6 months after NTTA delivers such notice to Developer or the date Developer and/or its replacement contractor for toll collection and enforcement services is ready to commence performing such services, and (D) pending the effective date of termination NTTA shall continue to diligently perform the services hereunder, including assisting with transition of services as set forth in Sections 21(g); or

(ii) By delivering to Developer written notice of NTTA's election to terminate this Tolling Services Agreement without cause, in which case termination shall be effective the later to occur of (A) on the date specified in such notice, which shall not be earlier than 12 months after the date the notice is delivered or (B) the end of the then-current Service Period (or with respect to any termination right under this clause (ii) prior to the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), the end of the ten year period commencing on such Service Commencement Date and ending on the day before the tenth anniversary of such Service Commencement Date), unless NTTA specifies a later effective date for termination in its notice or other written notice to Developer.

(g) If either Party gives notice of election to terminate this Tolling Services Agreement prior to expiration of the full Term, then NTTA shall reasonably assist and cooperate with Developer and its replacement contractor for toll collection, enforcement and related services to provide a smooth transition of services from NTTA to Developer and such contractor at the end of the term, pursuant to the transition plan developed pursuant to Section 3(c). The foregoing does not obligate NTTA to provide professional consulting services for service transition, except pursuant to Change Order. The reasonable expenses incurred by NTTA in connection with transition services provided by it pursuant to this Section 21(g) shall be paid by Developer, unless the related termination is due to a default by NTTA or the exercise by NTTA of a right to terminate this Tolling Services Agreement without cause, in which case such expenses shall be paid by NTTA. Following the termination of this Tolling Services Agreement, except as provided in Section 3(c), NTTA shall have no further rights under this Tolling Services Agreement, including for the avoidance of doubt no right to receipt of any NTTA Compensation; provided, however, that this sentence shall not limit any claim for damages NTTA may have (including, but not limited to, any claim for lost NTTA Compensation) in connection with any termination of this Tolling Services Agreement as a consequence of a default by Developer hereunder or any claim or rights NTTA may have with respect to amounts accrued or arising and owing to it in respect of the period prior to termination.

22. Malfunction, Damage or Destruction of NTTA Facilities

(a) Without derogating from NTTA's payment obligations under Section 7 (but subject to Section 22(d)), if a Transaction is properly transmitted to NTTA's CSC Host but is not received by NTTA due to problems, downtime, other malfunction of NTTA's CSC Host, or due to damage or destruction of NTTA's CSC Host or the facilities in which it is located, Developer shall attempt re-transmission every two hours for a period of 24 hours. If transmission remains unsuccessful, Developer shall thereafter attempt re-transmission expeditiously after NTTA notifies Developer that NTTA's CSC Host is functioning and ready to receive transmissions. During the continuance of any period beyond the first 24 hours that NTTA is unable to so receive Transactions at NTTA's CSC Host, at NTTA's request, Developer shall deliver Transaction data to NTTA in digital form once per day, and NTTA shall reimburse Developer for its reasonable costs of such delivery.

(b) NTTA shall be entitled to the relief set forth in Section 22(d) in the following circumstances:

(i) NTTA's customer service center or information technology system used to provide the services set forth in this Tolling Services Agreement, or the building in which such customer service center or information technology system is housed, is physically damaged or destroyed or otherwise precluded from processing Transactions due to a state of public emergency and as a result thereof NTTA is rendered unable to normally receive or process Transactions for payment;

(ii) The event causing the damage, destruction or state of public emergency (and the effects of such event) (A) is not caused by the negligence or willful misconduct or other culpability of NTTA or its officers, employees, agents or representatives, and (B) could not have been avoided by the exercise of caution, due diligence or reasonable care or efforts by NTTA; and

(iii) The inability to render such services continues for a period in excess of two consecutive days.

(c) NTTA shall take all steps reasonably necessary to mitigate the consequences of the foregoing circumstances, including implementing its emergency backup and recovery systems and procedures. NTTA shall bear the costs of repair to and restoration of its own facilities required as a consequence of the events and occurrences contemplated by this Section.

(d) If NTTA establishes that the circumstances described in Section 22(b) exist, then:

(i) NTTA shall be entitled to an extension of time to make payments to Developer regarding Transactions that it is rendered unable to

normally receive or process for payment due to such circumstances, provided that such extension of time shall apply only to Transactions that occur up to the 30th consecutive day that NTTA is unable to normally receive or process Transactions for payment. For those Transactions for which NTTA is entitled to an extension of time, it shall make payment to Developer for the toll charges associated with such Transactions on the first to occur of (I) five Business Days after NTTA restores service and receives the Transaction at NTTA's CSC Host or NTTA's back-up system, or (II) the date that is the later of (1) 30 days after the Transaction occurs and (2) five Business Days after the date Developer delivers to NTTA in digital form the data for the Transaction that would have been received at NTTA's CSC Host absent the foregoing circumstances.

(ii) All toll charges whose payment is deferred pursuant to this Section 22(d), as a consequence of the circumstances described in Section 22(b), beyond the date payment would otherwise be due under Section 7 shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date it would be due absent the deferral and continuing until paid. NTTA shall pay such interest concurrently with its payment of the deferred toll charges.

(iii) Non-Compliance Points shall not be assessed against NTTA as a result of inability to perform its obligations due solely and directly to the circumstances described in Section 22(b).

(iv) For the avoidance of doubt, if any payments owing by NTTA are delayed due to a malfunction that is not attributable to the circumstances described in Section 22(b), then NTTA shall not be excused from any penalties or other consequences of such delayed payment provided for in this Tolling Services Agreement, (including, as applicable, the Delinquent Payment Deductions and any rights and remedies Developer may have pursuant to the provisions hereof concerning performance security and other remedies available to Developer hereunder).

(e) During any period that NTTA is unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b) , Developer shall be free to seek and obtain temporary substitute services elsewhere. NTTA shall have no right to compensation, and no liability for payment to Developer, respecting Transactions that Developer chooses to process through any such substitute service provider. If NTTA remains unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b), for more than 90 consecutive days, then such non-performance shall constitute a Step-In Trigger Default hereunder.

23. Assignment; New TSA

(a) Developer shall have the right to assign this Tolling Services Agreement and its rights in respect of the performance security provided under Section 16 as follows, and only as follows:

(i) Without NTTA's consent, to any Person that succeeds to the Developer's Interest pursuant to the Agreement and assumes in writing Developer's obligations under the Agreement and this Tolling Services Agreement accruing after the date of assignment;

(ii) Without NTTA's consent, as a collateral assignment to any Lender as part of the security for the Facility Debt in connection with Developer's grant of a lien and security interest on and in the entire Developer's Interest permitted by the Agreement, provided, however that such Lender may not be granted or receive any greater rights under this Tolling Services Agreement by virtue of such collateral assignment than Developer has hereunder; and provided further, that any succession to the Developer's Interest hereunder pursuant to such collateral assignment shall be subject to compliance with the provisions of Section 23(a)(iii);

(iii) Without NTTA's consent, to any Lender (or such Lender's Substituted Entity, whether directly from Developer or from a Lender that has previously succeeded to Developer's Interest pursuant to this Section 23(a)(iii)) that succeeds to the Developer's Interest and assumes in writing Developer's obligations under the Agreement and this Tolling Services Agreement accruing after the date of succession to the Developer's Interest;

(iv) Without NTTA's consent, following termination or expiration of the Agreement, to TxDOT with liability of TxDOT only for those remaining obligations of Developer accruing after the date of assignment, and to TxDOT's successor, assign or designee that assumes in writing Developer's obligations under this Tolling Services Agreement accruing after the date of assignment; and

(v) To any other Person only with the prior written consent of NTTA in its sole discretion.

(b) Any acceptance by TxDOT or a Lender or any of their respective successors, assigns or designees of assignment of this Tolling Services Agreement pursuant to Section 23(a) shall not operate to make the assignee responsible or liable for any breach hereof by Developer or for any amounts due and owing hereunder for work or services rendered prior to assumption (but without restriction on NTTA's rights to suspend work or demobilize due to Developer's uncured default).

(c) NTTA acknowledges that this Tolling Services Agreement is for the personal services of NTTA. Accordingly, NTTA shall have the right to assign this Tolling Services Agreement only as follows:

(i) Without Developer's or TxDOT's consent, to any other Person that succeeds to all the governmental powers and authority of NTTA; and

(ii) To any other Person only with the prior written consent of Developer and TxDOT each in its sole discretion.

(d) No assignment shall relieve the assigning Party from any liability under this Tolling Services Agreement arising prior to the effective date of assignment, or impair any of the other Party's rights or remedies due to the assigning Party's default occurring prior to the effective date of assignment.

(e) In the event that (i) the CDA Documents and this Tolling Services Agreement are terminated under circumstances in which, under the terms of Section 20.4.8 of the Agreement, a Lender or Substituted Entity would have the option to enter into New Agreements with TxDOT, and (ii) such Lender or Substituted Entity elects under Section 20.4.8 of the Agreement to enter into New Agreements, then, unless this Tolling Services Agreement was terminated by NTTA pursuant to a right of NTTA to terminate this Tolling Services Agreement without cause, such Lender or Substituted Entity and NTTA also shall enter into a new Tolling Services Agreement (the "New TSA"), subject to the following: (A) the New TSA shall be effective as of the date of termination of this Tolling Services Agreement and shall be for the remainder of the term of this Tolling Services Agreement, and otherwise shall be on the terms, covenants and conditions contained in this Tolling Services Agreement; (B) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and NTTA, such Lender or Substituted Entity shall pay to NTTA any and all sums that would be due under this Tolling Services Agreement but for such termination and shall otherwise fully remedy any existing defaults by Developer under this Tolling Services Agreement (provided, however, that with respect to any such defaults by Developer that cannot be cured until such Lender or Substituted Entity obtains possession of the Facility, such Lender or Substituted Entity shall have such time, after it obtains possession, as is necessary with the exercise of good faith, diligence and continuity, to cure such defaults, in any event not to exceed 180 days after the date it obtains possession); and (C) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and NTTA, without duplication of any amounts previously paid by Developer, such Lender or Substituted Entity shall pay to NTTA all reasonable costs and expenses incurred by NTTA in connection with (1) Developer's default and the termination of this Tolling Services Agreement, (2) the assertion of rights, interests and defenses in any bankruptcy proceeding, (3) all costs incurred by NTTA and not paid by Developer or TxDOT during any period of possession of

the Facility by TxDOT and (4) the preparation, execution and delivery of the New TSA. Upon request of the applicable Lender or Substituted Entity, NTTA will provide a written, documented statement of the costs and expenses described in clause (C) of the preceding sentence. In the event this Tolling Services Agreement is terminated as a result of any bankruptcy or insolvency proceeding of Developer in which the Agreement is not terminated and New Agreements are not to be entered into by a Lender or Substituted Entity under Section 20.4.8 of the Agreement, then, without limiting any obligation of Developer, any Lender or any Substituted Entity under applicable law to enter into a new Tolling Services Agreement with NTTA, upon a Lender's or Substituted Entity's written request delivered to NTTA within 60 days of such termination, such Lender or Substituted Entity and NTTA shall enter into a New TSA subject to the terms and conditions set forth in clauses (A) through (C) of the second preceding sentence (and NTTA will reasonably cooperate with Lender or such Substituted Entity in Lender's or such Substituted Entity's procurement of any court, trustee or regulatory approvals required for such New TSA, subject to Lender's or such Substituted Entity's payment of the reasonable costs and expenses of NTTA incurred in connection therewith). The provisions of this Section 23(e) shall survive the termination of this Tolling Services Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 23(e) were a separate and independent contract made by NTTA and the Lender or Substituted Entity.

24. Special Provisions for Compliance with Agreement

(a) At Developer's request NTTA shall participate in meetings between Developer and TxDOT concerning matters pertaining to this Tolling Services Agreement, NTTA's services hereunder or the coordination of such services with other contractors, provided that, absent an assignment of this Tolling Services Agreement to TxDOT, NTTA shall take direction regarding its services only from Developer.

(b) At Developer's or TxDOT's request, NTTA shall give evidence in any dispute resolution proceeding pursuant to Section 17.8 of the Agreement.

(c) NTTA agrees to recognize and attorn to any Lender or TxDOT upon receipt of written notice from the Lender or TxDOT that it has exercised step-in rights under the Agreement. If NTTA receives any such notice, it shall have no obligation to obtain Developer's consent or approval, and no obligation to determine whether the Lender or TxDOT validly exercised its step-in rights. Developer hereby waives and releases any claim or cause of action against NTTA arising out of or relating to its recognition and attornment in reliance on any such written notice.

(d) Notwithstanding the provisions of Section 21, but subject to TxDOT's right and election to assume this Tolling Services Agreement pursuant to Section 19.5.7 of the Agreement, Developer shall have the right to terminate this Tolling Services Agreement upon any termination of the Agreement, without liability of Developer or TxDOT for NTTA's lost profits,

lost business opportunity or any other loss, damage, cost or expense, except for NTTA's unamortized costs described in Section 19(a)(ii). Developer and NTTA recognize and acknowledge that upon termination of the Agreement TxDOT may elect to take an assignment from Developer of Developer's right, title and interest under this Tolling Services Agreement, and to assume Developer's remaining obligations accruing after the date of assignment, or to enter into a new service agreement with NTTA.

(e) Any purported amendment with respect to any of the foregoing matters or any other provision of this Tolling Services Agreement mandated by Section 10.3.2 of the Agreement without the prior written consent of TxDOT shall be null and void.

25. Labor Practices

(a) NTTA at all times shall comply, and require by contract that all its subcontractors and vendors performing services under this Tolling Services Agreement comply, with all applicable federal and State labor, occupational safety and health standards, rules, regulations and federal and State orders.

(b) NTTA shall not, and shall cause any subcontractor to not, discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the services under this Tolling Services Agreement. NTTA shall carry out, and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Failure by NTTA to carry out these requirements is a material breach of this Tolling Services Agreement, which may result in termination hereof or such other remedy permitted hereunder as Developer deems appropriate. NTTA shall include this provision in every subcontract (including purchase orders) pertaining to the services under this Tolling Services Agreement.

(c) NTTA confirms for itself and all subcontractors providing services under this Tolling Services Agreement that NTTA and each such subcontractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that NTTA and each such subcontractor maintains no employee facilities segregated on the basis of race, color, national origin, sex, age, religion or handicap. NTTA shall comply with all applicable Equal Employment Opportunity and nondiscrimination provisions set forth in Exhibit 8 to the Agreement, and shall require such subcontractors to comply with such provisions.

26. Designation of Authorized Representatives

NTTA and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement ("Authorized Representative"). Attachment 7 to this Tolling Services Agreement provides the initial Authorized Representative designations. A Party may change such designations by a subsequent writing

delivered to the other Party in accordance with Section 27. The Parties shall cause their respective Authorized Representatives to cooperate and coordinate with one another in the administration of this Tolling Services Agreement.

27. Notices

(a) Any communication, notice or demand of any kind whatsoever under this Tolling Services Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:

NTE Mobility Partners LLC
9600 Great Hills Trail, Suite 250E
Austin, TX 78759
Attention: Nicolas Rubio
Telephone: (512) 637-8545
Mobile Telephone: 512.496.1096
Facsimile: (512) 637-1498
Email: nrubio@cintra.us

With copies to:

NTE Mobility Partners LLC
9001 Airport Freeway, Suite 600
Suite 600 North Richland Hills, Tx 76180
Attention: John Hagan
Telephone: (817) 710-0502
Facsimile: (817) 710-0509

If to NTTA by U.S. mail:

North Texas Tollway Authority
P.O. Box 260729
Plano, TX 75026
Attention: Clayton K. Howe
Telephone: (214) 461-2000
Facsimile: (214) 528-4826

If to NTTA by personal delivery or express or courier service:

North Texas Tollway Authority
5900 W. Plano Parkway, Suite 100
Plano, TX 75093
Attention: Clayton K. Howe
Telephone: (214) 461-2000
Facsimile: (214) 528-4826

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

(b) All notices and other communications required or permitted under this Tolling Services Agreement which are addressed as provided in this Section 27 are effective upon delivery, if delivered personally or by overnight mail, facsimile or electronic mail and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

28. TxDOT's Rights

Each provision hereof that expressly requires a consent or approval of TxDOT or states specific rights in favor of TxDOT is for the express benefit of TxDOT as an intended third party beneficiary and may be enforced by TxDOT against the Parties.

29. Amendment

This Tolling Services Agreement may be amended only if in writing executed by Developer and NTTA. In addition, so long as any collateral assignment of this Tolling Services Agreement to a Lender is in effect, except with respect to any modifications of this Tolling Services Agreement pursuant to Change Orders or Change Directives made or permitted under Section 17, any modification or amendment of this Tolling Services Agreement shall be subject to the consent of such Lender. Furthermore, any changes to the performance security requirements under this Tolling Services Agreement, including any substitute performance security in lieu of the Master Cash Collateral Trust Account and Facility Cash Collateral Sub-Account provided for in Section 16 hereof, are subject to TxDOT's prior written approval.

30. Independent Engineer

As soon as practicable following the Parties' execution and delivery of this Tolling Services Agreement, and in any event no later than the date that is 12 months before the projected Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), the Parties shall engage an independent third party engineering firm (the "Independent Engineer") to provide the services that this Tolling Services Agreement states are to be provided by the Independent Engineer. The Independent Engineer shall have at least ten years' experience in the provision of services that are the same as those contemplated to be provided by the Independent Engineer hereunder. The Parties shall engage the Independent Engineer pursuant to a three-party agreement among, and containing terms and conditions reasonably acceptable to, Developer, NTTA and the Independent Engineer (the "Independent Engineer Agreement"), which Independent Engineer Agreement shall provide for, among other things, the right by each Party to unilaterally remove the then acting Independent Engineer (i) for cause or (ii) once every five years without cause; provided, however, that in connection with the removal and replacement of the Independent Engineer without cause, the Party effecting the removal shall bear the costs and expenses

of both Parties that are related to the engagement of a successor Independent Engineer. The Independent Engineer Agreement shall include provision for the equal allocation, between Developer and NTTA, of the costs and expenses of the Independent Engineer in the performance of its services under the Independent Engineer Agreement. The Independent Engineer engaged by the Parties pursuant to the terms hereof may be, but shall not be required to be, the same Person engaged as the Independent Engineer (as defined in the Agreement) under the Agreement. The Independent Engineer is to perform the functions provided for under this Tolling Services Agreement and the Independent Engineer Agreement and to assist and advise the Parties concerning its findings and recommendations. The Independent Engineer's determinations are not final and binding. If there is a continuing disagreement between the Parties concerning any matter subject to review by the Independent Engineer following the Independent Engineer's review and recommendation in respect thereof, such disagreement shall be resolved pursuant to Section 20 hereof. The Parties agree not to disclose the findings, reports or other work product of the Independent Engineer to any person other than a Permitted Person; provided, however, that such non-disclosure restriction shall not apply to any information as and to the extent required to be disclosed by applicable law or to information that becomes public other than by virtue of a breach of this restriction, and such non-disclosure restriction also shall not preclude disclosure of information to any applicable arbitrator or court in a dispute resolution proceeding pursuant to Section 20 of this Tolling Services Agreement. Permitted Persons shall be informed of the confidential nature of the information disclosed to them and shall be required to agree to act in accordance with the provisions of the foregoing non-disclosure provisions with respect to such information.

31. Non-Disparagement

Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors, agents, or management and business practices, in each case in connection with the performance or administration of this Tolling Services Agreement or in connection with any matter related hereto. The provisions of this Section 31 shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.

32. Governing Law

The laws of the State of Texas shall govern this Tolling Services Agreement.

33. Interpretation

(a) The title headings of the respective paragraphs of this Tolling Services Agreement are inserted for convenience only, and shall not be deemed to be part of this Tolling Services Agreement or considered in construing this Tolling Services Agreement.

(b) Wherever the word "including," "includes" or "include" is used in this Tolling Services Agreement, it shall be deemed to be followed by the words "without limitation".

(c) All references to "Section" or "subsection" means the Section or subsection of this Tolling Services Agreement unless specifically provided otherwise.

(d) This Tolling Services Agreement includes all the Attachments hereto.

34. Counterparts

This Tolling Services Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Tolling Services Agreement as of the date first written above.

NTTA

Attest:

NORTH TEXAS TOLLWAY AUTHORITY,
a regional tollway authority and a
subdivision of the State of Texas

_____
Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Locke Lord Bissell & Liddell LLP,
General Counsel to NTTA

By: _____

Developer

NTE MOBILITY PARTNERS SEGMENTS 3 LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1

Definitions

Definitions from Agreement

The following lists the capitalized terms that are used in this Tolling Services Agreement and defined in the Agreement:

Affiliate
Base Case Financial Model
CDA Documents
Contractor
Customer Groups
Day or day
Developer's Interest
Directive Letter
Electronic Toll Collection System, or ETCS
Eligible Investments
Exempt Vehicles
Facility Debt
Facility Segment
Facility Trust Agreement
Force Majeure Event
Functional Availability
Good Industry Practice
Incidental Charges
Laws
Lender
LIBOR
New Agreements
Person
Service Commencement
Service Commencement Date
Special Vehicles
Substantial Completion
Substituted Entity
Target
Technical Documents
Technical Provisions
Termination for Convenience
Toll Revenue
Toll Revenue Account
User
User Classification
VES
Video Transaction User
Additional Definitions

Agreement means the certain Facility Agreement dated March 1, 2013 between Developer and TxDOT concerning the Facility.

Authorized Representative means the individuals authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement pursuant to Section 26. Where the term is used with reference to TxDOT, it has the meaning set forth in the Agreement.

Average Monthly NTTA Compensation means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), one twelfth (1/12) of the total NTTA Compensation for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Compensation or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), the monthly average of the NTTA Compensation for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Facility (or for the Facility Segment that has most recently achieved Service Commencement prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Compensation, if Developer develops the Facility in Facility Segments).

Average Monthly NTTA Cost of Services means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), one twelfth (1/12) of NTTA's total cost of providing services hereunder for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Cost of Services or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), the monthly average of NTTA's total cost of providing services hereunder for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Facility (or for the Facility Segment that has most recently achieved Service Commencement prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly NTTA Cost of Services, if Developer develops the Facility in Facility Segments). NTTA's total cost of providing services used for purposes of determining the Average Monthly NTTA Cost of Services shall not include any costs that otherwise would be included in the total cost of providing services hereunder that have actually been recovered by NTTA through the collection of Incidental Charges; provided, however, that NTTA's Video Transaction collection risk shall be excluded from such cost of providing such services (but with the costs being so excluded being only (a) Video Transaction tolls not collected by NTTA and (b) the costs of collection (such as, for example and not in limitation, administration, processing and enforcement costs) thereof to the extent that such costs of collection are actually recovered from Incidental Charges imposed for this purpose at rates charged by NTTA consistent with NTTA's practices in respect of its own facilities (and to the extent such costs of collection are not so recovered, such costs shall be included in such cost of providing such services), and provided further, that due to the exclusion of such Video Transaction collection risk from NTTA's cost of providing services,

then NTTA's cost of providing services shall not be reduced by Incidental Charges actually recovered by NTTA in respect of such collection risk).

Base Transaction Fee has the meaning set forth in Section 6(b).

Business Continuity Plan has the meaning set forth in Section 4(a)(viii).

Business Day means a day on which NTTA is officially open for business.

Candidate Vehicle means a vehicle for which Developer transmits one of the following to NTTA's CSC Host:

(a) A valid Transponder Transaction; or

(b) (i) a Video Transaction with an unobstructed readable video image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction, which in the case of a vehicle with a trailer (including a truck with a trailer) must be the front license plate, and (ii) video data as required by the ICD.

For this purpose, a "readable video image" means an image produced by the VES and transmitted to NTTA's CSC Host in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

Change Directive means a written direction signed by Developer directing a change in the services that complies with the requirements of Section 17(a).

Change Order means a written order issued by Developer to NTTA delineating changes in services or in technical terms and conditions (including changes in the standards) applicable to the services in accordance with Section 17 and establishing, if appropriate, an adjustment to NTTA's compensation in accordance with Section 17.

Collateral Account Trustee has the meaning set forth in Section 16(a).

Consolidated Master List has the meaning set forth in Section 12(d).

Delinquent Payment Deduction has the meaning set forth in Section 6(d).

Designated Beneficiary has the meaning set forth in Section 6 of Attachment 6 to this Tolling Services Agreement.

Developer means NTE Mobility Partners LLC, a Delaware limited liability company.

Developer-NTTA Regular Meeting has the meaning set forth in Section 4(k).

Duplicate Transaction means any circumstances resulting in more than one Transaction generated from the same vehicle within two minutes at the same general location (e.g., same or adjacent lane).

Eligible Investments means any one or more of the following securities:

(a) Direct obligations of, and obligations fully and unconditionally guaranteed by, (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America;

(b) Demand or time deposits with any depository institution or trust company, provided that any such demand or time deposit or certificate of deposit is fully insured by the Federal Deposit Insurance Corporation;

(c) Any money market funds, the investments of which consist of cash and obligations fully and unconditionally guaranteed by (i) the United States of America or (ii) any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America and which have been rated "A" or higher by a Rating Agency; and

(d) Other investments that are permitted by applicable law and agreed to in writing by TxDOT, NTTA and Developer;

provided, however, that no instrument or security shall be an Eligible Investment if such instrument or security evidences a right to receive only interest payments with respect to the obligations underlying such instrument or if such security provides for payment of both principal and interest with a yield to maturity in excess of 120% of the yield to maturity at par.

Emergency Mode means the period and circumstances when tolls are suspended on the Facility or a portion of the Facility in accordance with Section 3.4 of the Agreement.

Facility Cash Collateral Sub-Account has the meaning set forth in Section 16(a).

Incidental Charges means:

(a) Reasonable amounts for the purchase or rental of transponders or other electronic toll devices;

(b) Reasonable, refundable security deposits for the distribution of transponders or other electronic toll devices;

(c) Reasonable administrative fees for account maintenance and account statements;

(d) Reasonable fees, penalties and interest for toll violations, including costs of collection;

(e) Amounts, with respect to Video Transactions, reasonably necessary for NTTA to recover (i) its reasonable out-of-pocket costs and expenses and (ii) a reasonable amount to reflect its collection risk.

(f) Other reasonable fees and charges for customary incidental services to Users for whom NTTA manages electronic tolling accounts (on the same basis as uniformly charged with respect to NTTA's own facilities).

Without limiting the requirements in the preceding provisions of this definition to charge reasonable fees, charges, penalties, interest or other amounts, NTTA shall determine and assess Incidental Charges under this Tolling Services Agreement consistent with its practices in respect of its own facilities.

Independent Engineer has the meaning set forth in Section 30.

Independent Engineer Agreement has the meaning set forth in Section 30.

Initial Performance Security Amount has the meaning set forth in the definition of "Required Performance Security Amount."

Intellectual Property Rights means all intellectual property rights throughout the world, including all copyrights, copyright registrations and applications, patent rights, know-how, trade secrets, author's rights, algorithms, computer software and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof.

Interface Control Document or **ICD** means the document attached as Attachment 3 to this Tolling Services Agreement setting forth interface standards for NTTA's CSC Host and the ETCS, including the manner in which data shall be transmitted and received between NTTA's CSC Host and the ETCS, as such document may be revised or updated by NTTA from time to time.

Interoperability Functions means electronic funds transfer and clearing functions and capabilities established and operated by NTTA to enable the settlement and payment to the trustee under the Facility Trust Agreement of electronic toll charges for Transponder Transactions on the Facility by vehicles equipped with transponders issued by Toll Operators and Transponder Issuers other than NTTA.

Interoperable Transactions means Transactions involving Toll Operators other than NTTA; except that if NTTA's provision of services under this Tolling Services Agreement has been suspended or terminated, whether due to the Developer's exercise of step-in rights under Section 19 or for any other reason, **"Interoperable Transactions"** means Transactions involving Toll Operators other than an entity that is providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

Interoperable Transponder Transactions means Transponder Transactions involving transponders of Transponder Issuers other than NTTA; except that if NTTA's provision of services under this Tolling Services Agreement has been suspended or terminated, whether due to the Developer's exercise of step-in rights under Section 19 or for any other reason, **"Interoperable Transponder Transactions"** means Transponder Transactions involving transponders of Transponder Issuers other than an entity that is providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

Master Cash Collateral Trust Account has the meaning set forth in Section 16(a).

Monthly Valuation Date means the last day of each calendar month that is a Business Day that is also a day on which the Collateral Account Trustee is open for business. The first Monthly Valuation Date shall be the last day of the calendar month in which NTTA

causes the initial amount to be funded into the Facility Cash Collateral Sub-Account pursuant to clause (ii) of Section 16(a).

New TSA has the meaning set forth in Section 23(e).

Non-Compliance Deduction has the meaning set forth in Section 6(e).

Non-Compliance Points has the meaning set forth in Section 6(e) and Attachment 2 to this Tolling Services Agreement.

NTTA means the North Texas Tollway Authority.

NTTA Compensation has the meaning set forth in Section 6(a).

NTTA Custodian has the meaning set forth in Section 1 of Attachment 6 to this Tolling Services Agreement.

NTTA Master Custody Agreement has the meaning set forth in Section 2(e).

NTTA Master Custody Arrangement has the meaning set forth in Section 2(e).

NTTA Prospective Compensation Damages Limit means the greater of the following:

(a) the amount determined by subtracting (x) the Average Monthly NTTA Cost of Services from (y) the Average Monthly NTTA Compensation and multiplying the difference by 60; or

(b) the amount determined by multiplying (x) the Average Monthly NTTA Compensation by (y) ten percent (10%) and then multiplying the product so obtained by 60.

NTTA's CSC Host means the central computer system of NTTA that supports customer service center account management functions for toll road facilities owned by NTTA.

Open Book Basis means allowing each Party to review all underlying assumptions and data of the other Party associated with pricing or compensation (whether of Developer or NTTA) or adjustments thereto, including assumptions and data as to marginal costs or other applicable costs, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, traffic volumes by User Classification, Toll Revenues, changes in toll rates, and other items reasonably required to satisfy the Party as to the reasonableness of the amount.

Party means Developer or NTTA, as the context may require, and "**Parties**" means Developer and NTTA, collectively.

Patron Confidential Information has the meaning set forth in Section 4(n)(i).

Payment Period means each calendar month during the Term of this Tolling Services Agreement from and after the Service Commencement Date for the Facility (or for the

Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), which shall include (if such Service Commencement Date occurs on a date other than the first day of a calendar month), the partial calendar month from and after such Service Commencement Date and which also shall include any partial calendar month at the end of the Term.

Performance Standards means the requirements, measures and standards for NTTA's performance set forth in Attachment 2 to this Tolling Services Agreement.

Permitted Person for purposes of Section 30 of this Tolling Services Agreement means (i) the partners, members, shareholders, directors, managers, officers, employees, advisors and consultants of the Parties who have a reasonable need to know the related information, (ii) accountants, attorneys, consultants and other professionals rendering services in connection with the Facility or this Tolling Services Agreement and (iii) lenders and potential lenders to the Facility or to the applicable Party.

Qualified Financial Institution means a United States national bank with capital, surplus and undivided profits aggregating at least $100,000,000, the short term securities of which are rated at least A-1 by Standard & Poor's Rating Services, a division of the McGraw Hill Companies, and at least P-1 by Moody's Investors Services, Inc.

Replacement Provider Compensation Damages Limit means in the case of any termination or step-in (by Developer due to a default by NTTA), the difference in the compensation payable to such replacement service provider and the compensation that would have been payable to NTTA hereunder for five years, utilizing in each instance regular rates of compensation of such replacement service provider.

Required Performance Security Adjustment Date means (a) in the case of the first Required Performance Security Adjustment Date, the July 1 that immediately follows the date of the funding of the amount initially funded into the Facility Cash Collateral Sub-Account pursuant to clause (ii) of Section 16(a), and (b) in the case of each subsequent Required Performance Security Adjustment Date, each succeeding July 1 thereafter during the Term.

Required Performance Security Amount shall mean (a) for the period beginning on the date of the funding of the amount initially funded into the Facility Cash Collateral Sub-Account pursuant to clause (ii) of Section 16(a) (the "Initial Funding Date") and ending on and including the immediately following June 30, such amount that is initially funded pursuant to clause (ii) of Section 16(a) (the "Initial Performance Security Amount"); (b) for the next succeeding 12 month period beginning on the first Required Performance Security Adjustment Date and ending on and including the day immediately preceding the second Required Performance Security Adjustment Date, the amount that is equal to the sum of (x) the Initial Performance Security Amount plus (y) interest on the Initial Performance Security Amount at the rate of two percent (2%) per annum for the period from and after the Initial Funding Date and ending on and including the June 30 immediately following the Initial Funding Date; and (c) for each succeeding 12 month period beginning on a Required Performance Security Adjustment Date and ending on and including the day immediately preceding the next Required Performance Security Adjustment Date, the amount that is equal to 102% of the amount that was the Required Performance Security Amount for the immediately preceding 12 month period. For

example, if the Initial Performance Security Amount is $8,900,000 and such amount is funded on April 1, then the Required Performance Security Amount as of the first Required Performance Security Adjustment Date (i.e., the following July 1) would be $8,944,378.08 (assuming a 365 day calendar year), and the Required Performance Security Amount as of the second Required Performance Security Adjustment Date (i.e., the next July 1) would be $9,123,265.64.

Service Period means (a) the ten-year period beginning on the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) and ending on the day before the tenth anniversary of such Service Commencement Date, and (b) beginning on the tenth anniversary of such Service Commencement Date, each successive five-year period thereafter.

Service Year shall mean each twelve (12) month period during the Term commencing on the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) or an anniversary thereof and ending on (but including) the day before the next succeeding anniversary of such Service Commencement Date.

Statewide Confidentiality Protocols has the meaning set forth in Section 4(n)(ii).

Term has the meaning set forth in Section 3(a).

Tolling Services Agreement means this Tolling Services Agreement between NTTA and Developer.

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

Toll Operator Dispute Account means the trust account by that name established or to be established under the Facility Trust Agreement.

Transaction means either a Transponder Transaction or a Video Transaction; and **Transactions** means all Transponder Transactions and Video Transactions.

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

Transponder Transaction means each electronic record of a toll, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to NTTA's CSC Host in accordance with the ICD and Section 9 (including where the transmission is not received due to problems, downtime or other malfunction of NTTA's CSC Host) respecting a vehicle that (a) passes through a toll lane on the Facility, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

TxDOT means the Texas Department of Transportation.

TxDOT Master Custodial Agreement has the meaning set forth in Section 2(e).

Unpostable Transponder Transaction means a Transponder Transaction that cannot be posted to an NTTA customer account due to reasons other than malfunctions of NTTA's CSC Host.

Variable Transaction Fee has the meaning set forth in Section 6(c).

Video Transaction means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to NTTA's CSC Host in accordance with the ICD (including where the transmission is not received due to problems, downtime or other malfunction of NTTA's CSC Host) respecting (a) a Candidate Vehicle under subsection (b) of the definition of Candidate Vehicle that passes through a toll lane on the Facility, (b) a vehicle that passes through a toll lane on the Facility and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the times of debit and re-debits to pay in full the applicable Transponder Transaction toll rate, or (c) a vehicle that passes through a toll lane on the Facility and is equipped with a transponder that is issued by a Transponder Issuer other than NTTA but the Transponder Issuer for any reason fails to transmit to NTTA the full toll for the Transaction by the deadline by which it is obligated to do so under its interoperability protocols and agreements with NTTA.

Attachment 2

Performance Standards and Non-Compliance Points

Performance Standard	Std.	Points
1. Non-Compliance Deduction Related Non-Compliance Points		
1. Less than 5% of walk in customers at the "store front" kept waiting for greater than ten minutes before being seen by NTTA staff, as demonstrated by statistically reliable random sampling each month.	<5% greater than 10 mins.	4
2. Call Efficiency – 80/20 service level with 80% of calls to be answered within 20 seconds.	80% in 20 seconds	3
3. Customer service requests via NTTA's Online CSC will be responded to within 2 business days.	within 2 business days	3
4. 95% of customer service requests via email, facsimile, and postal mail will be responded to within 2 business days.	within 2 business days	2
5. Customer Service Hours – operating sales office with walk in customer service manned in-person 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding NTTA-observed holidays		1
6. Customer Service Hours – manned telephone coverage 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding NTTA-observed holidays, and 24 hour availability of IVR system. Faults to telephone line and/or IVR rectified as soon as possible but no later than within 24 hours, with the possible exception of faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
7. 24X7 availability of secure customer access through NTTA Online CSC (in English and Spanish) for account maintenance purposes (including opening an account, changing information on an account, viewing account status and statements, and replenishing an account balance, etc.). Faults that result in NTTA Online CSC being unavailable (outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control) rectified as soon as possible but no later than within 24 hours.	within 24 hours	3
8. 24X7 availability to receive email. Faults to email availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
9. 24X7 availability to receive facsimile. Faults to facsimile availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control.	within 24 hours	1
10. Call abandon rate less than or equal to 4%.	< or = 4%	2
11. 96% of escalations received via the Service Recovery Process receive a response within one Business Day.	96%	2
12. 96% of Customer Service Specialists will have at least two customer interactions monitored each month.	96%	3
13. The NTTA Customer Service Center shall maintain a 90% or higher quality monitoring rating each month, based on evaluations using the quality monitoring form appended to this Attachment 2 as Appendix A.	>90%	3
14. NTTA CSC Host Availability - NTTA CSC Host shall be available to receive information from Developer on a 24X7 basis (excluding scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control). Any fault that results in NTTA CSC Host being unavailable (outside of scheduled maintenance and failures due to non-NTTA equipment or failures outside NTTA's control) rectified as soon as possible but no later than within 24 hours.	24 hours	4
15. Reconciled monthly financial reports under **Section 14(a)** shall be available by the 15th day of the month following the month being reported upon.	15 days	4
16. Monthly Delinquent Payment Deduction report under **Section 14(d)** shall be available by the 15th day of the month following the month being reported upon.	15 days	4

17. Monthly Non-Compliance Deduction report under **Section 14(e)** shall be available by the 15th day of the month following the month being reported upon.	15 days	4
18. Determine and document disposition of 98% of customer disputes within five Business Days after notice of dispute received by telephone, by email, by written correspondence or in person. Rejection or request for further information due to insufficient information from customer constitutes a determination and disposition.	Within 5 business days	3
19. For customer disputes determined to require a refund of an overcharge, issue 99% of customer refunds (and mail if appropriate) within five Business Days after resolution of dispute.	Within 5 business days	3
20. For any customer correspondence requiring a written response, including requests for written receipts, 98% are provided a written response within three Business Days	Within 3 business days	2
21. Where relevant and to the extent not already included in NTTA reports to the Developer, provide Developer with reports as discussed under Sections 14(f) and 14(h).	N/A	5
22. NTTA shall deliver to Developer such other information as Developer or any Lender may reasonably request (and that is reasonably available to NTTA within the time frame for delivery contemplated for this Performance Standard) to operate the Facility and to evaluate NTTA's compliance with and performance of this Tolling Services Agreement.	Within 3 business days	1
23. NTTA will not charge a User more than once for a single transaction submitted to the NTTA by the Developer.	100%	3
24. NTTA will not charge a toll different than that identified by the Developer.	100%	3

Appendix A to Attachment 2

Quality Monitoring Forms

(Refer to Item 13 of Attachment 2)

Call Quality

Opening	Yes	No	N/A
Greets customers and thanks them for calling			
Branded the call NTTA			
Provided their name and department name			
Obtains/Verifies necessary customer information for call type			

Category Comment:

Customer Account Information	Yes	No	N/A
Verify/Update account address			
Verify/Update account e-mail address			
Verify/Update account phone number			
Verify/Update account vehicle information			

Category Comment:

Analytical Skills	Yes	No	N/A

Asks probing/clarifying questions * (Forfeit)

Actively listens * (Forfeit)

Category Comment:

Resolution	Yes	No	N/A
Provides best option(s) for resolution			
Utilized available tools			
Accurately noted account and made appropriate changes/updates			
Educates customer			

Category Comment:

Call Handle Procedures	Yes	No	N/A
Follows hold proper steps (i.e. - asks for permission, thanks for holding)			
Follows proper transfer steps (i.e. - explains transfer process/follows hold procedure/debriefs person receiving transfer/Thanks Customer)			

Category Comment:

Professionalism	Yes	No	N/A
Courteous, professional tone			
Speaks clearly			
Uses customer name or Sir/Madam			
Provides clear, concise information			
Avoids use of technical/internal jargon			

Manages dead air time

Avoids interrupting customer

Conveys appropriate empathy

Defuses customer anger

Category Comment:

Closing	Yes	No	N/A
Summarizes call and actions taken			
Offers additional assistance and mentioned website option			
Expressed appreciation - Thank You			
Asked - Is there anything else I can help you with?			
Branded the closing - NTTA			

Category Comment:

Section Comment:

Summary

Rating: <Automatic>

Comments:

Microsoft Excel - ssqmform

Support Services Quality Monitoring Form

CSS:

Team Lead:

Process: Image Review

Date:

Accuracy / Timeliness	Score	
	40	of 40

Communication Skills / Customer Service	Score	
	40	of 40

Analytical Skills / Decision Making	Score	
	20	of 20

Total Score	100%

Quality Evaluation Form – NTTA

(Customer Center)

CSS Name: _____ Date: _____

Observer: _____ Time: _____

1.0 INTRODUCTION	(Total Possible = 20) Score	Notes
1.1 Properly greeted customer	☐ Yes = 10, ☐ No = 0	
1.2 Offered assistance	☐ Yes = 10, ☐ No = 0	
2.0 REASON FOR VISIT	**(Total Possible = 20) Score**	**Notes**
2.1 Restated customer issue for clarification	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.2 Asked fact-finding questions to obtain necessary information	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.3 Validated customer information	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.4 Responses indicated understanding of issue	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
3.0 RESOLUTION	**(Total Possible = 20) Score**	**Notes**
3.1 Utilized available tools	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.2 Provided best options for resolution	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.3 Provided accurate and complete explanations	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.4 Verified customer understanding of information and/or explanation provided	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.5 Accurately noted account and made appropriate changes/updates	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
4.0 CLOSING	**(Total Possible = 20) Score**	**Notes**
4.1 Mentioned website option	☐ Yes = 5, ☐ No = 0	
4.2 Asked, "Is there anything else I can help you with?"	☐ Yes = 10, ☐ No = 0	
4.3 Expressed appreciation "Thank You"	☐ Yes = 5, ☐ No = 0	
5.0 CUSTOMER EXPERIENCE	**(Total Possible = 20) Score**	**Notes**
5.1 Managed customer effectively	☐ Yes = 4, ☐ No = 0	
5.2 Consistently acknowledged customer	☐ Yes = 2, ☐ No = 0	
5.3 Empathized by sincerely acknowledging customer emotion	☐ Yes = 2, ☐ No = 0, ☐ NA = 2	
5.4 Used effective listening skills, did not interrupt	☐ Yes = 2, ☐ No = 0	
5.5 Apologized when appropriate	☐ Yes = 2, ☐ No = 0, ☐ NA = 2	
5.6 Clearly articulated words	☐ Yes = 2, ☐ No = 0	
5.7 Built rapport using winning words	☐ Yes = 2, ☐ No = 0	
5.8 Maintained professional tone and temper	☐ Yes = 4, ☐ No = 0	
6.0 BONUS		
☐ Managed / Handled objections	☐ Yes = 2, ☐ No = 0	
☐ Recovered customer in difficult situations	☐ Yes = 2, ☐ No = 0	
☐ Prevented escalation	☐ Yes = 2, ☐ No = 0	
TOTAL SCORE: _____	Comments:	

Quality Evaluation Form
Customer Center

Revised 6/2004

Attachment 3

Interface Control Document

[ICD follows this page.]

Attachment 4

List of Transponder Models Establishing Benchmark Transponder Performance

TransCore Model Number	Power	Internal/ External	Mounting Surface	Agency
AT5544	Battery	either (sealed case)	non-metallic	HCTRA
AT5545	Battery	either (sealed case)	metallic	HCTRA
AT5547	Battery	internal	non-metallic	HCTRA
AT5140	Battery	external (bumper)	metallic or non-metallic	HCTRA
eGo Plus 0700	Beam	printable sticker tag	window	HCTRA
AT5100	Beam	internal	non-metallic	NTTA
AT5145	Beam	external (bumper)	metallic or non-metallic	NTTA
eGo Plus 0700	Beam	printable sticker tag	window	NTTA
eGo Plus 0700	Beam	printable sticker tag	window	TxDOT
AT5145	Beam	external (bumper)	metallic or non-metallic	TxDOT
AT5544	Battery	either (sealed case)	non-metallic	TxDOT

Attachment 5

Methodology for Calculation Pursuant to Section 16(a)

[Methodology follows this page.]

Attachment 6

CERTAIN TERMS TO BE INCORPORATED IN THE NTTA MASTER CUSTODY AGREEMENT

1. Toll Facilities Covered. The NTTA Master Custody Agreement will include provisions contemplating that all toll revenue funds collected by NTTA for all toll facilities in Texas (including any toll roads owned and operated by NTTA for which NTTA was also undertaking such services and any toll roads not owned by NTTA but for which NTTA had contractually agreed to provide toll collection and enforcement services) would be directed to the custodian thereunder (the "NTTA Custodian") for further handling under the terms of the NTTA Master Custody Agreement, and contemplating that NTTA also provides general clearinghouse services related to its toll collection services.

2. Toll Revenues Covered. The NTTA Master Custody Agreement will include express confirmation by NTTA that toll revenues collected by NTTA that accrue from operation of any toll road by a Designated Beneficiary (defined below) belong to and are the property of such Designated Beneficiary, and are not the property or assets of NTTA (except to the extent that NTTA is a Designated Beneficiary), and that in performing its collection services NTTA is acting as an intermediary and agent for such Designated Beneficiary. To the extent that NTTA pays any Designated Beneficiary in advance for the amount of any expected toll revenues NTTA will collect for a particular transaction, such Designated Beneficiary's rights to such expected toll revenues shall thereupon be deemed assigned to NTTA, and NTTA shall be entitled to direct the NTTA Custodian to pay to NTTA such toll revenues for its own account when actually received for such transaction, as contemplated by the applicable tolling services agreement; provided, however, that NTTA shall not instruct the NTTA Custodian to make any payment to NTTA in respect of such toll revenues unless each Person entitled to receive NTTA toll revenues for transactions prior to the transaction for which such toll revenues have been collected has been paid in full, it being agreed that all payments made by the NTTA Custodian are intended to be subject to the specified priorities described in clause (iii) of paragraph 5 below.

3. Lockbox Accounts. The NTTA Master Custody Agreement will provide for establishment and maintenance of separate lockbox accounts for incoming toll revenue receipts and receipts relating to prepaid accounts of NTTA tag holder customers (lockboxes would be separately set up for receipts from (i) other transponder issuers in respect of transactions by their tag holder customers, (ii) NTTA tag holders, and (iii) video transactions).

4. Custodial Accounts. The NTTA Master Custody Agreement will provide for the establishment and maintenance of separate custodial securities accounts (or separate custodial trust accounts) that reflect the different sources of the toll revenues deposited therein: (i) an account to hold all funds prepaid by NTTA tag holder customers; (ii) an account for payments by NTTA tag holders for transactions not prepaid, (iii) an account for video transaction revenues, and (iv) an account for revenues received from other transponder issuers.

5. Withdrawal Mechanics. The NTTA Master Custody Agreement will include provisions providing for the mechanics of withdrawals from or transfers among

the accounts on a daily basis, and the priority of application of withdrawn proceeds to different specified purposes, including (i) the NTTA Custodian's obligation to move funds as directed by NTTA (but subject to agreements regarding shortfall of funds), (ii) NTTA's obligation to direct such movement of funds (and the rights of a Designated Beneficiary to enforce such obligation with respect to any transfer to be made to or for the benefit of such Designated Beneficiary), (iii) the specified priorities for the movement of funds based on the order in which transactions are received by NTTA's CSC Host, with earlier transactions being prior to later transactions, (iv) ensuring that funds related to the North Tarrant Express Project will only be paid to Developer and not to developers of other facilities, and (v) procedures for distribution of remaining funds if NTTA no longer provides general clearinghouse services (and the right of a Designated Beneficiary to stop distribution of funds to NTTA to the extent of outstanding amounts due such beneficiary).

6. Designated Beneficiaries; Developer Joinder Agreement. The NTTA Master Custody Agreement will include mechanics for adding designated third party beneficiaries (each, a "Designated Beneficiary") by entry into a joinder or other designation agreement with certain minimum specified terms, and identifying the rights and remedies of any such Designated Beneficiaries, certain limitations on rights and remedies, and confirming that any Designated Beneficiary's rights could not be materially changed without its consent. For avoidance of doubt, NTTA also will be a Designated Beneficiary. The NTTA Master Custody Agreement will provide that any such joinder or other designation agreement will:

(i) include NTTA's designation of the Developer as a Designated Beneficiary in connection with tolls for the Facility, with specified rights applicable to all Designated Beneficiaries under the NTTA Master Custody Agreement (including the right to pledge its rights as a Designated Beneficiary to any of its creditors),

(ii) include each of NTTA's and the NTTA Custodian's acknowledgement of those rights and the NTTA Custodian's agreement to transfer amounts required to be transferred to the Developer, as a Designated Beneficiary and as specified in the NTTA Master Custody Agreement, to the Facility Trustee,

(iii) expressly state the intention of the parties that the NTTA Master Custody Agreement and arrangements described therein are intended to keep collected toll revenues from operation of the Facility out of NTTA's possession and to isolate them with the NTTA Custodian until appropriate allocation among the various parties (including, as applicable, NTTA) involved in the toll road management and operations in Texas,

(iv) provide that the Developer's rights as a Designated Beneficiary under the NTTA Master Custody Agreement continue until such rights are terminated when all amounts due to the Developer from NTTA are paid in full or defeased by funds put in trust sufficient to pay all disputed and undisputed amounts, and

(v) be subject to substantially the same dispute resolution procedures set forth in the Tolling Services Agreement applicable to disputes between NTTA and the Developer.

7. Monitoring and Equality of Rights of Beneficiaries. The NTTA Master Custody Agreement will include specific provisions designed to enable a Designated Beneficiary to monitor the operation of the custodial accounts and NTTA's performance of its anticipated functions thereunder, including without limitation notice provisions regarding certain events (such as NTTA not providing any required notice, certificate or filing as contemplated by the NTTA Master Custody Agreement). In addition, NTTA will agree to not name any Person as a Designated Beneficiary with rights that would interfere with, or create a priority over, rights of any other Designated Beneficiary.

8. Miscellaneous. The NTTA Master Custody Agreement will include miscellaneous provisions providing for appropriate distribution and treatment of accounting records concerning the accounts, tax treatment, limitation on eligible investments, qualifications of the NTTA Custodian and any successor custodian (including minimum capital, other than borrowed capital, and surplus), waiver of custodial security interests, and rights of the NTTA Custodian.

Attachment 7

Initial Designation of Authorized Representatives

For NTTA:

Name: Clayton K. Howe

Title Assistant Executive Director of Operations

Address: 5900 W. Plano Parkway, Plano, Texas 75093

Office Tel: 214.461.2000

Mobile Tel: 214.325.5459

Fax: 972.930.2625

Email: chowe@NTTA.org

For Developer:

Name: Nicolas Rubio

Title: Authorized Representative

Address: 9600 Great Hills Trail, Suite 250E, Austin, TX 78759

Office Tel: 512.637.8545

Mobile Tel: 512.496.1098

Fax: 512.637.1498

Email: nrubio@cintra.us.com

Attachment 8

Example of Calculation of Delinquent Payment Deduction

***Typical* Monthly Delinquent Payment Deduction**

Month:	December, 2007	
LIBOR on 12/1/07	8%	
LIBOR + 400 basis points	12%	(100 Basis points = 1%)

Business Date	Due Date	Payment Date	Number of Days	Amount	Delinquent Payment Deduction
12/3/2007	12/5/2007	12/6/2007	1	$100,000.00	$32.88
12/4/2007	12/6/2007	12/8/2007	2	$125,000.00	$82.19
				Total	$115.07

Attachment 9

Example of Calculation of Non-Compliance Deduction

Typical Non-Compliance Deduction Calculation		
Adjusted Payment Period Compensation	#########	
Monthly Non-Compliance Reduction %	2%	For this Sample Month, the NTTA was non-compliant in performance which resulted in 18 Non-Compliance points. The Reduction % is then 2%.
Monthly Non-Compliance Deduction	$2,000.00	

Attachment 10

Example of Reclassification Report

[Example follows this page.]

Attachment 11

Summary of Certain Terms of NTTA's Business Continuity Plan

[Summary follows this page.]

Attachment 12

Summary of NTTA's Audit and Reconciliation Procedures

[Summary follows this page.]

Attachment 13

Summary of NTTA's Marketing/Distribution Activities

[Summary follows this page.]

EXHIBIT 23-B

FORM OF TXDOT TOLLING SERVICES AGREEMENT

[Attached]

EXHIBIT 23B

FORM OF TXDOT TOLLING SERVICES AGREEMENT

TOLLING SERVICES AGREEMENT

SEGMENTS 3A AND 3B

OF

NORTH TARRANT EXPRESS PROJECT

Between

TEXAS DEPARTMENT OF TRANSPORTATION

and

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

Dated _____, 2013

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Attachment 2 Performance Standards and Non-Compliance Points

Attachment 3 Interface Control Document

Attachment 4 List of Transponder Models Establishing Benchmark Transponder Performance

Attachment 5 [Reserved]

Attachment 6 [Reserved]

Attachment 7 Initial Designation of Authorized Representatives

Attachment 8 Example of Calculation of Delinquent Payment Deduction

Attachment 9 Example of Calculation of Non-Compliance Deduction

TOLLING SERVICES AGREEMENT

THIS TOLLING SERVICES AGREEMENT (the "Tolling Services Agreement") is entered into and effective as of _____, 2013 by and between the Texas Department of Transportation a public agency of the State of Texas ("TxDOT"), and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("Developer"), with reference to the following facts.

RECITALS

A. On June 23, 2009, the Texas Department of Transportation ("TxDOT") and NTE Mobility Partners Segments 2-4 LLC, an affiliate of Developer ("Developer Affiliate") entered into a Comprehensive Development Agreement (the "CDA") to provide the framework for Developer Affiliate to collaborate with TxDOT for the conceptual, preliminary and final planning along with some or all of the development, design, construction, financing, operation and maintenance, of one or more facilities of the North Tarrant Express Project set forth in the CDA, including the Segments 3A and 3B Facility (referred to herein as the "Facility").

B. On July 6, 2011, TxDOT and Developer Affiliate agreed upon a Facility Implementation Plan for the development of the Facility in accordance with the CDA.

C. On March 1, 2013, pursuant to the Facility Implementation Plan and in accordance with the CDA, TxDOT and Developer entered into a Facility Agreement (the "Agreement") for the design, construction and/or reconstruction of general purpose lanes, managed lanes, railroad improvements, frontage roads, and crossing streets, utility adjustments, the establishment of tolling operations, and maintenance and operation of the Facility in Tarrant County, Texas.

D. Pursuant to the Agreement, Developer has the right and obligation to, among other things, impose, collect and enforce tolls for use of the Facility by means of an Electronic Toll Collection System.

E. Developer entered into a Tolling Services Agreement with North Texas Tollway Authority ("NTTA") pursuant to the Agreement, for NTTA to provide certain toll collection, enforcement and interoperability functions and services for the Facility.

F. Pursuant to Sections 8.7.5 and 8.7.6 of the Agreement, TxDOT agreed to provide such toll collection, enforcement, and interoperability functions and services to the Facility if the conditions and/ or circumstances set forth therein were to occur.

G. On _____, 20___ Developer exercised its option pursuant to Section 8.7 of the Agreement with regard to such toll collection, enforcement and interoperability functions and services for the Facility. TxDOT is willing to provide such services for Developer on and subject to the terms and conditions of this Tolling Services Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Tolling Services Agreement, TxDOT and Developer agree as follows:

1. Definitions and Interpretation

   (a) Certain terms used herein have the respective definitions set forth in Attachment 1 to this Tolling Services Agreement.

(b) Other capitalized terms used but not defined herein have the respective meanings set forth in the Agreement.

(c) Notwithstanding anything to the contrary set forth herein, any reference made in this Tolling Services Agreement to the practices and procedures that TxDOT follows in respect of its own facilities in respect of the standards or type of services to be provided pursuant to this Tolling Services Agreement shall be deemed to include at a minimum performance at a level which is consistent with the practices and procedures of TxDOT at the time of execution of this Tolling Services Agreement, and with the Performance Standards under or other requirements of this Tolling Services Agreement.

2. Engagement and General Statement of Responsibilities

Developer hereby engages TxDOT to provide the services described herein during the Term (as defined herein), and TxDOT hereby accepts such engagement. The Parties' general responsibilities under this Tolling Services Agreement include the following (with the following general description to be without limitation on the parties' respective other responsibilities and obligations provided for pursuant to the other terms and conditions of this Tolling Services Agreement):

(a) Developer's general responsibilities include:

(i) Developer shall install, replace and maintain in good condition throughout the Term equipment that complies with the requirements of the Agreement and that will identify vehicles equipped with a transponder issued by TxDOT (either directly by TxDOT or though a TxDOT-approved distributor) or another Toll Operator and video equipment and related lane controller equipment designed to capture video images of and/or data concerning vehicles passing through tolling stations as required by the Interface Control Document.

(ii) Developer shall be responsible for capturing data evidencing each Transponder Transaction and Video Transaction and transmitting a properly formed Transaction to TxDOT (which will include all of the information required by the ICD for each such Transaction) in accordance with this Tolling Services Agreement pursuant to the ICD or any other communications protocols in effect hereunder from time to time. Without limiting the foregoing, Developer shall be responsible for (A) determining the applicable toll for each Transaction and transmitting the applicable toll information to TxDOT with its transmittal of other Transaction data pursuant to the preceding sentence, and (B) conducting all video image reviews and Transaction matching required to determine Video Transactions. TxDOT shall not have any responsibility for any of the activities described above in this paragraph (ii). Responsibility for enforcement of high occupancy vehicle rules and requirements is exclusively governed by the Agreement.

(iii) Developer shall be responsible for all interoperable fees, the cost of which shall be paid in accordance with the applicable interoperability interlocal agreement.

(iv) Developer shall be responsible for providing reasonably detailed information to TxDOT from time to time for purposes of training TxDOT's customer service personnel adequately to respond to customer inquiries concerning Developer's dynamic or other toll pricing models.

(v) Developer shall not issue any transponders to or impose any tolls on Users in connection with the Facility other than as permitted or contemplated by this Tolling Services Agreement, and Developer otherwise shall not take any actions in competition with the rights and responsibilities of TxDOT hereunder (provided, however, that the foregoing shall not preclude Developer from marketing activities, from distributing TxDOT-issued transponders on its own premises in its capacity as a distributor of TxDOT, from exercising rights and remedies expressly provided to Developer hereunder in respect of this Tolling Services Agreement or in the Agreement in respect of the Agreement, and activities of Developer or any of its affiliates in connection with other toll roads).

(b) TxDOT's general responsibilities include:

(i) TxDOT shall post Transponder Transactions to customer accounts in accordance with Section 4(a)(iv) hereof.

(ii) TxDOT shall provide Interoperability Functions in accordance with Section 5 hereof.

(iii) TxDOT shall process Video Transactions in accordance with Section 8 hereof.

(iv) TxDOT shall remit payments to Developer in respect of Video Transactions and Transponder Transactions in accordance with Section 7 hereof.

(v) TxDOT shall utilize and make available its Customer Service Center services for handling of customer inquiries and complaints, as provided in Section 4(a)(i) hereof.

(vi) TxDOT shall provide account management and other back office services in accordance with this Tolling Services Agreement, including Section 4(a) hereof.

(vii) TxDOT shall provide toll collection enforcement services, which shall include transmittal of violation notices, collection efforts (including, at TxDOT's option, utilization of a third party collection agency) and other actions permitted by applicable Law (including court action) and in accordance with the Performance Standards and the practices and procedures that TxDOT follows in respect of its own facilities.

(c) Developer and TxDOT acknowledge and agree that, particularly in view of the stated Term (as defined in the Agreement) of the Agreement and the Term of this Tolling Services Agreement, changes may occur during the Term in mobility and

tolling equipment, technology and operations, interoperability standards and protocols and in business and commercial practices that may warrant the Parties' consideration and implementation of changes in the equipment, technology or practices utilized in connection with the Facility and/or changes to this Tolling Services Agreement and the Parties' respective responsibilities and obligations hereunder in order to more effectively provide for the performance of the services contemplated and intended by this Tolling Services Agreement. Developer and TxDOT further acknowledge that Developer may need to change equipment, technology and practices to maintain interoperability as required by Section 12.1.3 of the Agreement. Developer and TxDOT agree to reasonably cooperate with each other in considering any such changes and to implement the same to the extent such implementation may be achieved in a commercially reasonable manner and the proposed changes are consistent with technology and practices then used and/or followed by TxDOT with respect to its own facilities. In connection therewith, Developer and TxDOT also shall consider in good faith any adjustments (if any) in the compensation payable to TxDOT hereunder in light of such changed circumstances. Any such changes shall be made in accordance with Section 17.

(d) TxDOT shall put into effect the Custodial Arrangements as and when set forth in Section 8.7.8 of the Agreement. TxDOT hereby disclaims any interest in funds owing or remitted to TxDOT by or on behalf of a User for a Transaction, and TxDOT, via the Custodial Arrangements, shall be deemed to be a collecting agent acting on behalf of Developer with respect to such amounts owing or remitted by or on behalf of the applicable Users and owed to and not yet paid to Developer; provided that to the extent the trustee under the Facility Trust Agreement receives payments for tolls from Transactions in advance of collection of the tolls (in accordance with Section 7), Developer's rights to Toll Revenues in respect of such Transactions shall thereupon be deemed assigned to TxDOT, and TxDOT shall be entitled, through the Custodial Arrangements, to receive from the custodian and retain the corresponding amounts subsequently collected from or on behalf of applicable Users for TxDOT's own account and as its own funds.

3. Term; Transition of Services

(a) The term (the "Term") of this Tolling Services Agreement commences on the date hereof and, subject to earlier termination in accordance with Section 19, shall expire either:

(i) If this Tolling Services Agreement is entered into pursuant to Section 8.7.5 of the Agreement, then the later of (A) five years after the Cutover Date or (B) on the date the NTTA fully cures its default under the NTTA Tolling Services Agreement and completes transfer of TxDOT's services, functions, rights and responsibilities back to the NTTA in accordance with a transition plan and schedule reasonably approved by TxDOT, Developer and the NTTA; or

(ii) If this Tolling Services Agreement is entered into pursuant to Section 8.7.6 of the Agreement, then two years after the Cutover Date.

(b) Subject to Sections 4(c) and 12(c), Developer and TxDOT shall diligently cooperate and coordinate to accomplish transition of customer service, back office services and electronic funds transfer functions from NTTA to TxDOT's customer service center and CSC Host by the Cutover Deadline, in accordance with the transition plan adopted by Developer and NTTA under the NTTA Tolling Services Agreement and consistent with TxDOT's systems and procedures. Without limiting the foregoing, and subject to Sections 4(c) and 12(c), TxDOT shall (i) cooperate and coordinate with Developer in its efforts to conduct and satisfy all performance testing of interconnection and interoperability of the ETCS with the TxDOT's CSC Host, in accordance with Developer's testing and commissioning plans; and (ii) conduct testing prior to and/or within a reasonable time after the Cutover Deadline, pursuant to such transition plan and consistent with TxDOT's systems and procedures, to reasonably demonstrate to Developer the capability of TxDOT's information technology and management systems and personnel to effectively receive, track, process and report Transaction data for both Transponder Transactions and Video Transactions. TxDOT shall be entitled to payment from Developer of all costs and expenses TxDOT incurs in connection with the transition of services, functions, rights and responsibilities from NTTA to TxDOT, including in connection with TxDOT's efforts described in this Section 3(c). Developer shall reimburse TxDOT within 30 days after Developer receives any TxDOT invoice for such costs and expenses.

(c) At the end of the Term or upon earlier termination of this Tolling Services Agreement, TxDOT shall reasonably cooperate with Developer and its replacement contractor for toll collection, enforcement, and related services to provide a smooth transition of services from TxDOT to Developer and its replacement contractor. Six months after the date of this Tolling Services Agreement, (or any other date mutually agreed in writing), the Parties shall, at their cost, cooperate with each other in order to prepare, on or prior to the date that is six months after the Cutover Date, a mutually acceptable transition plan (with each Party agreeing not to unreasonably withhold its approval or assent thereto). The transition plan shall set forth protocols, procedures and terms for (i) the transition of collection and enforcement services from TxDOT to Developer or its designee respecting Transponder Transactions and Video Transactions and related Transaction data transmitted to TxDOT but for which tolls have not been collected prior to the expiration or earlier termination of this Tolling Services Agreement; and (ii) the delivery by TxDOT to Developer, on or prior to the expiration or earlier termination of this Tolling Services Agreement, of reports of (A) Transactions occurring during the Term for which TxDOT has collected and remitted tolls to Developer and received the related fees and other amounts payable to TxDOT hereunder; (B) Transactions occurring during the Term for which TxDOT has collected and remitted tolls to Developer hereunder but has not received all of the related fees and other amounts payable to TxDOT hereunder; and (C) with respect to Transactions that have occurred and the data for which has been transmitted by Developer to TxDOT but for which TxDOT has not collected and remitted tolls to Developer or received any fees or other amounts payable to TxDOT hereunder, TxDOT shall transfer such Transactions to Developer, together with any information that TxDOT has relating to such Transactions that may reasonably assist Developer in the collection of tolls for such Transactions. If TxDOT has made payment to Developer under the terms of this Tolling Services Agreement with respect to any Transactions that TxDOT

has not collected or with respect to which TxDOT has not received Incidental Charges associated with such Transactions, at the expiration or termination date, TxDOT shall be entitled (and Developer shall have no obligation) to enforce and collect such Transactions in the same manner as had been in effect immediately before the expiration or termination date. The foregoing does not obligate TxDOT to provide professional consulting services for transition planning, except pursuant to a Change Order. Other than Transaction information described above, in no event shall the transition plan require TxDOT to disclose to Developer TxDOT's proprietary information or processes. The Parties will cooperate to update the transition plan once every two years, if applicable (or annually if reasonably requested by either Party due to any change in circumstances). With respect to any termination of this Tolling Services Agreement other than due to a default by TxDOT or the exercise by TxDOT of a right to terminate this Tolling Services Agreement without cause, TxDOT shall be entitled to payment from Developer of the costs and expenses incurred by TxDOT in connection with the services and reports to be furnished by TxDOT to Developer pursuant to provisions of this Section 3(d) and such transition plan.

4. Toll Collection and Enforcement Services

(a) TxDOT shall provide complete back office functions pertaining to toll collection and enforcement for the Facility, consistent with the practices utilized by TxDOT with respect to its own facilities. Such functions shall include the following:

(i) Customer service operations providing all customer service representatives with access to all electronic account and toll violation information and ability to resolve most issues or questions with the customer (including HOV customers) through various contact channels, including (A) transponder distribution support, (B) walk-in customer service and support, (C) staffing and maintaining call center operations for customer and general inquiries with sufficient call handling capacity to answer calls in accordance with the Performance Standards, (D) operating and maintaining an industry-standard interactive voice response system in English and Spanish configured to allow customers, without charge, to obtain automated information, to transfer or be directed to a specific source of information, to access account maintenance functions and to speak in English or Spanish with a live customer service representative, (E) creating and managing an industry standard interactive web site, with the customer service center portion of the web site in English and Spanish, which may be used for disseminating information on TxDOT's transponder program and allowing a customer to conduct secure account maintenance activities such as opening an account, changing information on an account, viewing account status and statements, replenishing an account balance and with a posted privacy notice, and such web site shall allow dissemination and receipt of information simultaneously with multiple users without unreasonable delay in responses, (F) maintaining an Internet e-mail address for all inquiries and comments regarding account maintenance matters from customers and the public, (G) receipt of and response to e-mails on a timely basis during normal business hours, and (H) the ability of customers to send facsimile communications to the customer service

center 24 hours per day seven days per week, and responding to such communications during normal business hours; however, notwithstanding the foregoing, Developer acknowledges that because Developer, not TxDOT, is responsible for collecting in-lane data in respect of the Facility, TxDOT may not be able to resolve HOV customer complaints regarding whether the customer was improperly charged a single occupancy vehicle toll rate rather than an HOV toll rate, or other HOV-related disputes, questions, or inquiries, including, but not limited to, issues regarding implementation of HOV policies; therefore, TxDOT shall not be adversely affected with regard to its compliance with Performance Standards in connection with its handling of any HOV disputes (it being understood and agreed that to the extent that TxDOT is reasonably able to resolve such disputes, it shall do so);

(ii) Account management and maintenance, including setting up new personal and commercial accounts, managing transponder replacement, automatic replenishing of TxDOT accounts to pre-determined levels when accounts reach low balance thresholds, accepting payments (pursuant to payment methods consistent with those utilized by TxDOT with respect to its own facilities) to replenish accounts, and issuing monthly statements to TxDOT account holders (or other frequency as may be agreed between TxDOT and such account holders) providing an activity summary that itemizes usages, related toll charges and other Incidental Charges;

(iii) Transponder issuance and replacement;

(iv) Transaction and payment processing for Transponder Transactions, including posting Transponder Transactions against User transponder accounts, and debiting accounts for toll charges and Incidental Charges on a "first in" basis according to the date and time received by TxDOT, all subject to the Custodial Arrangements;

(v) Transaction and payment processing for Video Transactions consistent with TxDOT's practices regarding customers of its own facilities, including issuing billing statements to Video Transaction Users with itemization of toll charges and Incidental Charges, processing of payments received including reconciliation with billing statements, and accepting payment (pursuant to payment methods consistent with those utilized by TxDOT with respect to its own facilities), all subject to the Custodial Arrangements;

(vi) Violation processing and enforcement in accordance with Chapter 228 of the Texas Transportation Code or other Laws applicable to TxDOT and consistent with TxDOT's practices regarding customers of its own facilities;

(vii) Implementation of appropriate reporting, reconciliation, accounting, audit and quality assurance processes in accordance with Good Industry Practice, including internal controls to minimize the possibility of inadvertent and illegal diversion of Toll Revenues, and including (A) controlled access to all TxDOT computer systems and subsystems, (B)

control by user group scheme, (C) state of the art virus protection and firewall software and (D) maintaining a secure record of system access and breaches of security, consistent with Good Industry Practice;

(viii) Implementation of data backup and disaster recovery in accordance with Good Industry Practice and retention of Facility-related data in accordance with Section 15(d);

(ix) Provision to the appropriate governmental agencies or entities of the State of Texas of the calculation and information required to be furnished by TxDOT pursuant to Section 228.0055(b) of the Texas Transportation Code (or any successor law thereto); and

(x) Provision of all staffing, supervision, support services, data services, CSC Host equipment, and materials necessary to perform such responsibilities in a timely manner.

(b) Provided TxDOT complies with Section 4(a)(vi), decisions on whether and when to issue notices and pursue collection and enforcement actions shall be within the discretion of TxDOT. TxDOT shall exercise such discretion in the manner it makes such decisions with respect to its own tolled roadways and in accordance with Good Industry Practice.

(c) TxDOT shall solely choose the transponders to offer to Users, consistent with Section 21 of the Technical Provisions and Section 12(h); provided that Developer reserves the right (but is not obligated) to issue its own transponders that are equivalent in utility, functionality and reliability to those issued by TxDOT to any Person from and after the date either Party delivers written notice to the other Party exercising a right to terminate this Tolling Services Agreement (so long as any such notice is not rescinded). TxDOT shall issue and replace transponders expeditiously, consistent with the time periods applicable for replacement of transponders in respect of its own facilities. TxDOT shall replace its transponders whenever a customer requests replacement, and shall be entitled to collect its standard charges therefor applicable to similar transponders issued by TxDOT. TxDOT shall include transponder mounting instructions with new transponders supplied to customers, and provide transponder mounting assistance at TxDOT's customer service center or outlets to support successful installation consistent with the level of service provided customers on TxDOT's own facilities.

(d) TxDOT shall be responsible for taking reasonable steps to minimize the number of toll violations due to misuse (e.g. improper mounting or absence of transponder) by TxDOT account customers. Such responsibility shall include but not be limited to (i) providing clear transponder mounting instructions and assisting with mounting, if requested, as provided in subsection (c) above, (ii) identifying and contacting TxDOT account holders identified through Video Transactions or that incur violations, (iii) contacting TxDOT account holders to ascertain the reasons for such Video Transactions or violations and (iv) resolving such situations if reasonably possible (e.g. providing mounting instructions/assistance or a replacement transponder or obtaining updated

account information). TxDOT shall take such steps consistent with its practices regarding customers of its own facilities.

(e) TxDOT shall determine the location or locations of its call center operations and TxDOT's CSC Host. TxDOT may change any such location from time to time. If TxDOT changes any such location from the original location, it shall bear all costs of re-establishing necessary connections between the ETCS to the newly located TxDOT CSC Host equipment in connection with such relocation (and such statement of TxDOT's responsibility for such costs is not intended to limit any liability TxDOT otherwise may have under this Tolling Services Agreement for any loss of Toll Revenues owing to Developer attributable to a TxDOT breach or failure to perform). Upon the request of either Party, the Independent Engineer shall review such costs and advise the Parties concerning the accuracy of any statement thereof. Developer shall provide data to, and receive data from, TxDOT by means of the ETCS and its interface with TxDOT's CSC Host so as to enable TxDOT to enforce and collect all toll payments from Users in a timely, accurate and efficient manner.

(f) TxDOT may establish and enforce reasonable minimum amounts for opening, maintaining and replenishing electronic tolling accounts, consistent with TxDOT's practices regarding customers of its own facilities.

(g) TxDOT shall provide credit card processing services to its customers and Video Transaction Users for all major credit cards consistent with its practices regarding customers of its own facilities.

(h) TxDOT shall provide the foregoing services in accordance with the Performance Standards, the applicable provisions and requirements of this Tolling Services Agreement, and to the extent equal to or better than the foregoing requirements and standards, TxDOT also shall provide the foregoing services in accordance with TxDOT's standard management practices, procedures and protocols with which it performs such services and functions for its own facilities.

(i) TxDOT shall be temporarily excused from complying with the requirements and standards set forth in Section 4(h) to the extent its inability to comply is directly attributable to any failure or inability of Developer to comply with the Interface Control Document, or to meet the ETCS performance requirements set forth in Section 21.5 of the Technical Provisions. TxDOT shall bear the burden of providing evidence reasonably satisfactory to Developer that TxDOT exercised diligent efforts to comply.

(j) TxDOT will provide Developer access to standardized toll collection system reports described in Section 14 hereof by means of a secure website/portal.

(k) Developer and TxDOT shall conduct regular meetings (the "Developer-TxDOT Regular Meetings") at least once per month, or such other frequency as the Parties mutually approve, to review, discuss and resolve matters relating to coordination, services, quality control, performance, customer service, tolling (including any issues related to erroneous pricing set by Developer or billing by TxDOT and "readability" of transferred video images), payment and other matters arising under this Tolling Services Agreement. The Parties shall schedule all

meetings at a mutually convenient date, time and place. In addition to regularly scheduled meetings, Developer and TxDOT shall cause their respective representatives to be available at all reasonable times (generally, during regular business hours) for consultation with one another and with the Independent Engineer.

(l) Unless added by Change Order, TxDOT shall have no right or obligation to provide under this Tolling Services Agreement (i) storefront services except such services at TxDOT's customer service centers, (ii) any public relations work for the Facility, other than customer relations in the ordinary course of handling customer accounts, inquiries and communications, (iii) maintenance of a Facility web site (as distinguished from TxDOT's own web site and web-based customer service center required by Section 4(a)(i)(E) and (F)), (iv) any marketing or promotional work or services for the Facility, other than customer relations, and (v) any maintenance work on Developer's toll collection system. In no event, however, shall TxDOT be prohibited from providing any such services in connection with its own facilities or those of any third party.

(m) TxDOT recognizes that Developer is not entitled to charge tolls to Users with respect to any applicable portion of the Facility during an Emergency Mode. Developer shall not transmit transaction data to TxDOT during such periods. If Developer does so, and if TxDOT reviews any such Transaction data, TxDOT may charge Developer the Transaction fees and charges otherwise applicable to non-emergency Transactions hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees). However, TxDOT shall have no obligation to review any data transmitted in connection with Emergency Mode transactions. In the event Developer transmits to TxDOT's CSC Host any Transaction that is for an Exempt Vehicle or that is a Duplicate Transaction, TxDOT also may charge Developer the Transaction fees and charges otherwise applicable to non-Exempt vehicles or non-Duplicate Transactions (as the case may be) hereunder (including, but not limited to, Base Transaction Fees and Variable Transaction Fees).

(n) TxDOT shall maintain the toll account and travel records of Users as confidential information and in compliance with applicable Laws on notice of privacy practices and handle such information in accordance with this Section 4(n).

(i) TxDOT acknowledges that the data generated by, or accumulated or collected in connection with, its services under this Tolling Services Agreement, including customer lists, customer identification numbers, customer contact information, customer account information and billing records and other customer specific information, including use and enforcement data, origin and destination information, system performance statistics, and real time traffic flow information may consist of or include information that identifies an individual who is a patron of the Facility and that is exempt from disclosure to the public or other unauthorized persons under applicable Law ("Patron Confidential Information"). Patron Confidential Information includes names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement

records, agency source code or object code, agency security data, or other information that relates to any of these types of information.

(ii) TxDOT shall comply with all applicable Laws, Technical Provisions and interoperability and compatibility standards, requirements and protocols developed by TxDOT and the state's other Toll Operators limiting, restricting or pertaining to collection, use, confidentiality, privacy, handling, retention, reporting, disclosure or dissemination of Patron Confidential Information ("Statewide Confidentiality Protocols").

(iii) TxDOT agrees to hold Patron Confidential Information relating to the use of the Facility in strictest confidence and not to make use of Patron Confidential Information relating to the use of the Facility for any purpose other than the performance of this Tolling Services Agreement, including toll violation processing and collection; provided, however, that to the extent Patron Confidential Information has been provided to TxDOT in connection with its operation of its own facilities or its provision of services to other Toll Operators, TxDOT may use and retain such Patron Confidential Information as permitted by applicable Law and any applicable Statewide Confidentiality Protocols, notwithstanding anything to the contrary contained in this Tolling Services Agreement.

(iv) TxDOT shall not release, divulge, publish, transfer, sell or disclose Patron Confidential Information relating to the use of the Facility, or otherwise make it known, to any other Person except as permitted or required by applicable Laws. TxDOT shall implement physical, electronic and managerial safeguards to prevent unauthorized access to Patron Confidential Information and to implement destruction of records containing Patron Confidential Information in accordance with its practices and procedures regarding customers of its own facilities.

(v) TxDOT shall disclose in writing to each User to whom TxDOT issues a transponder and for whom it holds Patron Confidential Information TxDOT's policies regarding privacy of Patron Confidential Information, consistent with this Section 4(n). TxDOT shall deliver such written disclosure in an applicable end user agreement, and shall maintain such disclosure on its web site. TxDOT shall comply with the provisions of any applicable Law prescribing disclosure of TxDOT privacy policies, including provisions on the content of disclosures and when disclosure must be given, and such compliance shall be deemed compliance with the disclosure requirements of this Section 4(n).

(vi) TxDOT's obligations relating to Patron Confidential Information shall survive expiration or termination of this Tolling Services Agreement.

(o) In connection with any dispute regarding a Transaction, including in connection with enforcement and collection proceedings brought to collect tolls owed with respect to the Transaction, at TxDOT's request Developer, at its expense, shall provide reasonable assistance and cooperation to evidence the proper operation of the ETCS and data transmission to the TxDOT's CSC Host at the time of the Transaction.

(p) Developer generally intends to obtain prepayment of tolls or otherwise handle on its own payment of tolls for operators of Special Vehicles on the Facility and therefore not to involve TxDOT in transaction processing for Special Vehicles. However, the Parties recognize that Video Transactions regarding Special Vehicles may be transmitted to TxDOT's CSC Host because a Special Vehicle has operated on the Facility without obtaining a permit and pre-paying a toll. In the event TxDOT receives a Video Transaction identified in the User Classification of a Special Vehicle, and if the Special Vehicle is not an Exempt Vehicle, then TxDOT shall process such Video Transaction as it customarily processes other Video Transactions.

(q) TxDOT shall have the right to use the brand name "TxTag" and/or "Texas Tollways," rather than or in addition to the official name of TxDOT, in its communications and dealings with Users and customers. Wherever in this Tolling Services Agreement a provision relating to TxDOT's communications and dealings with Users and customers refers to "TxDOT," it shall be construed consistently with this provision.

5. Financial Interoperability Functions and Terms

(a) TxDOT will establish and implement Interoperability Functions to coordinate the settlement and payment of electronic toll charges for Transponder Transactions by vehicles equipped with transponders issued by Transponder Issuers other than TxDOT. TxDOT will allow the Interoperability Functions to evolve to meet the needs of an increasing number of Transponder Issuers.

(b) Developer hereby agrees to adhere to TxDOT's practices and procedures concerning compliance with applicable interoperability rules and guidelines by which all Persons involved in the Interoperability Functions will provide data for the transfer of funds (provided that TxDOT will keep Developer regularly informed of such practices and procedures). TxDOT shall pay Developer the amount of the toll less the interoperability fee (and less the Base Transaction Fee payable to TxDOT) (and subject to any adjustments provided for in Section 6(a)(ii)) for Interoperable Transactions.

6. Compensation for Services

(a) Fees and Deductions.

(i) In consideration for TxDOT's services hereunder, Developer shall pay TxDOT the following fees:

(A) The Base Transaction Fee provided for in Section 6(b); plus

(B) The Variable Transaction Fee provided for in Section 6(c); plus

(C) The additional compensation and reimbursements respecting Pre-Transition Transactions set forth in Section 16(f).

(ii) The Base Transaction Fee (as calculated pursuant to Section 6(b)) and the Variable Transaction Fee (as calculated pursuant to Section 6(c))

payable to TxDOT shall be subject to reduction (pursuant to Section 6(h)) by the following:

(A) The Delinquent Payment Deduction, calculated in accordance with Section 6(d); and

(B) The Non-Compliance Deduction, if any, calculated in accordance with Section 6(e).

The amount payable to TxDOT pursuant to Section 6(a)(i), net of deductions provided for in this Section 6(a)(ii), is referred to in this Tolling Services Agreement as the "TxDOT Compensation."

(iii) The TxDOT Compensation is inclusive of all services required under this Tolling Services Agreement, other than those added by Change Order or Change Directive. Without limiting the foregoing, TxDOT expressly acknowledges that Developer shall have no obligation to compensate TxDOT over and above the TxDOT Compensation for any merchant bank charges or bank commissions or fees incurred by TxDOT for account replenishment and for any other forms of User payment methods which involve a bank (such as check, credit card, debit card, internet payments and wire transfers), or in the case of Video Transactions, for back-office work and services provided by TxDOT hereunder in respect of Video Transactions (including billing and processing payments for Video Transactions), costs of enforcement and collection, including costs of collection agencies and costs of pursuing collection in court, or of risks of inability to collect Video Transactions, except as otherwise provided in Section 16 respecting Pre-Transition Transactions. This provision does not limit TxDOT's right to charge Incidental Charges to customers and Users to the extent set forth in Section 6(f), or TxDOT's right to additional compensation from Developer pursuant to Section 6(g).

(b) Base Transaction Fee.

(i) The Base Transaction Fee for each Transaction received by TxDOT's CSC Host shall be as follows.

(A) For Transactions occurring prior to the anniversary of the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) occurring in 2020, the Base Transaction Fee for each Transaction shall be four and one-half cents ($0.045) as of 2015 escalated every two years at a rate of two percent (2%) per annum to the year of the Service Commencement Date and rounded to the nearest one cent. Such rate shall increase (rounded to the nearest one cent) every two years on the anniversary of such Service Commencement Date (i.e., the second anniversary, fourth anniversary, sixth anniversary, etc.) based on an escalation rate equal to two percent (2.0%) per annum.

(B) The Base Transaction Fee per Transaction shall increase (rounded to the nearest one cent) on the anniversary of the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments) occurring in 2020 and every two years thereafter (i.e., on the second anniversary thereafter, fourth anniversary thereafter, sixth anniversary thereafter, etc.) based on an escalation rate equal to two percent (2.0%) per annum.

(ii) Except as provided in Section 16 respecting Pre-Transition Transactions, the applicable Base Transaction Fee shall be due and payable for each Transaction (whether a Transponder Transaction, Video Transaction or Interoperable Transaction) that is recognized by the ETCS and properly transmitted to TxDOT's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to TxDOT by TxDOT's deduction of the amount thereof from the amount of each toll transaction payment made by TxDOT to Developer pursuant to Section 7 hereof. Base Transaction Fees shall be the same for all User Classifications and for all Transactions in the same Service Year, regardless of the amount of the toll for such Transactions.

(c) Variable Transaction Fee.

(i) The Variable Transaction Fee for each Transaction (other than Interoperable Transponder Transactions, which shall not be subject to the Variable Transaction Fee) received by TxDOT's CSC Host shall be equal to three and three-quarters percent (3.75%) of the applicable toll amount (exclusive of Incidental Charges).

(ii) Except as provided in Section 16 respecting Pre-Transition Transactions, the Variable Transaction Fee shall be due and payable for each Transaction, whether a Transponder Transaction (other than an Interoperable Transponder Transaction) or a Video Transaction, that is recognized by the ETCS and properly transmitted to TxDOT's CSC Host in accordance with the ICD (and any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)) and shall be paid to TxDOT by TxDOT's deduction of the amount thereof from the amount of each toll transaction payment made by TxDOT to Developer pursuant to Section 7 hereof.

(d) Delinquent Payment Deduction.

(i) A Delinquent Payment Deduction will be made for any Payment Period in which TxDOT fails to make a timely payment to Developer in accordance with Section 7. The Delinquent Payment Deduction shall be payable as a monthly adjustment in accordance with Section 6(h) and shall be reported to Developer in a monthly Delinquent Payment Deduction report to be delivered to Developer by TxDOT pursuant to Section 14(d).

(ii) The Delinquent Payment Deduction will be determined in accordance with the following formula (and an example of the calculation of the Delinquent Payment Deduction is attached hereto as Attachment 8):

Delinquent Payment Deduction *n,m* (Year *n* = 1 to ___ and Month *m* = 1 to 12)	=	∑Daily Delinquent Payment Deduction *n,m* x Duration / 365 (or 366, in leap years) x Interest Rate *n,m*

Where:

Daily Delinquent Payment Deduction *n,m*	=	Total payments due Developer on each day during Month *m* of Year *n* that are not timely paid by TxDOT when due under Section 7
Duration	=	The number of calendar days from the date a payment under Section 7 is due until the date such payment is made to Developer.
Interest Rate *n,m*	=	Interest at a rate equal to the LIBOR in effect on the first day of Month *m* in Year *n* plus 400 basis points

(e) Non-Compliance Deduction.

(i) A Non-Compliance Deduction will be made for any Payment Period in which TxDOT is assessed Non-Compliance Points in respect of such Payment Period. The Non-Compliance Deduction shall be payable as a monthly adjustment in accordance with Section 6(h). The Non-Compliance Deduction will be calculated as follows (and an example of the calculation of the Non-Compliance Deduction is attached hereto as Attachment 9):

Non-Compliance Deduction *n,m* (Year *n* = 1 to ___ and Month *m* = 1 to 12)	=	Monthly Non-Compliance Deduction *n,m*

Where:

Monthly Non-Compliance Deduction *n,m*	=	Monthly Non-Compliance Reduction Percent x TxDOT Compensation *n,m*
Monthly Non-Compliance Reduction Percent	=	The percent reduction to the TxDOT Compensation associated with the Non-Compliance Points for Month *m*

		as identified in Table 6(e)-1 below
TxDOT Compensation *n,m*	=	Base Transaction Fees for Period *n,m* + Variable Transaction Fees for Period *n,m*

Table 6(e)-1 – Monthly Non-Compliance Reduction Percent

Non-Compliance Points for Period *n,m*	Monthly Non-Compliance Reduction Percent for Period *n,m*
0 to 16	0%
17 to 24	2%
25 to 33	8%
34 to 44	20%
45 or more	35%

(ii) Subject to Section 6(e)(iii), each month TxDOT will assign Non-Compliance Points to its performance in accordance with the Performance Standards and the terms hereof and will report the same to Developer in the monthly Non-Compliance Deduction report to be delivered to Developer pursuant to Section 14(e) no later than 15 days after the end of such month. Any related Non-Compliance Deduction shall be paid by TxDOT in connection with the monthly adjustments provided for in Section 6(h). Upon the written request of Developer, in addition to such monthly Non-Compliance Deduction report, TxDOT shall furnish to Developer reasonably detailed information and support for TxDOT's determination of such Non-Compliance Points. Non-Compliance Points shall not be assessed under more than one category for any particular event or circumstance that is a breach or failure. Where a single act or omission gives rise to more than one breach or failure, it shall be treated as a single breach or failure for the purpose of assessing Non-Compliance Points, and the highest amount of Non-Compliance Points under the relevant breaches or failures shall apply. Upon the request of either Party, the Independent Engineer may review any determination of Non-Compliance Points by TxDOT hereunder and advise the Parties concerning the accuracy thereof. Developer and the Independent Engineer each shall have the right to inspect and audit TxDOT's books and records concerning the determination of Non-Compliance Points and Non-Compliance Deductions pursuant to Section 15(b) and (c). Any disagreement between the Parties concerning the assignment of Non-Compliance Points shall be resolved pursuant to Section 20.

(iii) No Non-Compliance Points will be assigned to a failure of TxDOT to achieve the performance required in accordance with the Performance Standards and the other standards set forth herein if such failure to

perform is (A) directed by Developer, (B) planned by TxDOT and consented to, in advance in writing, by Developer, (C) directly caused by the acts or omissions of Developer or (D) excused pursuant to Section 22(d).

(f) Incidental Charges to Users.

In addition to the TxDOT Compensation, TxDOT shall have the right to impose on and collect from Users (separate from the toll charges referenced in Sections 7(a) and (b)), and retain as additional compensation, Incidental Charges consistent with TxDOT's practices concerning customers of its own facilities; provided that Developer shall have no liability for TxDOT's inability to collect the same from Users.

(g) Additional Fees and Charges Payable By Developer.

In addition to the TxDOT Compensation, Developer shall pay to TxDOT its demonstrated and actual additional administrative and processing costs and expenses, except those capable of being reasonably mitigated, incurred to perform services under this Tolling Services Agreement directly attributable to any failure or inability of Developer to meet the ETCS performance requirements set forth in Section 21.5 of the Technical Provisions. (Developer recognizes and acknowledges that such additional costs and expenses will not be compensated by any Non-Compliance Points liquidated damages that may be assessed and paid to TxDOT under the Agreement by reason of any such failure, because the same were estimated and agreed to only to cover damages to TxDOT in its capacity as a Party to the Agreement and not TxDOT's capacity as a provider of the services set forth in this Tolling Services Agreement.) In addition, Developer shall pay to TxDOT all sums due in accordance with the terms of any Change Orders or Change Directives. Amounts payable to TxDOT pursuant to this Section 6(g) (other than amounts payable under the previous sentence) shall be payable by monthly adjustments pursuant to Section 6(h).

(h) Monthly Adjustments.

For each calendar month during the Term, TxDOT shall deliver to Developer, by the 15th day of the immediately succeeding calendar month, a report of adjustments made in respect of Transactions during such month and adjustments owing in respect of other matters processed during such month, in each case as contemplated hereunder and with each such report to be in reasonable detail. The report shall cover each of the following, with the related adjustment to be made as follows:

(i) Such report shall set forth all Transaction adjustments made during such calendar month in respect of (A) Unpostable Transponder Transactions that have not been reclassified as a Video Transaction, (B) Duplicate Transactions previously paid by TxDOT, (C) Video Transactions not pursuable (e.g., Transactions involving vehicles that are not Candidate Vehicles) (provided that there will not be a reduction in tolls payable to Developer for Video Transactions that are not pursuable due to the fault

of TxDOT), (D) adjustments resulting from settled or otherwise resolved User disputes and (E) adjustments relating to refunds to accounts or Video Transaction Users due to inaccurate toll charges and inaccurate Transactions transmitted from Developer to TxDOT. Such adjustment shall be made each Business Day during the applicable calendar month as contemplated by Section 7(a) and (b). Such adjustments shall be applied on a daily basis to the toll Transaction payment owing to Developer pursuant to Section 7.

(ii) Such report also shall set forth all adjustments to be made in respect of the calendar month covered thereby for (A) any amounts owing to TxDOT from Developer pursuant to Section 6(g); (B) Delinquent Payment Deductions and Non-Compliance Deductions owing to Developer from TxDOT; and (C) any other amounts subject to adjustment pursuant to the terms of this Tolling Services Agreement (including, but not limited to, any refunds provided for in Section 11(c)). Such report shall reasonably describe the basis for the amounts owing for each of the foregoing items and the net amount owing in respect thereof shall be payable by the applicable payor Party to the applicable payee Party within 15 days after the due date for delivery of such report. For the avoidance of doubt, however, the delivery of such report shall not be a condition to any adjustment otherwise required for Delinquent Payment Deductions and Non-Compliance Deductions hereunder.

TxDOT Compensation and other amounts payable in accordance with this Section 6(h) not paid when due (other than as a consequence of TxDOT's failure to timely deduct payments owing to it when it has the right hereunder to make such deductions from toll payments to be made to Developer hereunder) shall bear interest and late charges as provided in Section 19(f).

(i) Disputed Amounts.

(i) In the event either Party disputes any amount that is to be payable by or to such Party pursuant to a monthly adjustment in accordance with Section 6(h), then (A) such Party shall, within 14 days after delivering or receiving (as the case may be) notice or an invoice or statement for such amount, deliver written notice to the other Party of the amount in dispute and the reasons for dispute and (B) the Party from whom the disputed amount is payable shall, within the time period for payment of the invoice, deposit into the Toll Operator Dispute Account under the Facility Trust Agreement an amount equal to 105% of the amount in dispute and notify the other Party in writing that such deposit has been made.

(ii) The amount so deposited under clause (i) above shall be maintained in the Toll Operator Dispute Account until the dispute is finally determined, at which time all amounts due the payee Party, if any, shall be immediately released from the Toll Operator Dispute Account to pay the amount due, including any late charge and interest. If the amount in the Toll Operator Dispute Account is insufficient to pay the amount finally determined to be due, including any late charge and interest, the payor Party shall immediately satisfy the balance of the amount due from other

sources. If the amount in the Toll Operator Dispute Account exceeds the amount finally determined to be due, if any, the excess shall be immediately released to the payor Party, together with any interest earnings in the Toll Operator Dispute Account attributable to the excess funds so released to the payor Party.

(iii) If, in respect of any payment obligation, the amount required by this Section 6(i) has been paid into the Toll Operator Dispute Account in accordance with the terms of this Section 6(i), then the applicable payor Party shall not be in default of the related payment obligation hereunder if the dispute related thereto is not resolved until after the date such payment otherwise would be due under this Tolling Services Agreement, but such payor Party shall be liable for late charges and interest thereon, as provided in Section 6.1(i)(ii) and determined pursuant to Section 19(d).

(j) Any distribution, receipt, or handling of funds by TxDOT under this Section shall be subject to the Custodial Arrangements.

7. Toll Transaction Payments to Developer

(a) Subject to Sections 7(c) and 7(d), and except as provided otherwise in Sections 3(c) and 22(d), for each Transponder Transaction that occurs after the earlier of the Cutover Deadline or Cutover Date, TxDOT shall, via the Custodial Arrangements, deposit or cause to be deposited with the trustee under the Facility Trust Agreement an amount equal to the toll for the Transponder Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Transponder Transaction has been properly transmitted to TxDOT's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d):

(i) With respect to any Transponder Transaction that occurs after the Cutover Date for which Developer does not receive an acknowledgment of receipt by TxDOT's CSC Host in accordance with the ICD, (i) if Developer has both notified TxDOT of such attempted transmittal and also made arrangements with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Transponder Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Transponder Transaction to TxDOT's CSC Host in accordance with the ICD, then TxDOT shall be obligated to deposit or cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (ii) if Developer shall not have both so notified TxDOT of such attempted transmittal and also made arrangements with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Transponder Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which TxDOT is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that

is two Business Days from the date and time that Developer shall have both so notified TxDOT of such transmittal and also so made arrangements with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Transponder Transaction data in digital form in accordance with the ICD; and

(ii) If TxDOT has been unable to meet the Cutover Deadline, then TxDOT shall be obligated to deposit the applicable amount for Transponder Transactions occurring between the Cutover Deadline and the Cutover Date within two Business Days after the date Developer delivers to TxDOT the applicable Transponder Transaction data in digital form in accordance with the ICD.

The applicable amount of each Transponder Transaction that occurs after the earlier of the Cutover Deadline or Cutover Date shall be due and payable regardless of whether TxDOT actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to be remitted to Developer pursuant to this Section 7(a) does not include any Incidental Charges.

(b) Subject to Sections 7(c) and (d), and except as provided otherwise in Sections 3(c), 16 and 22(d), for each Video Transaction that occurs after the earlier of the Cutover Deadline or Cutover Date, TxDOT shall, via the Custodial Arrangements, deposit or cause to be deposited with the trustee under the Facility Trust Agreement an amount equal to the toll for the Video Transaction (i.e., the toll charge indicated by Developer as contemplated by Section 11(a)), less fees payable under Section 6 and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date the Video Transaction has been properly transmitted to TxDOT's CSC Host in accordance with the ICD. Notwithstanding the foregoing (but subject to Sections 7(c) and 7(d), and except as provided in Section 22(d):

(i) With respect to any Video Transaction that occurs after the Cutover Date for which Developer does not receive an acknowledgment of receipt by TxDOT's CSC Host in accordance with the ICD, (i) if Developer has both notified TxDOT of such attempted transmittal and also made arrangements with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Video Transaction data in digital form in accordance with the ICD within four hours after Developer's initial transmittal of such Video Transaction to TxDOT's CSC Host in accordance with the ICD, then TxDOT shall be obligated to deposit or cause to be deposited the applicable amount within such two Business Day period from the date and time of the initial transmittal, and (ii) if Developer shall not have both so notified TxDOT of such attempted transmittal and also made arrangements with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Video Transaction data in digital form in accordance with the ICD within such four hour period, then the period within which TxDOT is obligated to deposit or cause to be deposited the applicable amount shall be extended to the corresponding time, less four hours, on the date that is two Business Days from the date and time that Developer shall have both so notified TxDOT of such transmittal and also so made arrangements

with TxDOT either for the transmittal or for the delivery to TxDOT of the applicable Video Transaction data in digital form in accordance with the ICD; and

(ii) If TxDOT has been unable to meet the Cutover Deadline, then TxDOT shall be obligated to deposit the applicable amount for Video Transactions occurring between the Cutover Deadline and the Cutover Date within two Business Days after the date Developer delivers to TxDOT the applicable Video Transaction data in digital form in accordance with the ICD.

The applicable amount for each Video Transaction that occurs after the earlier of the Cutover Deadline or Cutover Date shall be due and payable regardless of whether TxDOT actually collects the applicable toll amount from the applicable User. For the avoidance of doubt, the toll to be remitted to Developer pursuant to this Section 7(b) does not include any Incidental Charges.

(c) If Developer transmits to TxDOT's CSC Host on any given day more than two full days of Transactions (not counting Pre-Transition Transactions), TxDOT shall be entitled to reasonable extensions of the deadlines for payment set forth in Sections 7(a) and (b) to the extent that TxDOT bears the burden of providing evidence reasonably satisfactory to Developer that despite diligent efforts to process the Transactions TxDOT was unable to complete processing within the deadlines provided due to the added volume of Transactions transmitted during the day.

(d) If (i) for any reason other than a delay attributable to TxDOT (including any delay resulting from TxDOT's failure to include in the applicable report referenced in Section 14(a) information concerning the reclassification of any Transponder Transaction) Developer first transmits to TxDOT's CSC Host sets of Transaction data (not counting Pre-Transition Transactions) more than 30 days after the date the Transactions occurred (or in the case of any Transaction that has been reclassified, more than 30 days after the date on which Developer has been notified of the reclassification), and (ii) TxDOT bears the burden of providing evidence reasonably satisfactory to Developer that TxDOT's rate of collection of the toll charges associated with such set of Transaction data (despite its commercially reasonable efforts to collect) is lower than the rate of collection it would have realized had transmission occurred without such delay, using the same billing, collection and enforcement practices and procedures, then TxDOT shall have the right to recover from Developer TxDOT's loss of toll charge collections so proven.

(e) The Parties acknowledge that the requirement to make payments to the trustee under the Facility Trust Agreement in accordance with the terms hereof is for the benefit and protection of TxDOT, Developer and Developer's Lenders, and is necessary for Developer to comply with the Agreement and the Facility Trust Agreement. Accordingly, TxDOT shall have no right or obligation to make any payments directly to Developer, or to any Person other than such trustee.

(f) TxDOT's payments shall be subject to the Custodial Arrangements. TxDOT and Developer acknowledge that the Custodial Arrangements are for the protection of

Developer, and Developer is an intended third party beneficiary of the Custodial Arrangements, so long as this Tolling Services Agreement is in effect.

8. Video Transactions

(a) Developer's obligations regarding transmission of video imagery data to TxDOT's CSC Host are as follows:

(i) For Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time of the Transaction is other than "Good", Developer shall transmit to TxDOT the Transponder Transaction, video images of license plates and video data as required by the ICD;

(ii) For all other Transponder Transactions where the status of the transponder indicated in the Consolidated Master List at the time of the Transaction is "Good" and the User Classification determined by Developer does not match the User Classification associated with the transponder as indicated in the Consolidated Master List at the time of the Transaction, Developer shall transmit to TxDOT the Transponder Transaction, video images of license plates and video data as required by the ICD;

(iii) For all Video Transactions where a transponder is recorded but not listed in the Consolidated Master List, Developer shall transmit to TxDOT the video images of license plates and video data as required by the ICD, as well as the transponder information;

(iv) For all Video Transactions, in the event a license plate in a Video Transaction is on the Consolidated Master List, the Video Transaction shall be denoted as such in accordance with the ICD, shall state the license plate's alpha-numeric or personalized information, and shall include video images of the license plates and video data as required by the ICD;

(v) For all other Video Transactions, Developer shall transmit to TxDOT the video images of license plates and video data as required by the ICD; and

(vi) For Pre-Transition Transactions, Developer shall transmit to TxDOT the video images of license plates and video data as required by the ICD, as well as any transponder information that has been recorded.

(b) For all Video Transactions where license plates match a current customer account record (except for Pre-Transition NTTA Transactions), TxDOT shall make an attempt to post the Transaction to the customer account and reclassify the Video Transaction to a Transponder Transaction.

(c) TxDOT shall issue a statement to each Video Transaction User (for whom TxDOT has necessary registration and mailing address information) and shall provide each such Video Transaction User the opportunity to pay such invoice, in

each case consistent with TxDOT's practices regarding customers of its own facilities, prior to treating such Video Transaction as a violation or initiating violation processing and procedures against such Video Transaction User. If a Video Transaction User shall fail to pay any such statement within the applicable allotted time period, then TxDOT may initiate violation processing and procedures against such Video Transaction User, consistent with TxDOT's policies regarding customers of its own facilities.

(d) For the purpose of Section 8(c), "issue" means the billing statement accurately sets forth the toll charges, including the Incidental Charges, and is deposited in the U.S. mail, proper postage prepaid.

(e) The reports provided for in Section 14(a) will include information referencing each Transponder Transaction that has been reclassified to a Video Transaction within one Business Day following such reclassification (and with any such reclassification to be made within 31 days after TxDOT's receipt of the applicable Transponder Transaction or such other time period as applies from time to time under the applicable interoperability agreement). Developer agrees to maintain video images and video date of Transponder Transactions and Video Transactions for at least 30 days following the occurrence thereof.

(f) Following the execution of this Tolling Services Agreement, Developer and TxDOT shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Video Transactions that may require further review by Developer before acceptance and processing by TxDOT. Neither party shall be obligated to accept such additional requirements.

(g) Notwithstanding anything to the contrary set forth in this Tolling Services Agreement, any reference in this Tolling Services Agreement to the delivery of video data or images of license plates shall be deemed to be a reference to an image of either the front or the back license plate as provided in clause (b) of the definition of "Candidate Vehicle" (except that, as provided in such clause (b), the image must be of the front license plate in the case of a vehicle with a trailer).

9. Transponder Transactions

(a) Before Developer transmits a Transaction to TxDOT's CSC Host, Developer shall compare the transponder to the most recently updated version of the Consolidated Master List. If the transponder is listed as "Good" in the Consolidated Master List, Developer shall transmit the Transponder Transaction (for this purpose, determined to be a Transponder Transaction without reference to the sufficiency of funds in the applicable customer account) as required by the ICD, but if such Transponder Transaction is determined to be an Unpostable Transponder Transaction, then TxDOT shall, for TxDOT accounts, request from Developer video images and video data (as required by the ICD and as contemplated herein) within seven days of TxDOT's receipt of the applicable Transponder Transaction (but without prejudice to the right of Developer to submit such video images (as required by the ICD and as contemplated herein) at any time following the date on which the reclassification of the applicable Transponder Transaction to an Unpostable Transponder Transaction is included

in a report provided for in Section 14(a), as provided in Section 8(e)). If Developer elects not to send such video images and video data within seven days following TxDOT's request, and the Transaction is not postable, the Transaction will be adjusted as one not involving a Candidate Vehicle until such time as Developer resubmits the Transaction with the video images and video data.

(b) If a Transponder Issuer (including TxDOT) rejects due to insufficient funds TxDOT's settlement of a Transaction on the Facility by the Transponder Issuer's customer that was originally characterized as a Transponder Transaction (prior to such determination of insufficient funds), TxDOT will resubmit the Transaction for settlement consistent with TxDOT's practices regarding customers of its own facilities prior to mailing a Video Transaction billing statement to the customer on account of the rejected Transaction. TxDOT shall advise Developer and request a video image and video data, within seven days of 'TxDOT's receipt of the applicable Transponder Transaction, with respect to any such Transaction that is not settled by the Transponder Issuer within that time frame. For the avoidance of doubt, a Transaction that was originally characterized as a Transponder Transaction is automatically reclassified as a Video Transaction if both (i) the video image is available, and (ii) either (A) the account persists to have insufficient funds to pay the full toll for the Transaction through the Business Day prior to the Business Day on which TxDOT would mail a Video Transaction billing statement in accordance with TxDOT's practices regarding customers of its own facilities or (B) even though the account has sufficient funds, the Transponder Issuer (other than TxDOT) for any reason fails to transmit to TxDOT the full toll for the Transaction by the deadline by which it is obligated to do so under its interoperability protocols and agreements with TxDOT, and does not cure such failure prior to the Business Day on which TxDOT would mail a Video Transaction billing statement in accordance with TxDOT's practices regarding customers of its own facilities. If the video image is unavailable and the account so persists to have insufficient funds or the Transponder Issuer so fails to transmit the full toll to TxDOT, however, then the Transaction will be adjusted as one not involving a Candidate Vehicle unless and until such time as Developer resubmits the Transaction with video images and video data.

(c) If a vehicle is associated with a transponder issued by TxDOT or by another Toll Operator or Transponder Issuer and associated with an account that is not closed at the time of transmission, but it is evident that a Transponder Transaction is not recorded because the transponder is not properly mounted or not properly functioning, TxDOT shall use reasonable efforts, in accordance with TxDOT's practices regarding customers of its own facilities, to notify the account holder and rectify or cause to be rectified the problem with the transponder.

(d) The Base Transaction Fees and Variable Transaction Fees are inclusive of any transaction fees and charges by other Toll Operators and Transponder Issuers, including NTTA, in connection with account management and fund transfers for Transponder Transactions on the Facility by their account holders (other than any interoperability fees required to be paid by Developer hereunder) and Developer shall not be responsible for any such additional charges or fees.

(e) Following the execution of this Tolling Services Agreement, Developer and TxDOT shall cooperate with each other to discuss whether there should be implemented any objective criteria, in addition to the requirements of the ICD, for the rejection of Transponder Transactions that may require further review by Developer before acceptance and processing by TxDOT. Neither party shall be obligated to accept such additional requirements.

10. No Duty to Enforce, Collect or Pay

(a) Developer shall be responsible for determining whether a vehicle is a Candidate Vehicle. TxDOT shall have no duty to attempt to collect or enforce a toll, or to pay Developer for Transactions, respecting a vehicle traveling on the Facility where the vehicle is not a Candidate Vehicle; provided, however, that if TxDOT does collect a toll respecting any such vehicle, it shall pay Developer the toll collected and shall be entitled to TxDOT Compensation for such Transaction. Whether TxDOT has received an unobstructed readable video image (as defined in the definition of Candidate Vehicle) shall be determined in accordance with Good Industry Practice. TxDOT shall provide Developer access to TxDOT's standard exception reports indicating Transactions that involve vehicles that are not Candidate Vehicles. If TxDOT shall pay Developer a toll for any such Transaction, it shall be entitled to reimbursement or adjustment in respect thereof pursuant to Sections 6(g) and (h), and TxDOT shall have no obligation to pursue collection or enforcement of such Transaction.

(b) TxDOT shall have no duty to accept for processing transmissions of Transaction data not in the format and having the content required by the Interface Control Document (or by any other criteria that may be developed and agreed upon in writing by the Parties pursuant to Section 8(f) or 9(e)). If TxDOT accepts such data for processing, then the matter shall be treated as a Transaction for all purposes under this Tolling Services Agreement, except as provided otherwise in Section 10(a). If TxDOT does not accept such data, (i) TxDOT shall reject the data in accordance with the ICD, and (ii) TxDOT shall not be entitled to process the matter for collection or enforcement unless and until it subsequently accepts transmission of the data.

11. Overcharges; Credits to Account Holders

(a) TxDOT shall charge the toll charge indicated by Developer. Developer shall be responsible for determining the applicable toll charge that corresponds to each Transaction based upon User Classification, Developer's applicable toll schedule or dynamic pricing model, and any applicable high occupancy vehicle discount and correctly communicating such information to TxDOT. For the avoidance of doubt, if Developer states a toll charge for a Transponder Transaction or a Video Transaction different from the toll charge for the User Classification associated with the applicable customer account, TxDOT shall charge the toll charge as indicated by Developer. The foregoing does not waive any of Developer's obligations or any of TxDOT's rights and remedies under the Agreement regarding toll rates that may be charged to Users.

(b) Under no circumstances shall TxDOT charge any User a toll in addition to or higher than the toll charge transmitted from Developer to TxDOT, except that

TxDOT may charge for the Incidental Charges authorized hereunder. TxDOT shall refund to any User any toll or Incidental Charge TxDOT charges in violation of this provision.

(c) If TxDOT is or becomes aware that any account or Video Transaction User has been overcharged or incorrectly charged for use of the Facility by reason of inaccurate toll charges transmitted from Developer to TxDOT, including but not limited to by reason of incorrect transmission by Developer of dynamic pricing information or failure to properly account for an applicable high occupancy vehicle discount, TxDOT shall have the right and the obligation to arrange for a refund to the subject account or Video Transaction User as part of the monthly adjustment provided for in Section 6(h); provided, however, that TxDOT shall always be obligated to promptly arrange for such refund if it has received payment of such overcharge from Developer or the trustee under the Facility Trust Agreement, as the case may be, pursuant to the immediately following sentence. Alternately, TxDOT shall have the right to invoice Developer or the trustee under the Facility Trust Agreement, in writing or electronically, for the overcharge or incorrect charge, and Developer shall pay, or cause the trustee under the Facility Trust Agreement to pay from the Toll Revenue Account, such invoiced amount within two Business Days after receipt of the invoice, and following receipt of such invoiced amount, TxDOT shall promptly refund such amount to the relevant account or Video Transaction User. Notwithstanding the foregoing, however, in connection with each refund or reimbursement, TxDOT shall have no obligation to recalculate or adjust its Transaction fees in accordance with Section 6 (i.e. based on the correct toll charges). The determination of whether there has been an overcharge or incorrect charge in connection with a customer dispute shall be made pursuant to the Agreement and, to the extent consistent with the Agreement, written guidelines furnished by Developer, or if Developer does not furnish such guidelines, in accordance with TxDOT's practices and procedures utilized with respect to its own facilities. This Section 11(c) shall be subject to the Custodial Arrangements to the extent TxDOT receives, disburses, and/or handles any funds hereunder.

12. System Technology Interface; Interoperability

(a) Developer at its expense shall design, install, operate and maintain the ETCS. Such design and installation shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3, as the same may be revised or updated by TxDOT from time to time. TxDOT shall reasonably cooperate with Developer in fulfilling its obligations under this Section 12(a) In addition, although the provisions of this Tolling Services Agreement shall control over the ICD, TxDOT and Developer shall reasonably cooperate to review and, as appropriate, make changes to the ICD from time to time to take into account changes in technology and business practices, so long as such changes are compatible with the tolling practices and procedures of TxDOT and other Transponder Issuers, as applied in respect of their own facilities. Without limiting the preceding sentence, TxDOT and Developer shall reasonably cooperate to review and, as appropriate, make changes to the ICD in accordance with the preceding sentence in connection with the activities contemplated by Section 12(c).

(b) TxDOT at its expense shall supply, operate and maintain TxDOT's CSC Host and facilitate on TxDOT's CSC Host capacity to exchange data with the ETCS. TxDOT's CSC Host shall be consistent with, and meet all requirements of, the Interface Control Document attached hereto as Attachment 3, as the same may be revised or updated by TxDOT from time to time, including such revisions and updates as may be made pursuant to the cooperation between TxDOT and Developer described above in Section 12(a).

(c) As between TxDOT and Developer, Developer shall have sole responsibility for the design, capacity and efficacy of the communications protocols and procedures, including communications lines, for interconnection between the Electronic Toll Collection System and TxDOT's CSC Host. In the event interconnection between the Electronic Toll Collection System and TxDOT's CSC Host is not established or does not function according to TxDOT's standards and requirements, including TxDOT's ICD, by the Cutover Deadline due to problems with the design, capacity or efficacy of the communications protocols and procedures, the Cutover Deadline shall be extended until the problems are rectified by Developer, and TxDOT shall have no responsibility or liability to Developer resulting from delay in commencement of TxDOT's services under this Tolling Services Agreement. **DEVELOPER ASSUMES ALL RISKS ASSOCIATED WITH THE PERFORMANCE OR NON-PERFORMANCE OF SUCH COMMUNICATIONS PROTOCOLS AND PROCEDURES AND ANY THIRD PARTY CLAIMS WITH RESPECT THERETO, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASES TXDOT FROM, AND AGREES TO INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS TXDOT FROM AND AGAINST, ANY AND ALL LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING THEREFROM (INCLUDING LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING FROM TXDOT'S SIMPLE NEGLIGENCE), EXCEPT FOR THIRD PARTY LOSSES, CLAIMS, LIABILITIES AND DAMAGES ARISING THEREFROM AS A CONSEQUENCE OF TXDOT'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD RELATING TO THE DEVELOPMENT AND IMPLEMENTATION OF SUCH PROTOCOLS AND PROCEDURES.**

(d) TxDOT will consolidate the Transponder Issuers' master lists and updates (such consolidation being the "Consolidated Master List") of all known transponders and their current known status and electronically distribute the consolidated information to Developer. Status designations shall be in accordance with the Interface Control Document. TxDOT will make such electronic distribution of the Consolidated Master List to Developer daily. TxDOT represents and warrants to Developer that TxDOT shall accurately, in all material respects, consolidate the related Transponder Issuers' master lists and updates, as provided to TxDOT by the respective Transponder Issuers, when distributing the Consolidated Master List to Developer hereunder, provided, however, that Developer acknowledges that TxDOT can make no (and hereby disclaims any) representation or warranty concerning the accuracy of the information contained in such master lists and updates, which Developer further acknowledges has been obtained and compiled by each applicable Transponder Issuer prior to the transmittal of the same to TxDOT.

(e) Developer shall be responsible for transmitting toll rates for each Transaction corresponding to Developer's dynamic pricing model and for identifying all Transactions that qualify for a high occupancy vehicle discount.

(f) So long as this Tolling Services Agreement is in effect, Developer shall deploy toll system technology for the Facility that does not adversely affect reliability of, or ability to meet applicable standards in the most recently issued Interface Control Document for, transmission of data to TxDOT's CSC Host. If TxDOT modifies the requirements of TxDOT's systems, Developer is not required to maintain interoperability with such modification pursuant to Sections 8.7.2 and 8.7.3 of the Agreement, and such modifications are not attributable to a change required by this Tolling Services Agreement or by a Change Order or Change Directive under this Tolling Services Agreement benefiting the Facility, then TxDOT shall reimburse Developer for Developer's reasonable costs of any modifications Developer is required to make to comply with such modified requirements.

(g) TxDOT acknowledges and agrees that Developer may create and apply its own business rules for assisting in the proper determination of Transactions by Users and tolls due from Users, so long as the business rules are consistent with the Agreement, Technical Provisions, Facility Management Plan, this Tolling Services Agreement and Good Industry Practice. Developer may implement such business rules through logical routines incorporated into its tolling system. Subject to Section 11(c), TxDOT shall accept and process data developed from application of such business rules and transmitted to TxDOT's CSC Host. For the avoidance of doubt, unless otherwise agreed in writing by TxDOT and Developer, tolling on the Facility shall be conducted on a transaction, rather than a trip, basis, and will involve a single point of payment, open toll system-type toll collection process (as opposed to a ticket- or trip-based system, where the toll rate is determined by matching or attempting to match transactions occurring at more than one toll location or toll plaza).

(h) So long as this Tolling Services Agreement is in effect, TxDOT shall adopt and issue new types or models of transponders in accordance with applicable Texas statewide interoperability requirements. TxDOT and Developer acknowledge that the benchmark performance standards for transponders under interoperability requirements in effect as of the date of execution hereof limit the types and models of transponders to those that are equal to or better than the performance levels of the transponders listed in Attachment 4 to this Tolling Services Agreement.

(i) If (A) Developer has terminated the NTTA Tolling Services Agreement pursuant to its terms and (B) during the term of this Tolling Services Agreement TxDOT or any statewide interoperability group of which TxDOT is a party or member desires to initiate or propose any changes in interoperability standards, protocols, rules or procedures, then TxDOT will use reasonable efforts to notify Developer 90 days in advance of such changes; provided that if TxDOT determines that a change is required to be implemented in a shorter time period, TxDOT will use reasonable efforts to notify Developer as soon as possible following such determination. Following such notice, TxDOT shall consult with Developer in good faith to explain the proposed changes and obtain Developer's analysis of

the potential impacts on Developer's revenues and expenses, and Developer's alternative approaches, if any. TxDOT also will discuss any updates or other information TxDOT may have with respect thereto during the TxDOT-Developer Regular Meetings. TxDOT shall take Developer's analysis and suggested alternatives into consideration and shall attempt in good faith to inform the other members of such statewide interoperability group of Developer's concerns (without any obligation to act as an advocate of any of Developer's positions); but Developer shall have no right to prevent, disapprove or modify any proposed changes. During the term of this Tolling Services Agreement, TxDOT shall promptly deliver to Developer written notice of any change in interoperability standards, protocols, rules or procedures adopted or agreed to by TxDOT. Developer shall conform to any such changes in accordance with Section 8.1.2 of the Agreement.

13. Intellectual Property and Licensing; Promotional Plan

(a) If Developer utilizes any tolling system architecture, design, process, method or invention that is protected by Intellectual Property Rights of another Person, then before requiring TxDOT to provide any services under this Tolling Services Agreement that utilize any such protected item, Developer shall obtain and provide to TxDOT, without cost to TxDOT, any licenses that are required in order for TxDOT to accept data and transactions derived from the matter so protected and to otherwise perform services using such protected items. Developer shall indemnify, protect, defend and hold harmless TxDOT from any loss, cost, liability, obligation or expense arising out of any infringement by TxDOT of any such Intellectual Property Rights in the performance of this Tolling Services Agreement (except to the extent that any such loss, cost, liability, obligation or expense relates to a modification to such Intellectual Property Rights made by TxDOT without authorization by Developer).

(b) If Developer by Change Order or Change Directive requires TxDOT to modify any portion of TxDOT's VTX System or other applicable comparable system, Developer shall have no right, title, or interest in or to any such modification.

(c) TxDOT hereby grants to Developer a fully paid up, non-exclusive, license to use TxDOT's name, logos, trademarks and brands during the term of this Tolling Services Agreement in connection with the Facility and Developer's operation thereof, including maintenance of TxDOT's name, logos, trademarks and brands on the roadway, on the Facility web site and in Developer's promotional and marketing materials for the Facility; provided that the location, context and appearance of all displays of TxDOT's name, logos, trademarks and brands shall be subject to TxDOT's prior review and prior written approval. TxDOT shall not unreasonably withhold its approval; and TxDOT shall be deemed to approve unless it delivers to Developer written objection or disapproval, including the reasons therefor and any changes needed to obtain approval, within 14 days after TxDOT receives written request for approval including the proposed usage. The license granted hereby shall automatically expire upon expiration or earlier termination of this Tolling Services Agreement, unless TxDOT otherwise agrees in writing.

(d) Nothing in this Section 13 grants to TxDOT any exclusive rights regarding use or display of names, logos, trademarks or brands of Transponder Issuers, or regarding marketing and promotion by Transponder Issuers, in connection with the Facility. TxDOT reserves the right to challenge other Transponder Issuers that use logos, trademarks or brands that infringe upon TxDOT's rights in its own logos, trademarks or brands.

(e) Subject to Section 13(b), any systems that may be developed on Developer's behalf that do not incorporate any technology owned or licensed by TxDOT and that are paid for by Developer shall be Developer's intellectual property, but Developer shall grant TxDOT a paid-up, non-exclusive license to use the same during the Term to the extent such systems are required for TxDOT's performance of its responsibilities under this Tolling Services Agreement.

14. Reports; Developer Protection of Patron Confidential Information

(a) TxDOT shall provide access to reports Developer may utilize to prepare reconciliation reports, in summary or in detail, by reporting period selected by Developer. Such reports to which access is provided by TxDOT shall reflect the Transactions as transmitted from Developer to TxDOT for the applicable reporting period and shall be adequate for purposes of Developer's reconciliation of Transaction fees and other amounts paid by Developer to TxDOT and TxDOT to Developer. Such reports shall be broken down to support the reconciliation of the fees paid to TxDOT and the tolls paid to Developer. Such reports shall reflect the Transactions received by TxDOT, the breakdown of Transponder Transactions, Interoperable Transactions, Transponder Transactions posted to customer accounts, Transponder Transactions and Interoperable Transactions reclassified as Unpostable Transponder Transactions or Video Transactions, Transponder Transaction variances that are not pursuable, Video Transactions, Transactions that cannot be pursued as a result of not involving a Candidate Vehicle and Transaction adjustments. TxDOT shall post Transactions from the Facility in accordance with TxDOT's standards and practices for its own facilities, and Developer shall have access to reports reflecting such Transactions upon such posting. Upon the request of either Party, the Independent Engineer may review reconciliation reports and underlying Transaction data and assist and advise the Parties in connection with any disagreement with respect thereto, including any disagreement with respect to verifying reconciliations.

(b) Without prejudice to or limitation on the right of Developer to initially determine (as provided in Section 10(a)) or dispute whether a vehicle is a "Candidate Vehicle" as defined in this Tolling Services Agreement, TxDOT shall provide Developer with a summary and detail to support the reported vehicles that have been deemed "Not a Candidate Vehicle".

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

(d) TxDOT shall provide Developer with a monthly Delinquent Payment Deduction report for each calendar month not later than 15 days after the end of such

month. Such report shall state (i) for each instance in the applicable calendar month in which a payment due under Section 7 was not timely made, the amount of the delinquent payment, the number of calendar days or partial calendar days from the date the payment was due under Section 7 until the date the payment was made to Developer (or until the end of the calendar month if not yet paid) and (ii) TxDOT's calculation of the Delinquent Payment Deduction, if any, for that calendar month.

(e) TxDOT shall provide Developer with a monthly Non-Compliance Deduction report for each calendar month not later than 15 days after the end of such month. Such report shall state (i) a comparison of actual performance during such calendar month to each of the Performance Standards, (ii) TxDOT's calculation of the Non-Compliance Points, if any, for such calendar month and (iii) TxDOT's calculation of the Non-Compliance Deduction, if any, for that calendar month.

(f) TxDOT also will prepare and provide to Developer any other specific report that is required to be delivered by Developer under the Agreement in respect of the tolling services operation of the Facility (provided that such report relates to the general scope of the services provided by TxDOT hereunder).

(g) TxDOT shall make available its reports to Developer in a format reasonably approved in writing by Developer. In no event shall Developer have the right to require report formatting that TxDOT's system is not capable of generating. Not later than 90 days after the execution of this Tolling Services Agreement, TxDOT shall deliver to Developer sample report formats including fictitious data sets. Developer shall deliver its comments on such sample report formats to TxDOT within not more than 60 days after receipt.

(h) TxDOT also shall deliver to Developer such other information as Developer may reasonably request to evaluate TxDOT's compliance with this Tolling Services Agreement.

(i) Developer shall make available to TxDOT, no later than the 15th day of each calendar month, a record of Exempt Vehicle, non-billable transactions for the preceding calendar month.

(j) Developer also shall deliver to TxDOT such information as TxDOT may reasonably request to evaluate Developer's compliance with this Tolling Services Agreement, including but not limited to such information as TxDOT may reasonably request from time to time concerning the compliance of the in-lane ETCS equipment utilized for the Facility with the requirements of the Agreement. TxDOT shall maintain the confidentiality of such information.

(k) Developer shall maintain any and all information relating to TxDOT account holders that may be reported under this Section 14 as confidential information and in compliance with Section 8.8 of the Agreement, which is hereby incorporated herein by reference, and with applicable Laws on notice of privacy practices.

15. Records and Audit Rights

(a) TxDOT shall maintain, in accordance with Good Industry Practice, accurate and complete books and records, including electronic data, of or relating to (i) all Transponder Transactions and Video Transactions received via TxDOT's CSC Host, (ii) all actions and dispositions by TxDOT with respect to each Transponder Transaction and Video Transaction received via TxDOT's CSC Host, (iii) all data, information and calculations relevant to TxDOT Compensation and other fees and charges that TxDOT charges to Developer, itemized by each Transponder Transaction and Video Transaction, and itemized by type, date and amount, (iv) all User violations by User, date and amount, (v) all Incidental Charges directly relating to Facility usage, itemized by User, type, date and amount, (vi) TxDOT's performance of this Tolling Services Agreement, including books and records relating to compliance or lack of compliance with Performance Standards (including information concerning assignment of Non-Compliance Points) and other obligations of TxDOT under this Tolling Services Agreement, and (vii) all correspondence and other written or electronic communications with Developer relating to this Tolling Services Agreement. TxDOT shall notify Developer where such records and documents are kept.

(b) TxDOT shall make all its books and records described in Section 15(a) available for audit and inspection by Developer and the Independent Engineer and/or their respective Authorized Representatives or designees, at the location where such books and records are customarily maintained, at all times during normal business hours, without charge. TxDOT shall provide to Developer and the Independent Engineer and their designees copies thereof upon request and at no expense to TxDOT. Developer and/or the Independent Engineer may conduct any such inspection upon two Business Days' prior written notice, or unannounced and without prior notice where there is good faith suspicion of fraud by TxDOT in connection with performance of this Tolling Services Agreement. The right of inspection includes the right to make extracts and take notes, which will be subject to the confidentiality provisions of this Tolling Services Agreement. Without limiting the foregoing, TxDOT shall afford Developer and its Authorized Representative and the Independent Engineer, and their designees, access during normal business hours to TxDOT's customer service center and other TxDOT offices and operations buildings for the purpose of carrying out their oversight and audit functions.

(c) The rights of Developer and the Independent Engineer to audit and inspect under this Tolling Services Agreement shall include the right to monitor, audit and investigate TxDOT's books and records related to its services hereunder and to monitor and review TxDOT's systems, practices and procedures concerning Patron Confidential Information obtained and held in connection with this Tolling Services Agreement. Without limiting the foregoing, Developer and the Independent Engineer may exercise such audit and inspection rights to determine the accuracy of the reports provided by TxDOT pursuant to Section 14(d) and (e) and any Delinquent Payment Deduction, Non-Compliance Deduction or Non-Compliance Points stated therein or made or calculated pursuant thereto.

(d) TxDOT shall retain the books and records described in Section 15(a) for a minimum of five years after the date the record or document is generated. Notwithstanding the foregoing, (i) all records which relate to claims and disputes

between TxDOT and Developer shall be retained and made available until any later date that such claims or disputes and actions are finally resolved, and (ii) the time period for retention of Patron Confidential Information shall be as set forth in Section 8.8 of the Agreement.

16. Special Provisions for Pre-Transition Transactions

(a) This Section 16 shall apply only to the following Transactions (collectively "Pre-Transition Transactions")

(i) Transponder Transactions that (A) occur prior to the earlier of the Cutover Date and the Cutover Deadline, (B) are recorded by an NTTA-issued transponder, (C) have not been debited against the NTTA customer's pre-paid account prior to the Cutover Date and (D) are transmitted to TxDOT pursuant to Section 16(b) (collectively "Pre-Transition NTTA Transponder Transactions");

(ii) Transponder Transactions that (A) occur prior to the earlier of the Cutover Date and the Cutover Deadline, (B) are recorded by transponders issued by any Transponder Issuer other than the NTTA, (C) have not been collected by or on behalf of the NTTA prior to the Cutover Date and (D) are transmitted to TxDOT pursuant to Section 16(b); and

(iii) Video Transactions that (A) occur prior to the earlier of the Cutover Date and the Cutover Deadline, (B) have not been collected by or on behalf of the NTTA prior to the Cutover Date and (C) are transmitted to TxDOT pursuant to Section 16(b).

(b) Within ten Business Days after the Cutover Date, Developer shall transmit or otherwise deliver to TxDOT (i) all Pre-Transition Transactions, including video images for all Pre-Transition Transactions, that occurred within 30 days prior to the earlier of the Cutover Date and the Cutover Deadline, and (ii) a true and complete statement of the total amount Developer has withdrawn from the Facility Cash Collateral Sub-Account under the NTTA Tolling Services Agreement during the prior 90-day period to cover tolls from all Pre-Transition Transactions, excluding the portion of such withdrawals, if any, that the NTTA has replenished to the Facility Cash Collateral Sub-Account. Within ten Business Days after the Cutover Date, Developer may, at its election, also transmit or otherwise deliver to TxDOT Pre-Transition Transactions, including video images for all Pre-Transition Transactions, that occurred between 30 and 90 days prior to the earlier of the Cutover Date and the Cutover Deadline.

(c) TxDOT shall thereafter use good faith efforts to collect the Pre-Transition Transactions, subject to the following provisions.

(i) If the nature of the NTTA default or failure to perform under the NTTA Tolling Services Agreement is such that, in TxDOT's reasonable judgment, it would be unsuccessful in collecting Pre-Transition NTTA Transponder Transactions by attempting settlement via interoperability procedures with the NTTA, then TxDOT shall process the Pre-Transition NTTA Transponder Transactions as Video Transactions, except TxDOT

shall not impose on the customer any Incidental Charges under clause (e) of the definition of Incidental Charges.

(ii) For Pre-Transition NTTA Transponder Transactions that become classified as toll violations, TxDOT shall have the right to impose Incidental Charges under clause (d) of the definition of Incidental Charges; provided that TxDOT shall refer the violation to enforcement and collection via a collection agency or court action only with the prior written approval of Developer.

(iii) For all other Pre-Transition Transactions that are or become classified as Video Transactions, TxDOT shall have the right to impose Incidental Charges under clauses (d) and (e) of the definition of Incidental Charges; provided that TxDOT shall refer toll violations to enforcement and collection via a collection agency or court action only with the prior written approval of Developer.

(d) TxDOT shall have no obligation or liability whatsoever for any toll from Pre-Transition Transactions that TxDOT is unable to collect despite TxDOT's good faith efforts.

(e) For each Pre-Transition Transaction, TxDOT shall, via the Custodial Arrangements, deposit or cause to be deposited with the trustee under the Facility Trust Agreement an amount equal to the toll for the Pre-Transition Transaction, less fees and reimbursements payable under Sections 16(f) and adjustments made pursuant to Section 6(h) (other than monthly adjustments provided for in Section 6(h)(ii)), within two Business Days after the date TxDOT actually receives payment of such toll. Notwithstanding the foregoing, to the extent that Developer collected tolls for Pre-Transition Transactions from the Facility Cash Collateral Sub-Account under the NTTA Tolling Services Agreement, TxDOT shall have the right to first remit the foregoing deposits into the Facility Cash Collateral Sub-Account until such deposits equal the amount of such tolls Developer previously collected therefrom.

(f) For Pre-Transition Transactions, TxDOT shall be entitled to the following compensation.

(i) For each Pre-Transition NTTA Transaction that TxDOT collects as a Video Transaction, TxDOT shall be entitled to compensation equal to (i) that set forth in Section 6, plus (ii) an additional fee per such Pre-Transition NTTA Transaction that TxDOT reasonably estimates will be necessary for TxDOT to recover its out-of-pocket costs and expenses to process such Pre-Transition NTTA Transactions for collection, assuming no toll violation costs. (For informational purposes, TxDOT estimates that in calendar year 2008, this additional fee would equal approximately $0.68 per Pre-Transition NTTA Transaction that is handled as a Video Transaction. This estimate is non-binding.) The additional fee shall be payable on the same terms as payment of the fees under Section 6.

(ii) For each Pre-Transition Transaction not governed by clause (i) above, TxDOT shall be entitled to compensation equal to that set forth in Section 6.

(iii) In addition to the compensation under clause (i) or (ii) above, as applicable, for each Pre-Transition Transaction that becomes a toll violation and that Developer approves for enforcement and collection via a collection agency or court action, Developer shall reimburse TxDOT for its costs of enforcement and collection to the extent such costs are not actually recovered from Incidental Charges imposed under clause (d) of the definition of Incidental Charges at rates charged by TxDOT consistent with TxDOT's practices in respect of its own facilities.

(g) With respect to Pre-Transition Transactions, the provisions of this Section 16 supersede any inconsistent provisions elsewhere in this Tolling Services Agreement.

17. Change Orders and Change Directives

(a) General

(i) Developer and TxDOT may (but shall not be obligated to) agree on Change Orders at any time and without limitation as to the subject matter thereof.

(ii) The following may be adjusted by Change Orders or Change Directives: provisions for additional or supplemental services from TxDOT that (A) are generally within the scope of the back office services set forth in this Tolling Services Agreement, (B) are consistent with applicable Law and (C) do not adversely affect TxDOT's ability to maintain its performance in accordance with the Performance Standards, including additional or supplemental services to assist Developer in implementing its ideas, programs and packages for marketing, promotion and enhanced customer service. For the avoidance of doubt, the changes in scope of work set forth in Section 4(l) may be made only by mutually agreed Change Order.

(iii) The following may be adjusted by Change Order or Change Directive: terms and provisions of this Tolling Services Agreement (A) as necessary for Developer to implement Change Orders and Directive Letters under the Agreement that relate to or affect the pre-existing terms of this Tolling Services Agreement, including changes in User Classification, provided the adjustment is consistent with applicable Law; and (B) as necessary to comply with applicable Law.

(iv) Where the provisions above expressly permit Developer to issue a Change Directive, Developer may issue it whenever the Parties are unable to agree as to the adjustment to any portion of the compensation for TxDOT or to Performance Standards after having attempted in good faith for a period not exceeding ten Business Days to agree on such matters (which period may be extended, however, for an additional ten

Business Days if either Party elects to have the proposed Change Directive evaluated by the Independent Engineer pursuant to Section 17(f)). All Change Directives shall provide a written detailed description of the changes, and the proposed basis for adjustments in compensation and Performance Standards (if any). TxDOT shall proceed immediately with the Change Directive, and the Parties shall then negotiate a Change Order expeditiously and in good faith. If the Parties are unable to reach agreement upon the Change Order, TxDOT may assert a claim or cause of action to resolve such dispute under Section 20.

(v) Except as expressly provided above or otherwise mutually agreed in writing by the Parties, no provisions of this Tolling Services Agreement may be modified or amended by Change Order or Change Directive.

(b) Effectiveness of Change Orders.

Change Orders shall only be effective upon execution in writing by both Parties. The foregoing shall not preclude Developer or TxDOT from granting written waivers, in general or in specific instances, of provisions of this Tolling Services Agreement or related Performance Standards.

(c) Developer-Initiated Change Orders.

(i) Developer Change Order Notice. If Developer wishes to make a change pursuant to Section 17(a) or to evaluate whether to make any such change, other than due to a Change Directive, Developer shall deliver to TxDOT a written notice of the proposed change.

(ii) Evaluation of Proposed Change Order. Within 30 days after receipt of such notice, or longer or shorter period as the Parties may mutually agree depending upon the complexity of the proposed change, TxDOT shall deliver to Developer a written evaluation of the proposed change, together with TxDOT's analysis and supporting documentation supporting estimated adjustments to any applicable element of compensation or any applicable Performance Standard required as a result of such proposed change.

(iii) Developer Determination. Within 30 days after receipt of TxDOT's evaluation, Developer shall provide written notice of Developer's intent to proceed or not to proceed with the change. If Developer elects to proceed with the change and accepts TxDOT's evaluation, Developer shall prepare a Change Order for execution. If Developer elects to proceed with the Change Order but does not accept the evaluation in total, Developer shall negotiate a mutually acceptable Change Order with TxDOT or issue a Change Directive where permitted under Section 17(a).

(d) Change Order Pricing.

(i) Modifications or adjustments of TxDOT's compensation under this Tolling Services Agreement as a consequence of a Change Order or Change

Directive shall be based upon the increase or decrease in (A) where applicable, TxDOT's marginal costs directly attributable to the change and a reasonable rate of return commensurate with the risks undertaken by TxDOT under the terms of this Tolling Services Agreement respecting the affected services and under the method of pricing such services, and (B) where marginal costs are not applicable because the change requires additional or supplemental services beyond those TxDOT is already providing generally for itself, its road system, its customers, Developer and other developers, or because the change reduces services originally priced other than on a marginal cost basis, then TxDOT's reasonable costs directly attributable to the change and a reasonable rate of return commensurate with the foregoing risks.

(ii) Modifications or adjustments (whether an increase or decrease) of TxDOT's compensation shall be determined in the order of preference set forth below:

(A) Adjustments to rates using the pricing structure and methodology set forth in Section 6;

(B) If there is no agreement to rate adjustments or the Parties mutually agree that the adjustment is best done with unit prices, then an adjustment shall be negotiated using the unit prices agreed upon;

(C) If there is no agreement to unit pricing or the Parties mutually agree that the adjustment is best done with lump sum pricing, then an adjustment shall be negotiated using a lump sum; or

(D) If the Parties cannot reach agreement using the above methods and Developer has the right to, and does, issue a Change Directive to perform the changed services, TxDOT shall promptly proceed with the changed services, and the adjustment shall be determined on a time and materials basis applying marginal costs or cost savings, or the actual, reasonable direct costs or savings, as applicable, for the services attributed to the Change Directive, plus or minus an amount reflecting a reasonable rate of return commensurate with the risks described in Section 17(d)(i). In such case, (I) payments shall be due monthly within 30 days after TxDOT delivers to Developer written invoices and back-up documentation reasonably required by Developer, and (II) TxDOT shall keep and present, in such form as Developer may reasonably require, an itemized accounting together with appropriate supporting data, which shall be subject to audit by Developer in accordance with the provisions of Section 15.

(e) Impact to Performance Standards and Measures.

(i) If as a result of a Change Order or Change Directive, it is determined that such change will or does materially impair TxDOT's ability to meet the Performance Standards, then Developer and TxDOT will negotiate as

part of the Change Order (or, in the case of a Change Directive, TxDOT shall be entitled to) an appropriate adjustment to the affected Performance Standards. The adjustment shall be limited to the minimum extent reasonably necessary under the circumstances.

(ii) If it is possible to avoid an adjustment to Performance Standards through a Change Order adjusting price (or through a price adjustment in connection with a Change Directive) but Developer prefers not to incur the price adjustment, then TxDOT shall cooperate with and assist Developer with analyzing trade-offs between price and Performance Standards to give Developer a range of choices on how to proceed with the Change Order or Change Directive.

(iii) If it is not possible to adjust a Performance Standard in a manner that enables Developer to remain in compliance with its obligations under the Agreement, then Developer either may (A) incur the price adjustment to the extent needed to preserve the Performance Standard and remain in compliance with the Agreement or (B) modify or withdraw the Change Order or Change Directive.

(f) Involvement of Independent Engineer

Upon the request of either Party, the Independent Engineer shall evaluate any Change Order contemplated or proposed by either Party or any Change Directive contemplated or proposed by Developer and simultaneously report to the Parties concerning the advisability thereof and the anticipated effect (economic and otherwise) of the same on this Tolling Services Agreement, the services provided hereunder and the operation of the Facility. If so requested by either Party, the Independent Engineer also shall participate in, and facilitate, discussions between the Parties concerning any Change Order contemplated or proposed by either Party or any Change Directive contemplated or proposed by Developer.

(g) Open Book Basis

All negotiations of Change Orders shall be conducted on an Open Book Basis. Except as required to be disclosed by judicial order or applicable Law, both Parties shall maintain the confidentiality of confidential records obtained or reviewed on an Open Book Basis in connection with such negotiations.

18. Representations and Warranties; Covenant Regarding Developer Existence and Good Standing

(a) TxDOT represents and warrants to Developer that, as of the Effective Date:

(i) TxDOT is duly organized and validly existing under the laws of the state of Texas and has full power, right and authority to execute, deliver and perform this Tolling Services Agreement and each and all of the obligations of TxDOT provided for herein.

(ii) TxDOT is a governmental entity and as such has no issued or outstanding capital stock (including options, warrants and other rights to acquire capital stock).

(iii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary action of TxDOT; each person executing this Tolling Services Agreement on behalf of TxDOT has been duly authorized to execute and deliver it on behalf of TxDOT; and this Tolling Services Agreement has been duly executed and delivered by TxDOT.

(iv) Provided that Developer properly exercised its step-in or termination rights under the NTTA Tolling Services Agreement, neither the execution and delivery by TxDOT of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments or governing statutes of TxDOT, any approvals or laws applicable to TxDOT or any other material agreement to which TxDOT is a party.

(v) Provided that Developer properly exercised its step-in or termination rights under the NTTA Tolling Services Agreement, this Tolling Services Agreement constitutes the legal, valid and binding obligation of TxDOT, enforceable against TxDOT in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.

(vi) There is no action, suit, proceeding, investigation or litigation pending and served on TxDOT which challenges TxDOT's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the TxDOT official executing this Tolling Services Agreement; and TxDOT has disclosed to Developer any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which TxDOT is aware.

(vii) TxDOT is not in breach of any applicable Law that would have a material adverse effect on TxDOT's ability to perform its obligations under this Tolling Services Agreement.

(viii) TxDOT has all necessary expertise, qualifications, experience, competence, skills and know-how to perform its obligations under this Tolling Services Agreement.

(b) Developer represents and warrants to TxDOT that, as of the Effective Date:

(i) Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Tolling Services

Agreement and to perform each and all of the obligations of Developer provided for herein. Developer is duly qualified to do business, and is in good standing, in the State of Texas.

(ii) The execution, delivery and performance of this Tolling Services Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action (as the case may be) of Developer; each person executing this Tolling Services Agreement on behalf of Developer has been duly authorized to execute and deliver it on behalf of Developer; and this Tolling Services Agreement has been duly executed and delivered by Developer.

(iii) Neither the execution and delivery by Developer of this Tolling Services Agreement, nor the consummation of the transactions contemplated hereby, is in conflict with or has resulted or will result in a default under, or a violation of, the governing instruments of Developer, any approvals or laws applicable to develop or any other material agreement to which Developer is a party.

(iv) This Tolling Services Agreement constitutes the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and general principles of equity.

(v) There is no action, suit, proceeding, investigation or litigation pending and served on Developer which challenges Developer's authority to execute, deliver or perform, or the validity or enforceability of, this Tolling Services Agreement or which challenges the authority of the Developer official executing this Tolling Services Agreement; and Developer has disclosed to TxDOT any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which Developer is aware.

(vi) Developer is not in breach of any applicable law that would have a material adverse effect on the operations of the Facility or Developer's ability to perform its obligations under this Tolling Services Agreement.

(vii) Developer is the "Developer" named in the Agreement and is the legal and valid holder of the Developer's Interest under the Agreement.

(viii) Developer has delivered to the trustee under the Facility Trust Agreement a written certificate (A) naming TxDOT as the exclusive "Toll Operator" entitled to the benefits and protections of the provisions of the Facility Trust Agreement pertaining to Toll Operators and (B) revoking any prior naming of the NTTA as a "Toll Operator;" and Developer has not and will not, so long as this Tolling Services Agreement is in effect, revoke such certificate or name a different or additional Person as "Toll Operator."

(c) The foregoing representations and warranties of TxDOT and Developer shall survive for a period of two years following the expiration or earlier termination of this Tolling Services Agreement.

(d) Developer covenants and agrees that it will maintain its existence and will remain in good standing in the State of Texas throughout the Term of this Tolling Services Agreement and will maintain its existence for as long thereafter as any obligations remain outstanding under this Tolling Services Agreement. The provisions of this Section 18(d) shall survive the expiration or earlier termination of this Tolling Services Agreement.

19. Default and Remedies

(a) Developer Default and TxDOT Remedies.

(i) Developer shall be in default under this Tolling Services Agreement in the event (A)(1) subject to Section 6(i), Developer fails to make any payment to TxDOT when due hereunder or (2) Developer fails to perform any other obligation of Developer hereunder (i.e., any obligation other than payment obligations covered by the preceding clause (1)), and either such failure continues for 30 days (or, with respect to obligations covered by clause (2) above, if such failure cannot be cured within 30 days but Developer has begun diligently pursuing a cure within such 30 days and continues to diligently pursue such cure, 90 days) after TxDOT delivers written notice thereof to Developer, (B) Developer shall file a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law, (C) Developer shall consent to an involuntary petition in bankruptcy against it or fail to vacate within 60 days from the date of entry thereof any order approving an involuntary petition in bankruptcy against it, (D) an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Developer as bankrupt or insolvent or appointing a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for 60 days after its entry, (E) any representation or warranty of Developer hereunder was not true when made and such failure has a material adverse effect on Developer's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement, or (F) Developer assigns its rights and obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement.

(ii) In the event of a default by Developer under this Tolling Services Agreement, TxDOT shall be entitled to all rights and remedies available under this Tolling Services Agreement, at Law or in equity, including the right to terminate this Tolling Services Agreement for failure of Developer to pay any sum when due (each of which rights and remedies shall be cumulative and in addition to any such other rights and remedies); provided that with respect to termination (A) TxDOT shall first deliver to Developer written notice of election to terminate, (B) termination shall be effective the first to occur of (1) 180 days after TxDOT delivers such notice to Developer, or (2) the date Developer and/or its replacement

contractor for toll collection and enforcement services is ready to commence performing such services, and (C) pending the effective date of termination, TxDOT shall continue to diligently perform the services hereunder, including assisting with transition of services as set forth in Section 3(d). TxDOT's recoverable damages (following any termination of this Tolling Services Agreement) shall include the unamortized portion of all TxDOT's reasonable direct costs to prepare and mobilize for performance of this Tolling Services Agreement, including equipment costs, costs of interface coordination, hiring and training costs, and similar costs directly attributable to such preparation and mobilization. Such costs shall be deemed amortized on a straight-line basis over a period of five years starting on the Cutover Date.

(iii) No remedy referred to in this Section 19(a) is intended to be exclusive, but, to the extent permissible hereunder and under applicable Laws, each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to TxDOT under applicable Laws. To the extent that any Developer default under this Tolling Services Agreement also constitutes a default by Developer under the Agreement, TxDOT's rights and remedies shall in no way be limited to those specified in this Tolling Services Agreement.

(iv) Provided that Developer shall have given written notice to TXDOT of any Lender and/or Collateral Agent that Developer desires should have the right (but not the obligation) to cure any default by Developer hereunder, and the address for notice to such Lender and/or Collateral Agent, TXDOT shall deliver to such Lender and/or Collateral Agent written notice of any default by Developer hereunder at the same time as delivery of the default notice to Developer. Such Lender and/or Collateral Agent (and/or its designee, including, if applicable, any Substituted Entity that succeeds to Developer's interest hereunder prior to the lapse of any applicable cure period hereunder) shall have the right (but not the obligation) to cure such default within the same period of time granted to Developer hereunder, plus, in the case of a default under Section 19(a)(i)(A) or (E), an additional 30 days (15 days in the case of a payment default) following the expiration of the cure period afforded to Developer hereunder. If such default has not been cured by the expiration of the cure period provided herein, regardless of whether an event of default has occurred and is continuing under any loan documents between such Lender and/or Collateral Agent and Developer, or whether such Lender and/or Collateral Agent has exercised any rights or remedies with respect thereto, TXDOT shall have and may exercise all the rights and remedies otherwise available to it under, or referenced in, this Tolling Services Agreement.

(b) TxDOT Default and Developer's Remedies.

(i) TxDOT shall be in default under this Tolling Services Agreement in the event (A) TxDOT fails to make any payment to Developer when due hereunder and the failure to pay continues for 30 days after Developer delivers written notice thereof to TxDOT; (B) any representation or

warranty of TxDOT hereunder was not true when made and such failure has a material adverse effect on TxDOT's ability to perform its obligations in accordance with the requirements of this Tolling Services Agreement; (C) TxDOT assigns its rights and obligations under this Tolling Services Agreement in violation of this Tolling Services Agreement; or (D) TxDOT fails to perform any other obligation of TxDOT hereunder, and the failure to perform such other obligation continues for 30 days after Developer delivers written notice thereof to TxDOT, or if TxDOT has begun diligently pursuing a cure of such failure within such 30 days and continues to diligently pursue such cure, then 90 days after Developer delivers written notice thereof to TxDOT.

(ii) In the event of a default by TxDOT under this Tolling Services Agreement, subject to Section 19(e), Developer shall be entitled to recover all losses and damages incurred as a result of TxDOT's default, with the amount of such damages to include, and not involve double counting of, all Delinquent Payment Deductions and Non-Compliance Deductions from the TxDOT Compensation made pursuant to Section 6 by reason of such default. For the avoidance of doubt, the application of Delinquent Payment Deductions and Non-Compliance Deductions under this Tolling Services Agreement shall constitute only a monetary offset and not a cure for the relevant event (and shall not be deemed to be an exclusive remedy).

(iii) In the event of a default by TxDOT under this Tolling Services Agreement, Developer shall be entitled to all other rights and remedies available under this Tolling Services Agreement, at Law or in equity, including the right to terminate this Tolling Services Agreement for a default under Section 19(b)(i)(A), (B) or (C) or a material default under Section 19(b)(i)(D) (each of which rights and remedies shall be cumulative and in addition to any such other rights and remedies); provided that with respect to termination (A) Developer shall first deliver to TxDOT written notice of election to terminate, (B) termination shall be effective the first to occur of (1) 180 days after Developer delivers such notice to TxDOT; (2) the date Developer and/or its replacement contractor for toll collection and enforcement services is ready to commence performing such services, and (3) any other date specified by Developer, and (C) pending the effective date of termination, Developer shall continue to diligently work with TxDOT to perform the services hereunder, including assisting with transition of services as set forth in Section 3(d).

(iv) No remedy referred to in this Section 19(b) is intended to be exclusive, but, to the extent permissible hereunder and under applicable Laws, each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Developer under applicable Laws.

(c) Remedial Measures.

(i) In the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against TxDOT is greater than thirty percent (30%) of the total assessable Non-Compliance Points for each month in any period of three consecutive calendar months during the Term, then, at the Developer-TxDOT Regular Meeting following the third such calendar month, Developer may request TxDOT to prepare a plan for the correction of the applicable non-compliance and, in such case, TxDOT shall deliver to Developer such corrective plan no later than 15 days following Developer's request, and TxDOT thereafter shall implement such plan and exercise diligent efforts to correct the applicable non-compliance. In the event that the number of Non-Compliance Points, cured or uncured, assessed against TxDOT is not reduced to or below thirty percent (30%) of the total assessable Non-Compliance Points for the calendar month that is the second full calendar month following TxDOT's delivery of such corrective plan to Developer, then TxDOT shall prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(c)(ii). Notwithstanding the foregoing, in the event that the number of Non-Compliance Points (determined pursuant to Attachment 2), cured or uncured, assessed against TxDOT is greater than fifty percent (50%) of the total assessable Non-Compliance Points for any month during the Term, then TxDOT shall thereupon prepare and submit to Developer for Developer's approval a remedial plan complying with the requirements of Section 19(c)(ii). Developer shall not unreasonably withhold or delay its approval of a remedial plan delivered pursuant to this Section 19(c)(i).

(ii) The remedial plan shall set forth a schedule and specific actions to be taken by TxDOT to (A) reduce the number of monthly Non-Compliance Points in any calendar month to no more than thirty percent (30%) of the total assessable Non-Compliance Points, (B) reasonably assure performance at levels required by this Tolling Services Agreement, and (C) reasonably assure prevention of recurrence of Non-Compliance Points in excess of thirty percent (30%) of the total assessable Non-Compliance Points in any calendar month. Such actions may include improvements to TxDOT's quality management practices, plans and procedures, revising and restating management plans, changes in organizational and management structure, increased monitoring and inspections, changes in key personnel, changes in training programs, and replacement of contractors.

(iii) TxDOT shall diligently and in good faith carry out all actions described in the approved remedial plan according to the schedule set forth in the remedial plan. If TxDOT shall fail to take any action described in the approved remedial plan in accordance with the schedule set forth in the remedial plan, then such failure shall constitute grounds for Developer to terminate this Tolling Services Agreement.

(iv) TxDOT shall deliver to Developer a monthly written report, in reasonable detail, of TxDOT's progress in carrying out the approved remedial plan. At Developer's request, TxDOT shall allow Developer to inspect TxDOT's books and records, and monitor TxDOT's procedures and practices, to the extent relating to, and as reasonably required to verify proper implementation of, the remedial plan.

(v) Notwithstanding the foregoing provisions of this Section 19(c) with respect to TxDOT's preparation, submittal and implementation of the remedial plan provided for in the next to last sentence of Section 19(c)(i), if at the time TxDOT is required to submit such remedial plan to Developer hereunder, Developer is able to, and does, provide to TxDOT written evidence reasonably demonstrating that TxDOT's non-performance under this Tolling Services Agreement has caused traffic on, and revenue from, the Facility to decrease, then TxDOT shall have 30 days thereafter to correct its non-performance, with the determination concerning whether such non-performance has been corrected to be based on whether TxDOT has reduced the number of Non-Compliance Points for such 30-day period to no more than thirty percent (30%) of the total assessable Non-Compliance Points. If TxDOT shall fail to correct such non-performance by the end of such 30-day period, then such failure shall constitute grounds for Developer to terminate this Tolling Services Agreement.

(d) Interest and Late Charges.

(i) Except as provided with respect to the Delinquent Payment Deduction, any sum owing from one Party to the other that is not paid when due shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date due and continuing until paid.

(ii) In addition to interest, in the event either Party fails to pay to the other Party when due any amount set forth in an invoice received pursuant to Section 6(h) that is undisputed or is disputed but finally determined to be payable, such Party shall owe and pay to the other Party a one-time late charge equal to 3% of the undisputed amount or the amount finally determined to be payable, as applicable; provided, however, that if in connection with the resolution of any dispute between the Parties concerning any amount payable hereunder, the applicable Party from whom payment is owed shall deposit an amount equal to the amount in controversy into the Toll Operator Dispute Account and such amount is held therein and disbursed in accordance with the resolution of the related dispute, then such late charge shall not apply.

(e) Limitations on Liability.

(i) Notwithstanding any other provision of this Tolling Services Agreement and except as set forth in Section 19(e)(ii), to the extent permitted by applicable Law, neither Party shall be liable for punitive damages or special, indirect or incidental consequential damages or loss of profit or income arising out of breach of this Tolling Services Agreement, tort

(including negligence) or any other theory of liability, and each Party hereby releases the other Party from any such liability.

(ii) The foregoing limitation on liability for special, indirect and incidental consequential damages or loss of profit or income shall not apply to or limit any right of recovery one Party may have against the other Party under applicable Law respecting the following:

(A) Losses, damages, debts, obligations and liabilities (including defense costs) to the extent covered by the proceeds of insurance actually carried by or insuring the liable Party;

(B) Losses, damages, debts, obligations and liabilities arising out of fraud, criminal conduct, intentional misconduct, recklessness, bad faith or gross negligence;

(C) Developer's obligation to pay compensation to TxDOT under this Tolling Services Agreement as set forth in Section 6; provided, however, that to the extent pursuant to applicable Law TxDOT is entitled to claim from Developer damages that result from an early termination (other than an early termination due to a default by TxDOT hereunder) and constitute a measure of future compensation, the aggregate amount of such damages, if any, that may be payable to TxDOT for such lost future compensation in respect of the remaining period of the stated Term of this Tolling Services Agreement (without regard to such early termination hereof) following the date of any such termination hereof shall not exceed the TxDOT Prospective Compensation Damages Limit (and for the avoidance of doubt, it is acknowledged that such limitation applies only in respect of TxDOT's prospective compensation that would be lost as a consequence of the early termination of this Tolling Services Agreement, and such limitation shall not apply to limit any claims of TxDOT relating to (i) any compensation accrued and owing to TxDOT under this Tolling Services Agreement as of the date of any termination of this Agreement by TxDOT due to a default by Developer hereunder, (ii) amounts owing to TXDOT in connection with any such termination in respect of TxDOT's recoverable unamortized costs and expenses related to its services hereunder), or (iii) any Developer breach or failure to perform under the Agreement;

(D) Loss of Toll Revenues owing to Developer, attributable to a TxDOT breach or failure to perform;

(E) Damages that are owing by a Party under another agreement or contract pertaining to the Facility (including, without limitation, the Agreement) or the services under this Tolling Services Agreement and that are incurred due to the other Party's breach of this Tolling Services Agreement;

(F) Transition costs incurred by Developer or TxDOT upon its proper exercise of a right to terminate this Tolling Services Agreement;

(G) In the event of Developer's proper exercise of a right to terminate this Tolling Services Agreement, costs Developer incurs to procure, hire, transition to and compensate a replacement service provider for comparable services for the remainder of the term after termination, to the extent the compensation exceeds that which would be owing to TxDOT for the remainder of the term, subject to the limitation that damages related to any difference in level of compensation of the replacement service provider shall not exceed the Replacement Provider Compensation Damages Limit;

(H) Specific amounts either Party may owe or be obligated to reimburse to the other Party under the express provisions of this Tolling Services Agreement in respect of any period prior to termination;

(I) Interest, late charges, fees, transaction fees and charges, penalties and similar charges that this Tolling Services Agreement expressly states are due from one Party to the other Party; and

(J) Any credits, deductions or offsets that this Tolling Service Agreement expressly provides to a Party against amounts owing to the other Party.

(f) Mitigation of Damages.

Each Party acknowledges its duty at law to mitigate damages arising out of the other Party's breach or failure to perform. For the benefit of TxDOT, both Parties also shall use reasonable efforts to mitigate damages in the event this Tolling Services Agreement is terminated by reason of a Termination for Convenience of the Agreement or termination of the Agreement due to TxDOT Default or suspension of work.

20. Dispute Resolution

Sections 17.7 and 17.8 of the Agreement, and the provisions referenced therein, shall govern all disputes under this Tolling Services Agreement and are hereby incorporated by reference as though set forth in full herein, except that:

(a) Wherever the term "the CDA Documents" is used it is replaced with the phrase "this Tolling Services Agreement;"

(b) Section 17.8.1.5(b) of the Agreement is changed to read, "Any claim or dispute that does not arise under this Tolling Services Agreement or the CDA Documents;"

(c) The following language is added to Section 17.8.4.1(a) of the Agreement: "Wherever in the Disputes Board Agreement there is a reference to the

Agreement and/or specific sections of the Agreement, for purposes of Disputes under this Tolling Services Agreement it shall be deemed to refer to this Tolling Services Agreement and the provisions of Section 17.8 of the Agreement incorporated herein;" and

(d) Wherever the term "Effective Date" is used it is replaced with the phrase "date this Tolling Services Agreement is executed."

21. [RESERVED]

22. Malfunction, Damage or Destruction of TxDOT Facilities

(a) Refer to Section 7(a) regarding procedures to be followed where Developer does not receive acknowledgment of receipt by TxDOT's CSC Host of Transactions properly transmitted to TxDOT's CSC Host in accordance with the ICD. In addition to such procedures, at TxDOT's request Developer shall attempt re-transmission of any such Transaction every two hours for a period of 24 hours after the first time Developer properly transmits the Transaction in accordance with the ICD.

(b) TxDOT shall be entitled to the relief set forth in Section 22(d) in the following circumstances:

(i) TxDOT's customer service center or information technology system used to provide the services set forth in this Tolling Services Agreement, or the building in which such customer service center or information technology system is housed, is physically damaged or destroyed or otherwise precluded from processing Transactions due to a state of public emergency and as a result thereof TxDOT is rendered unable to normally receive or process Transactions for payment;

(ii) The event causing the damage, destruction or state of public emergency (and the effects of such event) (A) are not caused by the negligence or willful misconduct or other culpability of TxDOT or its officers, employees, agents or representatives, and (B) could not have been avoided by the exercise of caution, due diligence or reasonable care or efforts by TxDOT; and

(iii) The inability to render such services continues for a period in excess of two consecutive days.

(c) TxDOT shall take all steps reasonably necessary to mitigate the consequences of the foregoing circumstances, including implementing its emergency backup and recovery systems and procedures. TxDOT shall bear the costs of repair to and restoration of its own facilities required as a consequence of the events and occurrences contemplated by this Section.

(d) If TxDOT establishes that the circumstances described in Section 22(b) exist, then:

(i) TxDOT shall be entitled to an extension of time to make payments to Developer regarding Transactions that it is rendered unable to normally receive or process for payment due to such circumstances, provided that such extension of time shall apply only to Transactions that occur up to the 30th consecutive day that TxDOT is unable to normally receive or process Transactions for payment. For those Transactions for which TxDOT is entitled to an extension of time, it shall make payment to Developer for the toll charges associated with such Transactions on the first to occur of (A) five Business Days after TxDOT restores service and receives the Transaction at TxDOT's CSC Host or TxDOT's back-up system, or (B) the date that is the later of (1) 30 days after the Transaction occurs and (2) five Business Days after the date Developer delivers to TxDOT in digital form the data for the Transaction that would have been received at TxDOT's CSC Host absent the foregoing circumstances.

(ii) All toll charges whose payment is deferred pursuant to this Section 22(d), as a consequence of the circumstances described in Section 22(b), beyond the date payment would otherwise be due under Section 6 shall bear interest at a floating rate equal to the LIBOR in effect from time to time, commencing on the date it would be due absent the deferral and continuing until paid. TxDOT shall pay such interest concurrently with its payment of the deferred toll charges.

(iii) Non-Compliance Points shall not be assessed against TxDOT as a result of inability to perform its obligations due solely and directly to the circumstances described in Section 22(b).

(iv) For the avoidance of doubt, if any payments owing by TxDOT are delayed due to a malfunction that is not attributable to the circumstances described in Section 22(b), then TxDOT shall not be excused from any penalties or other consequences of such delayed payment provided for in this Tolling Services Agreement, (including, as applicable, the Delinquent Payment Deductions and any rights and remedies Developer may have hereunder).

(e) During any period that TxDOT is unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b), Developer shall be free to seek and obtain temporary substitute services elsewhere. TxDOT shall have no right to compensation, and no liability for payment to Developer, respecting Transactions that Developer chooses to process through any such substitute service provider. If TxDOT remains unable to normally receive or process Transactions for payment, or to render other services hereunder, due to the circumstances described in Section 22(b), for more than 90 consecutive days, then notwithstanding that such situation shall not constitute a default by TxDOT, (i) Developer shall have the right to terminate this Tolling Services Agreement and (ii) TxDOT shall reimburse Developer all costs and expenses Developer incurs in connection with the transfer of the services, functions, rights and responsibilities to Developer, its contractors or designee; provided, however, that TxDOT shall not be liable for any such transfer costs and expenses in excess of

the amount that is equal to 200% of the amount that could reasonably be expected to be incurred in connection with any such transfer from NTTA to TxDOT.

23. Assignment; New Tolling Services Agreement

(a) Developer shall have the right to assign this Tolling Services Agreement only to the extent that it is permitted to assign the Developer's Interest pursuant to Section 21 of the Agreement.

(b) Any acceptance by a Lender or any of their respective successors, assigns or designees of assignment of this Tolling Services Agreement pursuant to Section 23(a) shall not operate to make the assignee responsible or liable for any breach hereof by Developer or for any amounts due and owing hereunder for work or services rendered prior to assumption (but without restriction on TxDOT's rights to suspend work or demobilize due to Developer's uncured default).

(c) TxDOT acknowledges that this Tolling Services Agreement is for the personal services of TxDOT. Accordingly, TxDOT shall have the right to assign this Tolling Services Agreement only as follows:

(i) Without Developer's consent, to any other Person that succeeds to (A) all the governmental powers and authority of TxDOT or (B) all the tolling service functions and operations of TxDOT in the State; and

(ii) To any other Person only with the prior written consent of Developer in its sole discretion.

(d) No assignment shall relieve the assigning Party from any liability under this Tolling Services Agreement arising prior to the effective date of assignment, or impair any of the other Party's rights or remedies due to the assigning Party's default occurring prior to the effective date of assignment.

(e) In the event that (i) the CDA Documents and this Tolling Services Agreement are terminated under circumstances in which, under the terms of Section 20.4.8 of the Agreement, a Lender or Substituted Entity would have the option to enter into New Agreements with TxDOT, and (ii) such Lender or Substituted Entity elects under Section 20.4.8 of the Agreement to enter into New Agreements, such Lender or Substituted Entity and TxDOT also shall enter into a new Tolling Services Agreement (the "New TSA"), subject to the following: (A) the New TSA shall be effective as of the date of termination of this Tolling Services Agreement and shall be for the remainder of the term of this Tolling Services Agreement, and otherwise shall be on the terms, covenants and conditions contained in this Tolling Services Agreement; (B) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and TxDOT, such Lender or Substituted Entity shall pay to TxDOT any and all sums that would be due under this Tolling Services Agreement but for such termination and shall otherwise fully remedy any existing defaults by Developer under this Tolling Services Agreement (provided, however, that with respect to any such defaults by Developer that cannot be cured until such Lender or Substituted Entity obtains possession of the Facility, such Lender or Substituted

Entity shall have such time, after it obtains possession, as is necessary with the exercise of good faith, diligence and continuity, to cure such defaults, in any event not to exceed 180 days after the date it obtains possession); and (C) as a condition to the effectiveness of the New TSA and upon the execution of the New TSA by such Lender or Substituted Entity and TxDOT, without duplication of any amounts previously paid by Developer, such Lender or Substituted Entity shall pay to TxDOT all reasonable costs and expenses incurred by TxDOT in connection with (1) Developer's default and the termination of this Tolling Services Agreement, (2) the assertion of rights, interests and defenses in any bankruptcy proceeding, (3) all TxDOT Compensation earned by TxDOT during any period of possession of the Facility by TxDOT, except to the extent recovered by TxDOT from Toll Revenues earned during such period of possession, and (4) the preparation, execution and delivery of the New TSA. Upon request of the applicable Lender or Substituted Entity, TxDOT will provide a written, documented statement of the costs and expenses described in clause (C) of the preceding sentence. In the event this Tolling Services Agreement is terminated as a result of any bankruptcy or insolvency proceeding of Developer in which the Agreement is not terminated and New Agreements are not to be entered into by a Lender or Substituted Entity under Section 20.4.8 of the Agreement, then, without limiting any obligation of Developer, any Lender or any Substituted Entity under applicable law to enter into a new Tolling Services Agreement with TxDOT, upon a Lender's or Substituted Entity's written request delivered to TxDOT within 60 days of such termination, such Lender or Substituted Entity and TxDOT shall enter into a New TSA subject to the terms and conditions set forth in clauses (A) through (C) of the second preceding sentence (and TxDOT will reasonably cooperate with Lender or such Substituted Entity in Lender's or such Substituted Entity's procurement of any court, trustee or regulatory approvals required for such New TSA, subject to Lender's or such Substituted Entity's payment of the reasonable costs and expenses of TxDOT incurred in connection therewith). The provisions of this Section 23(e) shall survive the termination of this Tolling Services Agreement and shall continue in full force and effect thereafter to the same extent as if this Section 23(e) were a separate and independent contract made by TxDOT and the Lender or Substituted Entity.

24. Special Provisions for Compliance with Agreement

(a) TxDOT agrees to recognize and attorn to any Lender upon receipt of written notice from the Lender that it has exercised step-in rights under the Agreement. If TxDOT receives any such notice, it shall have no obligation to obtain Developer's consent or approval, and no obligation to determine whether the Lender validly exercised its step-in rights. Developer hereby waives and releases any claim or cause of action against TxDOT arising out of or relating to its recognition and attornment in reliance on any such written notice.

(b) This Tolling Services Agreement shall automatically terminate, without further notice, upon any termination of the Agreement, without liability of TxDOT for any Developer lost profits, lost business opportunity or any other loss, damage, cost or expense (without prejudice to Termination Compensation under the Agreement); and without liability of Developer for any TxDOT loss, damage cost

or expense, except for TxDOT's unamortized costs described in Section 18(a)(ii), (without prejudice to TxDOT's right to damages under the Agreement).

25. Labor Practices

(a) TxDOT at all times shall comply, and require by contract that all its subcontractors and vendors performing services under this Tolling Services Agreement comply, with all applicable federal and State labor, occupational safety and health standards, rules, regulations and federal and State orders.

(b) TxDOT shall not, and shall cause any subcontractor to not, discriminate on the basis of race, color, national origin, sex, age, religion or handicap in the performance of the services under this Tolling Services Agreement. TxDOT shall carry out, and shall cause its subcontractors to carry out, applicable requirements of 49 CFR Part 26. Failure by TxDOT to carry out these requirements is a material breach of this Tolling Services Agreement, which may result in termination hereof or such other remedy permitted hereunder as Developer deems appropriate. TxDOT shall include this provision in every subcontract (including purchase orders) pertaining to the services under this Tolling Services Agreement.

(c) TxDOT confirms for itself and all subcontractors providing services under this Tolling Services Agreement that TxDOT and each such subcontractor has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, color, national origin, sex, age, religion or handicap; and that TxDOT and each such subcontractor maintains no employee facilities segregated on the basis of race, color, national origin, sex, age, religion or handicap. TxDOT shall comply with all applicable Equal Employment Opportunity and nondiscrimination provisions set forth in Exhibit 8 to the Agreement, and shall require such subcontractors to comply with such provisions.

26. Designation of Authorized Representatives

TxDOT and Developer shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement ("Authorized Representative"). Attachment 7 to this Tolling Services Agreement provides the initial Authorized Representative designations. A Party may change such designations by a subsequent writing delivered to the other Party in accordance with Section 27. The Parties shall cause their respective Authorized Representatives to cooperate and coordinate with one another in the administration of this Tolling Services Agreement.

27. Notices

(a) Any communication, notice or demand of any kind whatsoever under this Tolling Services Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Developer:

NTE Mobility Partners LLC
9600 Great Hills Trail, Suite 250E
Austin, Texas 78759
Attention: Nicolas Rubio
Telephone: (512) 637-8545
Mobile Telephone: (512) 496-1096
Facsimile: (512) 637-1498

With copies to:

NTE Mobility Partners Segments 3 LLC
9001 Airport Freeway, Suite 600
North Richland Hills, Tx 76180
Attention: John Hagan
Telephone: (817) 710-0502
Facsimile: (817) 710-0509

If to TxDOT:

_____
_____
_____
Attention: _____
Telephone: ( ) _____
Facsimile: ( ) _____

With copies to:

_____
_____
_____
Attention: _____
Telephone: ( ) _____
Facsimile: ( ) _____

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

(b) All notices and other communications required or permitted under this Tolling Services Agreement which are addressed as provided in this Section 27 are effective upon delivery, if delivered personally or by overnight mail, facsimile or electronic mail and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

28. [RESERVED]

29. Amendment

This Tolling Services Agreement may be amended only if in writing executed by Developer and TxDOT.

30. Independent Engineer

As soon as practicable following the Parties' execution and delivery of this Tolling Services Agreement, and in any event no later than 6 months thereafter, the Parties shall engage an independent third party engineering firm (the "Independent Engineer") to provide the services that this Tolling Services Agreement states are to be provided by the Independent Engineer. The Independent Engineer shall have at least ten years' experience in the provision of services that are the same as those contemplated to be provided by the Independent Engineer hereunder. The Parties shall engage the Independent Engineer pursuant to a three-party agreement among, and containing terms and conditions reasonably acceptable to, Developer, TxDOT and the Independent Engineer (the "Independent Engineer Agreement"), which Independent Engineer Agreement shall provide for, among other things, the right by each Party to unilaterally remove the then acting Independent Engineer (i) for cause or (ii) once every five years without cause; provided, however, that in connection with the removal and replacement of the Independent Engineer without cause, the Party effecting the removal shall bear the costs and expenses of both Parties that are related to the engagement of a successor Independent Engineer. The Independent Engineer Agreement shall include provision for the equal allocation, between Developer and TxDOT, of the costs and expenses of the Independent Engineer in the performance of its services under the Independent Engineer Agreement]. The Independent Engineer engaged by the Parties pursuant to the terms hereof may be, but shall not be required to be, the same Person engaged as the Independent Engineer (as defined in the Agreement) under the Agreement. The Independent Engineer is to perform the functions provided for under this Tolling Services Agreement and the Independent Engineer Agreement and to assist and advise the Parties concerning its findings and recommendations. The Independent Engineer's determinations are not final and binding. If there is a continuing disagreement between the Parties concerning any matter subject to review by the Independent Engineer following the Independent Engineer's review and recommendation in respect thereof, such disagreement shall be resolved pursuant to Section 20 hereof. The Parties agree not to disclose the findings, reports or other work product of the Independent Engineer to any person other than a Permitted Person; provided, however, that such non-disclosure restriction shall not apply to any information as and to the extent required to be disclosed by applicable law or to information that becomes public other than by virtue of a breach of this restriction, and such non-disclosure restriction also shall not preclude disclosure of information to any applicable arbitrator or court in a dispute resolution proceeding pursuant to Section 20. Permitted Persons shall be informed of the confidential nature of the information disclosed to them and shall be required to agree to act in accordance with the provisions of the foregoing non-disclosure provisions with respect to such information.

31. Non-Disparagement

Each Party agrees not to make any statement, written or oral, to any third party which disparages or criticizes the other Party or the other Party's respective officers, directors, agents, or management and business practices, in each case in connection with the

performance or administration of this Tolling Services Agreement or in connection with any matter related hereto. The provisions of this Section 31 shall not apply to any truthful statement required to be made by either Party, or such Party's officers, directors or agents, as the case may be, in any legal proceeding or governmental or regulatory investigation or to any internal discussions or communications between the Parties.

32. Governing Law

The laws of the State of Texas shall govern this Tolling Services Agreement.

33. Interpretation

(a) The title headings of the respective paragraphs of this Tolling Services Agreement are inserted for convenience only, and shall not be deemed to be part of this Tolling Services Agreement or considered in construing this Tolling Services Agreement.

(b) Wherever the word "including," "includes" or "include" is used in this Tolling Services Agreement, it shall be deemed to be followed by the words "without limitation".

(c) All references to "Section" or "subsection" means the Section or subsection of this Tolling Services Agreement unless specifically provided otherwise.

(d) This Tolling Services Agreement includes all the Attachments hereto.

34. Counterparts

This Tolling Services Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Tolling Services Agreement as of the date first written above.

TxDOT

Attest:

TEXAS DEPARTMENT OF TRANSPORTATION,

_____
Secretary

By: _____
Name: Phil Wilson
Title: Executive Director

APPROVED AS TO FORM:

By: _____

Developer

NTE MOBILITY PARTNERS SEGMENTS 3 LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attachment 1

Definitions

Definitions from Agreement

The following lists the capitalized terms that are used in this Tolling Services Agreement and defined in the Agreement:

Affiliate
CDA Documents
Change in Law
Chief Executive Officer of Developer
Contractor
Customer Groups
Day or day
Developer's Interest
Directive Letter
Disputes Board
Disputes Board Agreement
Disputes Board Decision
Disputes Board Member Conflict of Interest
Disputes Board Member Misconduct
Dispute Resolution Procedures
Proposal Due Date
Electronic Toll Collection System, or ETCS
Executive Director
Exempt Vehicles
Facility
Facility Segment
Facility Trust Agreement
Fast-Track Dispute
Force Majeure Event
Good Industry Practice
Grounds for Appeal
Incidental Charges
Informal Resolution Procedures
Laws
Lender
New Agreements
NTTA
NTTA Tolling Services Agreement
Person
Service Commencement
Service Commencement Date
Special Vehicles
Substituted Entity
Technical Documents
Technical Provisions
Termination for Convenience
Toll Revenue

Toll Revenue Account
User
User Classification
User

Additional Definitions are as follows:

Agreement means the certain Facility Agreement dated March 1, 2013 between Developer and TxDOT concerning the Facility.

Authorized Representative means the individuals authorized to make decisions and bind the Parties on matters relating to this Tolling Services Agreement pursuant to Section 26.

Average Monthly TxDOT Compensation means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), one twelfth (1/12) of the total TxDOT Compensation for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly TxDOT Compensation or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), the monthly average of the TxDOT Compensation for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Facility (or for the Facility Segment that has most recently achieved Service Commencement prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly TxDOT Compensation, if Developer develops the Facility in Facility Segments).

Average Monthly TxDOT Cost of Services means (i) after this Tolling Services Agreement has been in effect for a period of at least 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), one twelfth (1/12) of TxDOT's total cost of providing services hereunder for the 12 full calendar months immediately preceding the termination of this Tolling Services Agreement requiring a determination of the Average Monthly TxDOT Cost of Services or (ii) prior to such time as this Tolling Services Agreement has been in effect for 12 full calendar months following the Service Commencement Date for the Facility (or for the Facility Segment that last achieves Service Commencement, if Developer develops the Facility in Facility Segments), the monthly average of TxDOT's total cost of providing services hereunder for the number of full calendar months during which this Tolling Services Agreement has been in effect following the Service Commencement Date for the Facility (or for the Facility Segment that has most recently achieved Service Commencement prior to the termination of this Tolling Services Agreement requiring a determination of the Average Monthly TxDOT Cost of Services, if Developer develops the Facility in Facility Segments). TxDOT's total cost of providing services used for purposes of determining the Average Monthly TxDOT Cost of Services shall not include any costs that otherwise would be included in the total cost of providing services hereunder that have actually been recovered by TxDOT through the collection of Incidental Charges;

provided, however, that TxDOT's Video Transaction collection risk shall be excluded from such cost of providing such services (but with the costs being so excluded being only (a) Video Transaction tolls not collected by TxDOT and (b) the costs of collection (such as, for example and not in limitation, administration, processing and enforcement costs) thereof to the extent that such costs of collection are actually recovered from Incidental Charges imposed for this purpose at rates charged by TxDOT consistent with TxDOT's practices in respect of its own facilities (and to the extent such costs of collection are not so recovered, such costs shall be included in such cost of providing such services), and provided further, that due to the exclusion of such Video Transaction collection risk from TxDOT's cost of providing services, then TxDOT's cost of providing services shall not be reduced by Incidental Charges actually recovered by TxDOT in respect of such collection risk).

Base Transaction Fee has the meaning set forth in Section 6(b).

Business Day means a day on which TxDOT is officially open for business.

Candidate Vehicle means a vehicle for which Developer transmits one of the following to TxDOT's CSC Host:

(a) A valid Transponder Transaction; or

(b) (i) a Video Transaction with an unobstructed readable video image of a license plate that bears a serialized or personalized plate number and means to identify the issuing jurisdiction, which in the case of a vehicle with a trailer (including a truck with a trailer) must be the front license plate, and (ii) video data as required by the ICD.

For this purpose, a "readable video image" means an image produced by the VES and transmitted to TxDOT's CSC Host in which both plate number and issuing jurisdiction can be reliably read electronically or by the human eye.

Change Directive means a written direction signed by Developer directing a change in the services that complies with the requirements of Section 17(a).

Change Order means a written order issued by Developer to TxDOT delineating changes in services or in technical terms and conditions (including changes in the standards) applicable to the services in accordance with Section 17 and establishing, if appropriate, an adjustment to TxDOT's compensation in accordance with Section 17.

Claim means (a) a demand by Developer, which is or potentially could be disputed by TxDOT, for payment of money or damages from TxDOT to Developer, or (b) a demand by TxDOT, which is or potentially could be disputed by Developer, for payment of money or damages from Developer to TxDOT.

Consolidated Master List has the meaning set forth in Section 12(d).

Custodial Arrangements means the arrangements TxDOT is to put into effect, as and when set forth in Section 8.7.8 of the Agreement, with its custodian of accounts for TxDOT's transponder account customers for the handling and remittance of debits for Transponder Transactions and of payments from Users for Video Transactions and from

Special Vehicle operators, the purpose of which is to cause amounts so debited or received to be held in trust by the custodian until it deposits such amounts to the Toll Revenue Account or Toll Operator Dispute Account under the Facility Trust Agreement, without at any point becoming property or assets of TxDOT or the State.

Cutover Date means the date all applicable services, functions, rights and responsibilities of the NTTA have been properly transferred to TxDOT and TxDOT commences providing services under this Tolling Services Agreement for the Facility (or the Facility Segment(s) for which Service Commencement has occurred prior to the date this Tolling Services Agreement takes effect, if Developer develops the Facility in Facility Segments and this Tolling Services Agreement takes effect before the Service Commencement Date for the final Facility Segment).

Cutover Deadline means the date that TxDOT is obligated to commence provision of customer service and other toll collection and enforcement services for Developer pursuant to Section 8.7.5.3 or 8.7.6.3 of the Agreement, as applicable, as such date may be extended pursuant to Section 12(c).

Delinquent Payment Deduction has the meaning set forth in Section 6(d).

Developer means NTE Mobility Partners LLC, a Delaware limited liability company.

Developer-TxDOT Regular Meeting has the meaning set forth in Section 4(k).

Dispute means any Claim, dispute, disagreement or controversy between TxDOT and Developer concerning their respective rights and obligations under this Tolling Services Agreement, including concerning any alleged breach or failure to perform and remedies.

Duplicate Transaction means any circumstances resulting in more than one Transaction generated from the same vehicle within two minutes at the same general location (e.g., same or adjacent lane).

Emergency Mode means the period and circumstances when tolls are suspended on the Facility or a portion of the Facility in accordance with Section 3.4 of the Agreement.

Facility Cash Collateral Sub-Account has the meaning set forth in Section 16 of the NTTA Tolling Services Agreement.

Incidental Charges means:

(a) Reasonable amounts for the purchase or rental of transponders or other electronic toll devices;

(b) Reasonable, refundable security deposits for the distribution of transponders or other electronic toll devices;

(c) Reasonable administrative fees for account maintenance and account statements;

(d) Reasonable fees, penalties and interest for toll violations, including costs of collection;

(e) Amounts, with respect to Video Transactions, reasonably necessary for TxDOT to recover (i) its reasonable out-of-pocket costs and expenses and (ii) a reasonable amount to reflect its collection risk.

(f) Other reasonable fees and charges for customary incidental services to Users for whom TxDOT manages electronic tolling accounts (on the same basis as uniformly charged with respect to TxDOT's own facilities).

Without limiting the requirements in the preceding provisions of this definition to charge reasonable fees, charges, penalties, interest or other amounts, TxDOT shall determine and assess Incidental Charges under this Tolling Services Agreement consistent with its practices in respect of its own facilities.

Independent Engineer has the meaning set forth in Section 30.

Independent Engineer Agreement has the meaning set forth in Section 30.

Intellectual Property Rights means all intellectual property rights throughout the world, including all copyrights, copyright registrations and applications, patent rights, know-how, trade secrets, author's rights, algorithms, computer software and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof.

Interface Control Document or **ICD** means the version of the document attached as Attachment 3 most recently adopted by TxDOT prior to execution of this Tolling Services Agreement setting forth interface standards for TxDOT's CSC Host and the ETCS, including the manner in which data shall be transmitted and received between TxDOT's CSC Host and the ETCS, as such document may be revised or updated by TxDOT from time to time.

Interoperability Functions means electronic funds transfer and clearing functions and capabilities established and operated by TxDOT to enable the settlement and payment to the trustee under the Facility Trust Agreement of electronic toll charges for Transponder Transactions on the Facility by vehicles equipped with transponders issued by Toll Operators and Transponder Issuers other than TxDOT.

Interoperable Transactions means Transactions involving Toll Operators other than TxDOT; except that if TxDOT's provision of services under this Tolling Services Agreement has been suspended or terminated, **"Interoperable Transactions"** means Transactions involving Toll Operators other than an entity that is providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

Interoperable Transponder Transactions means Transponder Transactions involving transponders of Transponder Issuers other than TxDOT; except that if TxDOT's provision of services under this Tolling Services Agreement has been suspended or terminated, **"Interoperable Transponder Transactions"** means Transponder Transactions involving transponders of Transponder Issuers other than an entity that is providing tolling services under this Tolling Services Agreement at the time of such a Transaction.

New TSA has the meaning set forth in Section 23(e).

Non-Compliance Deduction has the meaning set forth in Section 6(e).

Non-Compliance Points has the meaning set forth in Section 6(e) and Attachment 2 to this Tolling Services Agreement.

Open Book Basis means allowing each Party to review all underlying assumptions and data of the other Party associated with pricing or compensation (whether of Developer or TxDOT) or adjustments thereto, including assumptions and data as to marginal costs or other applicable costs, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, traffic volumes by User Classification, Toll Revenues, changes in toll rates, and other items reasonably required to satisfy the Party as to the reasonableness of the amount.

Party means Developer or TxDOT, as the context may require, and "**Parties**" means Developer and TxDOT, collectively.

Patron Confidential Information has the meaning set forth in Section 4(n)(i).

Payment Period means each calendar month during the Term of this Tolling Services Agreement from and after the Service Commencement Date for the Facility (or for the Facility Segment that first achieves Service Commencement, if Developer develops the Facility in Facility Segments), which shall include (if such Service Commencement Date occurs on a date other than the first day of a calendar month), the partial calendar month from and after the Service Commencement Date and which also shall include any partial calendar month at the end of the Term.

Performance Standards means the requirements, measures and standards for TxDOT's performance set forth in Attachment 2 to this Tolling Services Agreement.

Permitted Person for purposes of Section 30 of this Tolling Services Agreement means (i) the partners, members, shareholders, directors, managers, officers, employees, advisors and consultants of the Parties who have a reasonable need to know the related information, (ii) accountants, attorneys, consultants and other professionals rendering services in connection with the Facility or this Tolling Services Agreement and (iii) lenders and potential lenders to the Facility or to the applicable Party.

Pre-Transition NTTA Transactions has the meaning set forth in Section 16(a)(i).

Pre-Transition Transactions has the meaning set forth in Section 16(a).

Replacement Provider Compensation Damages Limit means the excess, if any, of the compensation payable to a replacement service provider (as described in Section 19(e)(ii)(G)) and the compensation that would have been payable to TxDOT hereunder for the period of time equal to the greater of zero or (a) 60 months minus (b) the number of months elapsed in the Term between the Cutover Date and the effective date of termination of this Tolling Services Agreement, utilizing regular rates of compensation of such replacement service provider.

Service Year shall mean each twelve (12) month period commencing on the Service Commencement Date for the Facility (or for the Facility Segment that first achieves

Service Commencement, if Developer develops the Facility in Facility Segments) or an anniversary thereof and ending on (but including) the day before the next succeeding anniversary of such Service Commencement Date.

Statewide Confidentiality Protocols has the meaning set forth in Section 4(n)(ii).

Term has the meaning set forth in Section 3(a).

Tolling Services Agreement means this Tolling Services Agreement between TxDOT and Developer.

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

Toll Operator Dispute Account means the trust account by that name established or to be established under the Facility Trust Agreement.

Transaction means either a Transponder Transaction or a Video Transaction; and **Transactions** means all Transponder Transactions and Video Transactions.

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

Transponder Transaction means each electronic record, which may include video images and video data that together constitute one toll payable from a customer, that are properly transmitted to TxDOT's CSC Host in accordance with the ICD (including where the transmission is not received due to problems, downtime or other malfunction of TxDOT's CSC Host) respecting a vehicle that (a) passes through a toll lane on the Facility, (b) is equipped with a transponder issued by a Transponder Issuer, and (c) has a sufficient account balance at the time of posting or re-posting to pay in full the applicable toll rate.

TxDOT means the Texas Department of Transportation.

TxDOT Compensation has the meaning set forth in Section 6(a).

TxDOT Prospective Compensation Damages Limit means the greater of the following:

(a) The amount determined by subtracting (i) the Average Monthly TxDOT Cost of Services from (ii) the Average Monthly TxDOT Compensation and multiplying the difference by 60; or

(b) The amount determined by multiplying (i) the Average Monthly TxDOT Compensation by (ii) ten percent (10%) and then multiplying the product so obtained by 60.

TxDOT's CSC Host means the central computer system of TxDOT that supports customer service center account management functions for toll road facilities owned or operated by TxDOT.

Unpostable Transponder Transaction means a Transponder Transaction that cannot be posted to an TxDOT customer account due to reasons other than malfunctions of TxDOT's CSC Host.

Variable Transaction Fee has the meaning set forth in Section 6(c).

Video Transaction means each electronic record of a toll and set of contemporaneous video images of license plates and other video data (as required by the ICD) that are properly transmitted to TxDOT's CSC Host in accordance with the ICD (including where the transmission is not received due to problems, downtime or other malfunction of TxDOT's CSC Host) respecting (a) a Candidate Vehicle under subsection (b) of the definition of Candidate Vehicle that passes through a toll lane on the Facility, (b) a vehicle that passes through a toll lane on the Facility and is equipped with a transponder that is (i) issued by a Transponder Issuer and (ii) associated with an account not closed at the time of transmission but having an insufficient account balance at the time of debit and re-debits to pay in full the applicable toll rate, or (c) a vehicle that passes through a toll lane on the Facility and is equipped with a transponder that is issued by a Transponder Issuer other than TxDOT but the Transponder Issuer for any reason fails to transmit to TxDOT the full toll for the Transaction by the deadline by which it is obligated to do so under its interoperability protocols and agreements with TxDOT.

Attachment 2

Performance Standards and Non-Compliance Points

Performance Standard	Std.	Points
1. Non-Compliance Deduction; Related Non-Compliance Points		
1. Less than 5% of walk in customers at the "store front" kept waiting for greater than ten minutes before being seen by TxDOT staff, as demonstrated by statistically reliable random sampling each month.	<5% greater than 10 mins.	4
2. Call Efficiency – 80/20 service level with 80% of calls to be answered within 20 seconds.	80% in 20 seconds	3
3. Customer service requests via TxDOT's Online CSC will be responded to within 2 business days.	within 2 business days	3
4. 95% of customer service requests via email, facsimile, and postal mail will be responded to within 2 business days.	within 2 business days	2
5. Customer Service Hours – operating sales office with walk in customer service manned in-person 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding TxDOT-observed holidays		1
6. Customer Service Hours – manned telephone coverage 7 AM to 7 PM, Monday through Friday local time and 9 AM to 1 PM Saturday local time, excluding TxDOT-observed holidays, and 24 hour availability of IVR system. Faults to telephone line and/or IVR rectified as soon as possible but no later than within 24 hours, with the possible exception of faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control.	within 24 hours	1
7. 24X7 availability of secure customer access through TxDOT Online CSC (in English and Spanish) for account maintenance purposes (including opening an account, changing information on an account, viewing account status and statements, and replenishing an account balance, etc.). Faults that result in TxDOT Online CSC being unavailable (outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control) rectified as soon as possible but no later than within 24 hours.	within 24 hours	3
8. 24X7 availability to receive email. Faults to email availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control.	within 24 hours	1
9. 24X7 availability to receive facsimile. Faults to facsimile availability rectified as soon as possible but no later than within 24 hours. Exceptions include faults outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control.	within 24 hours	1
10. Call abandon rate less than or equal to 4%.	< or = 4%	2
11. 96% of escalations received via the Service Recovery Process receive a response within one Business Day.	96%	2
12. 96% of Customer Service Specialists will have at least two customer interactions monitored each month.	96%	3
13. The TxDOT Customer Service Center shall maintain a 90% or higher quality monitoring rating each month, based on evaluations using the quality monitoring form appended to this Attachment 2 as Appendix A or other quality monitoring form with similar content.	>90%	3
14. TxDOT CSC Host Availability - TxDOT CSC Host shall be available to receive information from Developer on a 24X7 basis (excluding scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control). Any fault that results in TxDOT CSC Host being unavailable (outside of scheduled maintenance and failures due to non-TxDOT equipment or failures outside TxDOT's control) rectified as soon as possible but no later than within 24 hours.	24 hours	4
15. Reconciled monthly financial reports under Section 14(a) shall be available by the 15th day of the month following the month being reported upon.	15 days	4
16. Monthly Delinquent Payment Deduction report under Section 14(d) shall be available by the 15th day of the month following the month being reported upon.	15 days	4
17. Monthly Non-Compliance Deduction report under Section 14(e) shall be available by the 15th day of the month following the month being reported upon.	15 days	4

18. Determine and document disposition of 98% of customer disputes within five Business Days after notice of dispute received by telephone, by email, by written correspondence or in person. Rejection or request for further information due to insufficient information from customer constitutes a determination and disposition.	Within 5 business days	3
19. For customer disputes determined to require a refund of an overcharge, issue 99% of customer refunds (and mail if appropriate) within five Business Days after resolution of dispute.	Within 5 business days	3
20. For any customer correspondence requiring a written response, including requests for written receipts, 98% are provided a written response within three Business Days	Within 3 business days	2
21. Where relevant and to the extent not already included in TxDOT reports to the Developer, provide Developer with reports as discussed under Sections 14(f) and 14(h).	N/A	5
22 TxDOT shall deliver to Developer such other information as Developer or any Lender may reasonably request (and that is reasonably available to TxDOT within the time frame for delivery contemplated for this Performance Standard) to operate the Facility and to evaluate TxDOT's compliance with and performance of this Tolling Services Agreement.	Within 3 business days	1
23. TxDOT will not charge a User more than once for a single transaction submitted to the TxDOT by the Developer.	100%	3
24. TxDOT will not charge a toll different than that identified by the Developer.	100%	3

Appendix A to Attachment 2

Quality Monitoring Forms

(Refer to Item 13 of Attachment 2)

Call Quality

Opening	Yes	No	N/A
Greets customers and thanks them for calling			
Branded the call TxDOT			
Provided their name and department name			
Obtains/Verifies necessary customer information for call type			

Category Comment:

Customer Account Information	Yes	No	N/A
Verify/Update account address			
Verify/Update account e-mail address			
Verify/Update account phone number			
Verify/Update account vehicle information			

Category Comment:

Analytical Skills	Yes	No	N/A
Asks probing/clarifying questions * (Forfeit)			

Actively listens * (Forfeit)

Category Comment:

Resolution	Yes	No	N/A
Provides best option(s) for resolution			
Utilized available tools			
Accurately noted account and made appropriate changes/updates			
Educates customer			

Category Comment:

Call Handle Procedures	Yes	No	N/A
Follows hold proper steps (i.e. - asks for permission, thanks for holding)			
Follows proper transfer steps (i.e. - explains transfer process/follows hold procedure/debriefs person receiving transfer/Thanks Customer)			

Category Comment:

Professionalism	Yes	No	N/A
Courteous, professional tone			
Speaks clearly			
Uses customer name or Sir/Madam			
Provides clear, concise information			
Avoids use of technical/internal jargon			
Manages dead air time			

Avoids interrupting customer

Conveys appropriate empathy

Defuses customer anger

Category Comment:

Closing	Yes	No	N/A
Summarizes call and actions taken			
Offers additional assistance and mentioned website option			
Expressed appreciation - Thank You			
Asked - Is there anything else I can help you with?			
Branded the closing - TxDOT			

Category Comment:

Section Comment:

Summary

Rating: <Automatic>

Comments:

Microsoft Excel - ssqmform

Support Services Quality Monitoring Form

CSS:

Team Lead:

Process: Image Review

Date:

Accuracy / Timeliness	Score	
	40	of 40

Communication Skills / Customer Service	Score	
	40	of 40

Analytical Skills / Decision Making	Score	
	20	of 20

Total Score	100%

Quality Evaluation Form – NTTA

(Customer Center)

CSS Name: _____ Date: _____

Observer: _____ Time: _____

1.0 INTRODUCTION	(Total Possible = 20) Score _____	Notes
1.1 Properly greeted customer	☐ Yes = 10, ☐ No = 0	
1.2 Offered assistance	☐ Yes = 10, ☐ No = 0	
2.0 REASON FOR VISIT	**(Total Possible = 20) Score _____**	**Notes**
2.1 Restated customer issue for clarification	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.2 Asked fact-finding questions to obtain necessary information	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.3 Validated customer information	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
2.4 Responses indicated understanding of issue	☐ Yes = 5, ☐ No = 0, ☐ NA = 5	
3.0 RESOLUTION	**(Total Possible = 20) Score _____**	**Notes**
3.1 Utilized available tools	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.2 Provided best options for resolution	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.3 Provided accurate and complete explanations	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.4 Verified customer understanding of information and/or explanation provided	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
3.5 Accurately noted account and made appropriate changes/updates	☐ Yes = 4, ☐ No = 0, ☐ NA = 4	
4.0 CLOSING	**(Total Possible = 20) Score _____**	**Notes**
4.1 Mentioned website option	☐ Yes = 5, ☐ No = 0	
4.2 Asked, "Is there anything else I can help you with?"	☐ Yes = 10, ☐ No = 0	
4.3 Expressed appreciation "Thank You"	☐ Yes = 5, ☐ No = 0	
5.0 CUSTOMER EXPERIENCE	**(Total Possible = 20) Score _____**	**Notes**
5.1 Managed customer effectively	☐ Yes = 4, ☐ No = 0	
5.2 Consistently acknowledged customer	☐ Yes = 2, ☐ No = 0	
5.3 Empathized by sincerely acknowledging customer emotion	☐ Yes = 2, ☐ No = 0, ☐ NA = 2	
5.4 Used effective listening skills, did not interrupt	☐ Yes = 2, ☐ No = 0	
5.5 Apologized when appropriate	☐ Yes = 2, ☐ No = 0, ☐ NA = 2	
5.6 Clearly articulated words	☐ Yes = 2, ☐ No = 0	
5.7 Built rapport using winning words	☐ Yes = 2, ☐ No = 0	
5.8 Maintained professional tone and temper	☐ Yes = 4, ☐ No = 0	
6.0 BONUS		
☐ Managed / Handled objections	☐ Yes = 2, ☐ No = 0	
☐ Recovered customer in difficult situations	☐ Yes = 2, ☐ No = 0	
☐ Prevented escalation	☐ Yes = 2, ☐ No = 0	
TOTAL SCORE: _____	Comments:	

Quality Evaluation Form
Customer Center

Revised 6/2004

Attachment 3

Interface Control Document

[To be attached upon execution using the ICD then in use by TxDOT]

Attachment 4

List of Transponder Models Establishing Benchmark Transponder Performance

[To be attached upon execution listing transponder models then generally accepted by TxDOT as benchmarks for performance]

Attachment 5

[Reserved.]

Attachment 6

[Reserved.]

Attachment 7

Initial Designation of Authorized Representatives

For TxDOT:

Name: _____

Title _____

Address: _____

Office Tel: _____

Mobile Tel: _____

Fax: _____

Email: _____

For Developer:

Name: _____

Title: _____

Address: _____

Office Tel: _____

Mobile Tel: _____

Fax: _____

Email: _____

Attachment 8

Example of Calculation of Delinquent Payment Deduction

***Typical* Monthly Delinquent Payment Deduction**

Month:	December, 2007	
LIBOR on 12/1/07	8%	
LIBOR + 400 basis points	12%	(100 Basis points = 1%)

Business Date	Due Date	Payment Date	Number of Days	Amount	Delinquent Payment Deduction
12/3/2007	12/5/2007	12/6/2007	1	$100,000.00	$32.88
12/4/2007	12/6/2007	12/8/2007	2	$125,000.00	$82.19
				Total	$115.07

Attachment 9

Example of Calculation of Non-Compliance Deduction

Typical Non-Compliance Deduction Calculation		
TxDOT Compensation	$100,000.00	
Monthly Non-Compliance Reduction %	2%	For this Sample Month, the TxDOT was non-compliant in performance which resulted in 18 Non-Compliance points. The Reduction % is then 2%.
Monthly Non-Compliance Deduction	$2,000.00	

EXHIBIT 24

FORM OF JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into effective as of _____, 20___ by and among the Texas Department of Transportation, a public agency of the State of Texas ("TxDOT"), _____, a _____ ("Developer"), and The Bank of New York Trust Company, N.A. (the "Custodian").

WHEREAS, TxDOT and Developer have entered into the certain Facility Agreement dated _____, 2012 (the "FA") pursuant to which Developer has agreed to construct and operate the North Tarrant Express Segments 3A & 3B Facility described therein (the "Facility");

WHEREAS, TxDOT and the Custodian have entered into the certain Master Lockbox and Custodial Account Agreement dated as of November 9, 2007 (the "Master Lockbox and Custodial Account Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT, Developer and the Custodian agree as follows:

1. Defined Terms. Capitalized terms not otherwise defined in this Joinder Agreement shall have the same meaning assigned to such terms in the Master Lockbox and Custodial Account Agreement. The following terms have the meaning set forth below:

"Facility Trust Agreement" means the Facility Trust Agreement dated as of _____, 201_, by and between Developer and the Facility Trustee, as it may be amended or modified from time to time and any replacement thereof that constitutes a Facility Trust Agreement under the FA.

"Facility Trustee" means _____, as trustee under the Facility Trust Agreement or any successor thereto in such capacity.

2. Designation of Developer as "Beneficiary". TxDOT hereby designates Developer as a "Beneficiary" under the Master Lockbox and Custodial Account Agreement with respect to the Facility and toll revenues arising from the Facility which are at any time held by the Custodian under the Master Lockbox and Custodial Account Agreement and which under the terms of Section 19.10.3 of the FA TxDOT is obligated to direct to be paid to the Facility Trustee, and the Custodian hereby acknowledges said designation, with the full rights, powers and benefits granted to a "Beneficiary" thereunder. On the date described in Section 19.10.11 of the FA, Developer's rights as a Beneficiary shall cease and Developer shall deliver to the Custodian written notice of confirmation of termination of Developer's rights as a Beneficiary.

3. Agreements of TxDOT. TxDOT hereby covenants and agrees as follows:

(a) TxDOT will comply with the terms of the Master Lockbox and Custodial Account Agreement and perform the obligations of TxDOT specified in the Master Lockbox and Custodial Account Agreement, including but not limited to the obligation of TxDOT to direct the Custodian to pay directly to the Facility Trustee any amount that is in respect of toll transactions on the Facility after the Termination Date under the FA. TxDOT agrees that all funds that it instructs the Custodian to pay to the Facility Trustee shall be designated by the Custodian in its transmittal to the Facility Trustee as "Toll Revenues from Transponder Transactions or Video Transactions".

(b) TxDOT will enforce the Master Lockbox and Custodial Account Agreement in accordance with its terms and provisions and will not amend, modify or waive any of the terms and provisions thereof which would materially adversely affect the rights of Developer as a "Beneficiary" thereunder.

(c) TxDOT will not terminate or allow to expire in accordance with its terms the Master Lockbox and Custodial Account Agreement unless (i) TxDOT has executed a new Master Lockbox and Custodial Account Agreement with a replacement custodian on terms and conditions substantially similar to the Master Lockbox and Custodial Account Agreement, or (ii) the date described in Section 19.10.11 of the FA has occurred.

(d) TxDOT shall deliver to Developer and the Collateral Agent a copy of all notices, certificates, and instructions delivered by or on behalf of TxDOT to the Custodian as and when delivered to the Custodian.

4. Agreements of Developer. Developer hereby covenants and agrees that it shall have no greater right or interest in and to the funds and accounts created pursuant to the Master Lockbox and Custodial Account Agreement than is provided in the FA.

5. Agreements of Custodian. The Custodian hereby covenants and agrees as follows:

(a) The Custodian acknowledges that Developer is a "Beneficiary", as that term is used in the Master Lockbox and Custodial Account Agreement, entitled to the rights of a Beneficiary as provided thereunder, including Article VII thereof, and this Joinder Agreement constitutes a Joinder Agreement under the Master Lockbox and Custodial Account Agreement.

(b) The Custodian hereby acknowledges that Developer may from time to time enter into certain Financing Documents pursuant to which Developer has pledged its rights as a "Beneficiary" to secure its various obligations under or related to such Financing Documents. The Custodian acknowledges that the Secured Party acts as agent for various Persons in connection with the exercise of such Person's rights under the Financing Documents.

(c) The Custodian will transfer amounts required to be transferred to Developer as a Beneficiary under Section 2.03 of the Master Lockbox and Custodial Account Agreement to the Facility Trustee as follows or as otherwise from time to time instructed by the

Facility Trustee and shall designate such amounts at the time of each transfer as "Toll Revenues from Transponder Transactions or Video Transactions":

Name of Facility Trustee: _____
ABA: _____
Account: _____
BNF: _____
F/F/C: (Name of Transaction)
Attn: _____
Telephone: _____

6. Agreements as to Toll Revenues. Each of TxDOT, the Custodian and Developer hereby acknowledges and agrees as follows.

(a) The Master Lockbox and Custodial Account Agreement and arrangements thereunder are intended to ensure that (i) toll revenues from operation of the Facility do not come into the possession of, or under the control of, TxDOT, the State of Texas, or any other governmental entity of the State of Texas, or become the assets or property of TxDOT, the State of Texas or any such other governmental entity that is subject to constraints imposed by principles of legislative or administrative appropriation, or to treatment as public funds, unless and until the portion of such toll revenues that TxDOT is entitled to receive pursuant to the terms of the FA is actually distributed to TxDOT from funds deposited into the Master Custodial Accounts, and (ii) toll revenues from the operation of the Facility do not become payments, project savings, refinancing dividends or any other revenue under a comprehensive development agreement received by TxDOT or the Texas Transportation Commission for any purposes by virtue of their deposit into any Master Lockbox Account or Master Custody Account or the custodial arrangements evidenced by the Master Lockbox and Custodial Account Agreement.

(b) All toll revenue that accrues from the use of the Facility during the period this Joinder Agreement is in effect shall be subject to the respective rights and interests of TxDOT and Developer as set forth in the Facility Trust Agreement.

(c) To the extent provided in the Master Lockbox and Custodial Account Agreement, the Custodian will have dominion and control of all toll revenues from operation of the Facility for purposes of crediting and transferring such toll revenues from use of the Facility to the Facility Trustee for deposit as contemplated by the Facility Trust Agreement.

(d) If for any reason TxDOT receives any payment for any use of the Facility during the period this Joinder Agreement is in effect, all toll revenues that are part of such payment shall be deemed received by TxDOT merely as a bailee or agent for the Custodian and shall not constitute funds of TxDOT or the State of Texas or funds received by TxDOT or the Texas Transportation Commission as payments, project savings, refinancing dividends or any other revenue under a comprehensive development agreement, and TxDOT agrees to promptly remit such payments to the Custodian for handling in accordance with the terms of the Master Lockbox and Custodial Account Agreement.

(e) None of the Master Lockbox Accounts or Master Custody Accounts are accounts or subaccounts established pursuant to Transportation Code, Section 228.012.

7. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

8. DRP Governed Agreement. TxDOT and Developer agree that all disputes between them arising under this Joinder Agreement shall be subject to the Dispute Resolution Procedures under the FA.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement by their officers thereunto duly authorized as of the day and year first written above.

TxDOT

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Developer

_____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Custodian

THE BANK OF NEW YORK TRUST COMPANY, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT 25

FORM OF LENDER'S DIRECT AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between the State of Texas acting by and through the Texas Department of Transportation, ("TxDOT") and _____, ("Lender") for the purpose of facilitating the Lender's refinancing of the North Tarrant Express Segments 3A & 3B Facility.

RECITALS

WHEREAS, TxDOT and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("Developer") have entered into a Facility Agreement ("FA") for the North Tarrant Express Segments 3A & 3B Facility (the "Facility"), which FA contemplates the Developer obtaining financing or Refinancing from third parties; and

WHEREAS, TxDOT desires to facilitate the Lender's provision of financing or Refinancing to the Developer; and

WHEREAS, in order to induce the Lender to provide the financing or Refinancing necessary for the Facility, the Lender requires certain assurances from TxDOT regarding the Lender's rights in the event of a default by the Developer; and

WHEREAS, TxDOT and the Developer have previously set forth such assurances in the FA for the benefit of the Lender as an express third party beneficiary; and

WHEREAS, TxDOT and the Lender have agreed to separately contract for such assurances, provided that such contract shall be consistent in all respects with, and not provide the Lender with any rights beyond those set forth in, Article 20 of the FA; and

WHEREAS, the Lender acknowledges that any rights under this Agreement and the FA are solely derivative of the rights of the Developer; and

WHEREAS, the Lender is ***[use applicable language]*** [making a direct, secured loan to the Developer to finance or refinance the Facility without participating Lenders] [acting as the Collateral Agent for and on behalf of participating Lenders providing a secured loan to the Developer to finance or refinance the Facility (in which case "Collateral Agent" as used in this Agreement refers to the Lender)]; and

NOW, THEREFORE, TxDOT and the Lender, in consideration of the mutual covenants and agreements herein contained, including within these recitals, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1. DEFINITIONS, CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

1.1 Definitions

Capitalized terms used but not otherwise defined in this Agreement have the respective meanings set forth in Exhibit 1 to the FA.

1.2 Recitals Incorporated

The Recitals in this Agreement are part of the terms of this Agreement.

1.3 Contract Documents and Order of Precedence

The following documents comprise the contract documents for this Agreement. In the event of any conflict, ambiguity or inconsistency among the contract documents, the order of precedence shall be as follows:

1.3.1 Supplemental agreements or amendments or other modifications to this Agreement;

1.3.2 This Agreement, including Recitals; and

1.3.3 Those provisions of the FA that are explicitly referenced in this Agreement.

1.4 No Duplication; No Effect on FA

1.4.1 The sole purpose of this Agreement is to provide the Lender privity of contract with TxDOT regarding the matters set forth in Article 20 of the FA. The rights of Lender under Article 2 of this Agreement and Article 20 of the FA are one and the same. Nothing in Article 2 of this Agreement confers on the Lender any rights beyond or in duplication of the rights the Lender has under Article 20 of the FA.

1.4.2 Nothing in this Agreement amends or modifies any of the Developer's obligations to TxDOT under the FA.

ARTICLE 2. TERMS

2.1 Conditions and Limitations Respecting Lenders' Rights

2.1.1 No Security Document (including those respecting a Refinancing) shall be valid or effective, and the Lender shall not be entitled to the rights, benefits and protections of this Agreement and Article 20 of the FA, unless the Security Document, other related Security Documents and related Funding Agreements strictly comply with Section 4.3 of the FA.

2.1.2 No Security Document relating to any Refinancing (except Exempt Refinancings) shall be valid or effective, and the Lender shall not be entitled to the rights, benefits and protections of this Agreement and Article 20 of the FA, unless the Refinancing is in compliance with Section 4.4 of the FA.

2.1.3 No Funding Agreement or Security Document shall be binding upon TxDOT in the enforcement of its rights and remedies as provided herein and by Law, and the Lender shall not be entitled to the rights, benefits and protections of this Agreement or Article 20 of the FA, unless and until (a) a copy (certified as true and correct by the Collateral Agent) of the original thereof bearing, if applicable, the date and instrument number or book and page of recordation or filing thereof, including a copy of a specimen bond, note or other obligation (certified as true and correct by the Collateral Agent) secured by such Security Document, has been deposited into an Intellectual Property Escrow and (b) TxDOT has received written notice of the address of the Collateral Agent to which notices may be sent. In the event of an assignment of any such Funding Agreement or Security Document, such assignment shall not be binding upon TxDOT unless and until TxDOT has received a certified copy thereof, which copy shall, if required to be recorded, bear the date and instrument number or book and page of recordation thereof, has been deposited into an Intellectual Property Escrow and TxDOT has received written notice of the assignee thereof to which notices may be sent. In the event of any change in the identity of the Collateral Agent, such change shall not be binding upon TxDOT unless and until TxDOT has received a written notice thereof signed by the replaced and substitute Collateral Agent and setting forth the address of the substitute Collateral Agent to which notices may be sent.

2.1.4 The Lender shall not be entitled to the rights, benefits and protections of this Agreement or Article 20 of the FA unless the Funding Agreements in favor of the Lender are secured by senior or first tier subordinate Security Documents. For avoidance of doubt, if the Lender holds Facility Debt secured by a Subordinated Security Document it shall not have any rights, benefits or protections under this Agreement or Article 20 of the FA.

2.1.5 The Lender shall not, by virtue of its Funding Agreement or Security Document, acquire any greater rights to or interest in the Facility, the Lease or Toll Revenues than Developer has at any applicable time under the FA, other than the provisions in this Agreement and in Article 20 of the FA for the specific protection of the Lender.

2.1.6 All rights acquired by the Lender under any Funding Agreement or Security Document shall be subject to the provisions of the FA and the Lease and to the rights of TxDOT hereunder and thereunder.

2.1.7 The following provisions of this Agreement shall apply only to Security Documents, and the Lender thereunder, that comply with Sections 2.1.1, 2.1.2, 2.1.3 and 2.1.4 of this Agreement and Sections 20.1.1, 20.1.2, 20.1.3 and 20.1.4 of the FA. None of the following provisions of this Agreement shall be construed inconsistently with the provisions of this Section 2.1 or Section 20.1 of the FA. The provisions of this Agreement that are binding on TxDOT shall inure only to the benefit of the Lender, and create no rights in favor of Developer.

2.2 Effect of Amendments

While any Security Document is in effect, no agreement between TxDOT and Developer for the modification or amendment of the FA or the Lease shall be binding without the Collateral Agent's consent, except to the extent expressly provided otherwise in the FA (e.g. Sections 14.1, 14.2, 14.3).

2.3 Notices to Collateral Agent

As long as any Security Document shall remain unsatisfied of record, TxDOT shall promptly provide the Collateral Agent with a copy of any notice it sends to Developer concerning

an actual or potential breach of the FA or the Lease or an actual or potential Developer Default, including any Warning Notice, and any notice it sends to Developer, the Design-Build Contractor or any O&M Contractor of default by the Design-Build Contractor or any O&M Contractor under the Design-Build Contract or O&M Contract.

2.4 Opportunity to Cure and Step-In

As long as any Security Document shall remain unsatisfied of record, the following provisions shall apply with respect to any such Security Document and the related Lender and Funding Agreements.

2.4.1 Should any Developer Default occur which would either immediately or, following the applicable cure period or the giving of notice or both, constitute a Default Termination Event enabling TxDOT to terminate the FA, TxDOT shall not terminate the FA or the Lease until it first delivers to the Collateral Agent a copy of the Warning Notice given to Developer and provides the Collateral Agent a reasonable opportunity to cure such Developer Default, as provided below, provided that no opportunity to cure beyond that afforded Developer shall be required for failure of Developer to timely deliver or perform any remedial plan required under Section 17.3.6 of the FA, and neither a Warning Notice nor opportunity to cure shall be required for a Developer Default under Section 17.1.1.14 or 17.1.1.15 of the FA. Commencing on the date the applicable cure period available to Developer expires, the Lender shall have the right (but not the obligation) to remedy such Developer Default or cause the same to be remedied by its Substituted Entity; and from and after such date TxDOT shall accept such performance by or at the instigation of the Lender or Substituted Entity as if Developer had done the same. TxDOT shall have no obligation to accept any Lender's tender of a cure prior to such date.

2.4.2 If such Developer Default consists of Developer's failure to pay a monetary obligation, the Collateral Agent may cure such Developer Default by paying all amounts due within 60 days after TxDOT delivers a copy of the Warning Notice to the Collateral Agent. If cure is not effected within such 60-day period, TxDOT may proceed to terminate the FA and the Lease without further notice to, or opportunity to cure by, the Lender.

2.4.3 If Developer fails to achieve Service Commencement of any Facility Segment by the Service Commencement Deadline, as the same may be extended pursuant to the FA, then the Collateral Agent shall have until the latter of (a) the end of the 90-day Warning Notice period set forth in Section 17.2.1.2 of the FA and (b) the Long Stop Date for such Facility Segment, as the same may be extended pursuant to the FA (including extension pursuant to Section 20.4.9 of the FA), to achieve or cause Developer to achieve Service Commencement for the Facility Segment. If Service Commencement for any Facility Segment is not achieved by such date, then it shall constitute a material Developer Default and TxDOT may proceed to terminate the FA and the Lease without further notice to, or opportunity to cure by, the Lender.

2.4.4 As to such Developer Default, other than (a) the failure to pay a monetary obligation, (b) the failure to achieve Service Commencement for a Facility Segment by the deadline set forth in Section 20.4.3 to the FA and (c) Developer Defaults governed by Section 2.4.7 of this Agreement and Section 20.4.7 of the FA, the Collateral Agent shall have a cure period ending 30 days after the later of (a) the date Developer's cure period expires and (b) the date of delivery of a copy of the Warning Notice to the Collateral Agent. If no cure period is available to Developer, then the Collateral Agent's cure period shall be 60 days, commencing with the date of delivery of a copy of the Warning Notice to the Collateral Agent. However, such period to cure shall be extended if the default is capable of being corrected without having

possession of the Facility (e.g. cure of Developer Defaults under Sections 17.1.1.9 and 17.1.1.16 of the FA) but cannot reasonably be corrected within such cure period and the Collateral Agent or the Substituted Entity begins meaningful steps to correct such matter within 60 days after TxDOT delivers a copy of the Warning Notice and thereafter prosecutes the cure to completion with good faith, diligence and continuity, in any event not to exceed a cure period ending 180 days after the date Developer's cure period expires, unless extended pursuant to Section 2.4.10 of this Agreement or Section 20.4.10 of the FA.

2.4.5 The Collateral Agent shall have the right to postpone and extend the time to cure any Developer Default governed by Section 2.4.4 of this Agreement and Section 20.4.4 of the FA capable of being cured only through possession of the Facility if the Collateral Agent shall:

2.4.5.1 Within the cure period available therefor under Section 2.4.2 of this Agreement and Section 20.4.2 of the FA, cure all Developer Defaults which may be cured by the payment of a sum of money, and within the cure period available therefor under Section 2.4.4 of this Agreement and Section 20.4.4 of the FA, undertake to cure any other Developer Default governed by Section 2.4.4 of this Agreement and Section 20.4.4 of the FA then existing or thereafter occurring and capable of being cured without possession;

2.4.5.2 Continue to pay or cause to be paid when due all fees, rent and other amounts due from Developer under the FA or the Lease;

2.4.5.3 Not later than 30 days after receiving a copy of the Warning Notice, initiate and thereafter pursue with good faith, diligence and continuity lawful processes and steps to obtain possession, custody and control of the Facility; and

2.4.5.4 Promptly execute all documents reasonably requested by TxDOT affecting the transactions contemplated by this Agreement and the FA.

2.4.6 The Collateral Agent shall exercise the right provided in Section 2.4.5 of this Agreement and Section 20.4.5 of the FA by giving TxDOT written notice of the exercise of the same 30 days after TxDOT delivers to the Collateral Agent a copy of the Warning Notice. If the Collateral Agent or its Substituted Entity shall have succeeded to the Developer's Interest and obtained possession diligently and with continuity, and in any event within 210 days after TxDOT delivers to the Collateral Agent a copy of the Warning Notice, shall have delivered to TxDOT within 15 days after obtaining possession an assumption in writing of all duties, obligations and liabilities of Developer under the FA and the Lease, and shall have thereafter diligently and with continuity cured all Developer Defaults which are capable of being cured through possession, then the Developer Default shall be removed and the FA and the Lease shall not be terminated. In connection with any Developer Default or any condition imposed upon Developer to exercise any rights contained in the FA which cannot be cured or performed until the Collateral Agent or its Substituted Entity obtains possession, the Collateral Agent or its Substituted Entity shall have a time after it obtains possession as may be necessary with exercise of good faith, diligence and continuity to cure such Developer Default or perform such condition, in any event not to exceed 180 days after the date it obtains possession, unless extended pursuant to Section 2.4.10 of this Agreement and Section 20.4.10 of the FA.

2.4.7 If the Developer Default is peculiar to Developer and is not curable by the Collateral Agent regardless of whether it obtains possession or control of the Facility, such as a Developer Default under Section 17.1.10, 17.1.1.14 or 17.1.1.15 of the FA, or if the Developer Default is a failure to timely deliver and perform a remedial plan required under Section 17.3.6

of the FA, then TxDOT may terminate the FA and the Lease without providing a cure period to any Lender.

2.4.8 If TxDOT terminates the FA and the Lease under Section 20.4.6 of the FA for inability of the Collateral Agent, despite diligent, continuous efforts, to obtain possession within 210 days after TxDOT delivers to the Collateral Agent a copy of the Warning Notice, or under Section 20.4.7 of the FA, then TxDOT shall promptly deliver to the Collateral Agent pursuant to the notice provisions of the FA written notice of the termination and a statement of any and all sums which would at that time be due under the FA and the Lease then known to TxDOT. Thereafter the Collateral Agent or its Substituted Entity, to the extent then permitted by Law, shall have the option to obtain a new Facility Agreement, new Facility lease, other new FA Documents, new Facility trust agreement and, to the extent necessary new ancillary agreements (e.g. lease escrow agreement, Intellectual Property escrow agreements) (together the "New Agreements") in accordance with and upon the following terms and conditions:

2.4.8.1 In order to exercise such option, the Collateral Agent must deliver to TxDOT, within 60 days after TxDOT delivers its written notice of termination, (a) a request for New Agreements, (b) a written commitment that the Collateral Agent (or its Substituted Entity) will enter into the New Agreements and pay all the amounts described in Section 2.4.8.4 of this Agreement and Section 20.4.8.4 of the FA, and (c) originals of such New Agreements, duly executed and acknowledged by the Collateral Agent (or its Substituted Entity). If any of the foregoing is not delivered within such 60-day period, the option in favor of the Collateral Agent (and all related Lenders) shall automatically expire;

2.4.8.2 Within 30 days after timely receipt of the written notice, written commitment and New Agreements duly executed, TxDOT shall enter into the New Agreements to which TxDOT is a party with the Collateral Agent or its Substituted Entity, subject to any extension of such 30-day period as TxDOT deems necessary to clear any claims of Developer to continued rights and possession;

2.4.8.3 The New Agreements shall be effective as of the date of termination of the FA and the Lease and shall be for the remainder of the term of the FA and the Lease, at the rent and upon the terms, covenants, and conditions contained in the FA and the Lease; and

2.4.8.4 Upon the execution by all parties and as conditions to the effectiveness of the New Agreements, the Collateral Agent or its Substituted Entity shall perform all of the following:

(a) Pay to TxDOT any and all sums which would, at the time of the execution of the New Agreements, be due under the FA or the Lease but for such termination;

(b) Otherwise fully remedy any existing Developer Defaults under the FA or the Lease(provided, however, that with respect to any Developer Default which cannot be cured until the Collateral Agent or its Substituted Entity obtains possession, it shall have such time, after it obtains possession, as is necessary with the exercise of good faith, diligence and continuity to cure such default, in any event not to exceed 180 days after the date it obtains possession, unless extended pursuant to Section 2.4.10 of this Agreement and Section 20.4.10 of the FA);

(c) Without duplication of amounts previously paid by Developer, pay to TxDOT all reasonable costs and expenses, including TxDOT's Recoverable Costs, incurred by TxDOT in connection with (i) such default and termination, (ii) the assertion of rights, interests and defenses in any bankruptcy proceeding, (iii) the recovery of possession of the Facility, (iv) all TxDOT activities during its period of possession of, and respecting, the Facility, including permitting, design, acquisition, construction, equipping, maintenance, operation and management activities, and (v) the preparation, execution, and delivery of such New Agreements. Upon request of the Collateral Agent or Substituted Entity, TxDOT will provide a written, documented statement of such costs and expenses; and

(d) Deliver to TxDOT new Payment and Performance Bonds and new letters of credit and guarantees to the extent required by the FA.

2.4.8.5 Upon execution of the New Agreements and payment of all sums due TxDOT, TxDOT shall (a) assign and deliver to the Collateral Agent or its Substituted Entity, without warranty or representation, all the property, contracts, documents and information that Developer may have assigned and delivered to TxDOT upon termination of the FA pursuant to Section 19.5 of the FA, and (b) if applicable, transfer into a new Handback Requirements Reserve established by the Collateral Agent or Substituted Entity in accordance with the FA, all funds TxDOT received from the Handback Requirements Reserve pursuant to Section 8.11.4.1 of the FA (or from draw on a Handback Requirements Letter of Credit) less so much thereof that TxDOT spent or is entitled to as reimbursement for costs of Renewal Work TxDOT performed prior to the effectiveness of the New Agreements.

2.4.8.6 The New Agreements shall run for the remainder of the term of the FA and the Lease. The New Agreements shall otherwise contain the same covenants, terms and conditions and limitations as the FA, the Lease and other corresponding FA Documents and ancillary agreements and documents that were binding on TxDOT and Developer (except for any requirements which have been fulfilled by Developer prior to termination and except that Section 15.1 of the FA (and any equivalent provisions of the Lease) shall be revised to be particular to the Collateral Agent or its Substituted Entity).

2.4.8.7 If the holders of more than one Security Document make written requests upon TxDOT for New Agreements in accordance with this Section 2.4.8 or Section 20.4.8 of the FA, TxDOT shall grant the New Agreements to, as applicable, the holder whose leasehold mortgage has the most senior priority of record. Priority shall be established as follows.

(a) TxDOT shall submit a written request to the Collateral Agent to designate the leasehold mortgage having the most senior priority of record. TxDOT shall have the right to conclusively rely on the Collateral Agent's written designation, without duty of further inquiry by TxDOT and without liability to Lender; and thereupon the written requests of each holder of any other leasehold mortgage shall be deemed to be void.

(b) If TxDOT does not receive the Collateral Agent's written designation within ten days after delivering written request, then TxDOT may conclusively rely, without further inquiry and without liability to Lender, on the seniority indicated by a then-current title report that TxDOT obtains from one of the four largest title insurance companies doing business in Texas (unless otherwise agreed in writing by the most senior holder so indicated); and thereupon the written requests of each holder of any other leasehold mortgage shall be deemed to be void.

(c) In the event the holders of more than one leasehold mortgage share *pari passu* senior lien priority as indicated pursuant to clause (a) or (b) above and make written requests upon TxDOT for New Agreements in accordance with this Section 2.4.8 and Section 20.4.8 of the FA, TxDOT shall grant the New Agreements to such holders jointly (unless otherwise agreed in writing by such holders); and thereupon the written requests of each holder of any other leasehold mortgage shall be deemed to be void.

2.4.8.8 The provisions of this Section 2.4.8 and Section 20.4.8 of the FA shall survive the termination of the FA and shall continue in full force and effect thereafter.

2.4.9 The Collateral Agent shall have the option to extend a Long Stop Date by two additional 90-day periods, provided all the following terms and conditions have been satisfied by not later than 15 days before the Long Stop Date to be extended:

2.4.9.1 The Collateral Agent has delivered to TxDOT (a) written notice identifying the Long Stop Date that is the subject of the notice and stating the election to exercise the option to extend and (b) concurrently with such written notice a payment in good funds in the amount set forth in Exhibit A to this Agreement and Exhibit 21 to the FA. Such payment is due for each 90-day extension of each Long Stop Date. Such payment shall be fully earned and non-refundable when paid, as consideration for the option to extend;

2.4.9.2 The Collateral Agent or its Substituted Entity has obtained ownership of the Developer's Interest and full possession, custody and control of the Facility to the exclusion of Developer; and

2.4.9.3 If any other Warning Notices are then outstanding, the Collateral Agent has demonstrated to TxDOT that it or its Substituted Entity has undertaken and continues and will continue to undertake meaningful steps to prosecute cure to completion with good faith, diligence and continuity.

2.4.10 The Collateral Agent shall have the option to extend the 180-day deadline set forth in Section 2.4.4 of this Agreement and Section 20.4.4 of the FA or, if applicable, the 180-day deadline after obtaining possession set forth in Section 2.4.6 of this Agreement or Section 20.4.6 of the FA or the 180-day deadline set forth in Section 2.4.8.4(b) of this Agreement and Section 20.4.8.4(b) of the FA, by up to but not exceeding an additional 180 days, provided that all the following conditions precedent have been satisfied by not later than 15 days before the deadline to be extended:

2.4.10.1 The Collateral Agent has delivered to TxDOT written notice requesting extension and setting forth a reasonable time period needed to effect cure, in any event not exceeding such 180 days;

2.4.10.2 The Collateral Agent has met all the requirements set forth in (a) Section 2.4.4 of this Agreement and Section 20.4.4 of the FA, (b) Sections 2.4.5 and 2.4.6 of this Agreement and Sections 20.4.5 and 20.4.6 of the FA or (c) Section 2.4.8.4 of this Agreement and Section 20.4.8.4 of the FA, as applicable;

2.4.10.3 The Collateral Agent has delivered evidence to TxDOT demonstrating, and TxDOT is reasonably satisfied, that full and complete cure by the Collateral Agent is highly likely within the period of extension; and

2.4.10.4 The Collateral Agent has prepared and submitted to TxDOT, and TxDOT has approved, a remedial plan for effecting full and complete cure. The remedial plan shall set forth a schedule and specific actions to be taken by the Collateral Agent to fully and completely cure, with the schedule to be consistent with the period of extension. TxDOT may require that such actions include new and improved quality management practices, plans and procedures, revised and restated Management Plans, changes in organizational and management structure, increased monitoring and inspections, changes in Key Personnel and other important personnel, replacement of Contractors, and delivery of security to TxDOT.

Time is of the essence in the exercise of such option. If for any reason any of the foregoing conditions is not satisfied by 15 days before the deadline that is eligible to be extended, the option shall automatically expire and cease to have effect with respect to such deadline.

2.4.11 Notwithstanding any contrary provisions of the FA Documents, in the event the Lender or its Substituted Entity obtains ownership of the Developer's Interest and full possession, custody and control of the Facility to the exclusion of Developer, all Noncompliance Points accumulated prior to the date the Lender or Substituted Entity obtains ownership and possession shall be reduced to zero. The foregoing shall not, however, excuse the Lender or its Substituted Entity from any obligation to cure prior uncured breaches or failures to perform under the FA Documents, and except for determination of Persistent Developer Default shall not affect any rights and remedies available to TxDOT respecting uncured breaches or failures to perform.

2.4.12 Any curing of any Default Termination Event by the Collateral Agent shall not be construed as an assumption by the Collateral Agent of any obligations, covenants or agreements of Developer under the FA Documents or any Principal Facility Documents, except with respect to the work, services or actions taken or performed by or on behalf of the Collateral Agent.

2.4.13 Nothing in this Section 2.4 or Section 20.4 of the FA shall preclude or delay TxDOT from exercising any remedies other than termination of the FA and the Lease due to Developer Default, including, subject to TxDOT's express covenants to forebear, TxDOT's rights to cure the Developer Default at Developer's expense and to remove and replace Developer.

2.5 Forbearance

To the extent TxDOT has rights to enforce the Design-Build Contract or any O&M Contract, whether as assignee of Developer's rights or otherwise, so long as the FA remains in effect TxDOT shall forbear from exercising remedies against the Design-Build Contractor or any O&M Contractor if (a) Developer or the Collateral Agent commences the good faith, diligent exercise of remedies available to Developer under the Design-Build Contract or O&M Contract within 15 days after TxDOT delivers written notice to Developer and the Collateral Agent of default by the Design-Build Contractor or any O&M Contractor, and (b) thereafter continues such good faith, diligent exercise of remedies until the default is cured.

2.6 Substituted Entities

2.6.1 Any payment to be made or action to be taken by the Collateral Agent as a prerequisite to keeping the FA in effect shall be deemed properly to have been made or taken by the Collateral Agent if a Substituted Entity proposed by the Collateral Agent and approved by TxDOT makes such payment or takes such action. TxDOT shall have no obligation to

recognize any claim to the Developer's Interest by any person or entity that has acquired the Developer's Interest by, through, or under any Security Document or whose acquisition shall have been derived immediately from any holder thereof, unless such person or entity is a Substituted Entity.

2.6.2 Notwithstanding the foregoing, any entity that is wholly owned by the Lender or group of Lenders shall be deemed a Substituted Entity, without necessity for TxDOT approval, upon delivery to TxDOT of documentation proving that the entity is duly formed, validly existing and wholly owned by such Lender or group of Lenders, including a certificate signed by a duly authorized officer of each such Lender in favor of TxDOT certifying, representing and warranting such ownership.

2.6.3 TxDOT shall have no obligation to approve a person or entity as a Substituted Entity unless the Lender demonstrates that (a) the proposed Substituted Entity and its contractors collectively have the financial resources, qualifications and experience to timely perform Developer's obligations under the FA Documents and Principal Facility Documents and (b) the proposed Substituted Entity and its contractors are in compliance with TxDOT's rules, regulations and adopted written policies regarding organizational conflicts of interest. TxDOT will approve or disapprove a proposed Substituted Entity within 30 days after it receives from the Lender a request for approval together with (a) such information, evidence and supporting documentation concerning the identity, financial resources, qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors as TxDOT may request, and (b) such evidence of organization, authority, incumbency certificates, certificates regarding debarment or suspension, child support statements, and other certificates, representations and warranties as TxDOT may reasonably request. TxDOT will request information on, and evaluate, the financial resources, qualifications, experience and potential conflicts of interest of the proposed Substituted Entity and its contractors using the same standards and criteria that it is then currently applying, or if there is no current application, then the same standards and criteria it most recently applied, to the evaluation of Persons responding to TxDOT requests for qualifications for concession or similar agreements for comparable projects and facilities. If for any reason TxDOT does not act within such 30-day period, or any extension thereof by mutual agreement of TxDOT and the Lender, TxDOT shall be deemed to disapprove.

2.6.4 The Lender may request approval of more than one Substituted Entity. The Lender may request approval at any time or times. Any approval by TxDOT of a Substituted Entity shall expire one year after the approval is issued, unless TxDOT approves an extension in its sole discretion or unless within such one-year period (or any approved extension thereof) the Substituted Entity has succeeded to the Developer's Interest. TxDOT may revoke an approval if at any time prior to succeeding to the Developer's Interest (a) the Substituted Entity ceases to be in compliance with TxDOT's rules and regulations regarding organizational conflicts of interest or (b) there occurs, after exhaustion of all rights of appeal, any suspension or debarment of the Substituted Entity or any managing member, general partner or controlling investor of the Substituted Entity from bidding, proposing or contracting with any federal or State department or agency.

2.7 Receivers

2.7.1 The appointment of a receiver at the behest of Developer shall be subject to TxDOT's prior written approval in its sole discretion. The appointment of a receiver at the behest of the Lender if the Lender is not in compliance with Sections 2.1.1, 2.1.2, 2.1.3 and

2.1.4 of this Agreement or Sections 20.1.1, 20.1.2, 20.1.3 and 20.1.4 of the FA shall be void and may be challenged by TxDOT in any proceeding. The appointment of a receiver at the behest of the Lender if the Lender is in compliance with Sections 2.1.1, 2.1.2, 2.1.3 and 2.1.4 of this Agreement or Sections 20.1.1, 20.1.2, 20.1.3 and 20.1.4 of the FA shall be subject to the following terms and conditions:

2.7.1.1 TxDOT's prior approval shall not be required for the appointment of the receiver or the selection of the person or entity to serve as receiver;

2.7.1.2 Whenever the Lender commences any proceeding for the appointment of a receiver, it shall serve on TxDOT not less than five days' prior written notice of the hearing for appointment and of the Lender's pleadings and briefs in the proceeding;

2.7.1.3 TxDOT may appear in any such proceeding to challenge the selection of the person or entity to serve as receiver, but waives any other right to oppose the appointment of the receiver; and

2.7.1.4 TxDOT may at any time seek an order for replacement of the receiver by a different receiver.

2.7.2 No receiver appointed at the behest of Developer or the Lender shall have any power or authority to replace the Design-Build Contractor or any O&M Contractor except by reason of default or unless the replacement is a Substituted Entity approved by TxDOT.

2.8 Other Lender Rights

2.8.1 In addition to all other rights herein granted, the Lender shall have the right to be subrogated to any and all rights of Developer under the FA and the Lease with respect to curing any Developer Default. TxDOT shall permit the Collateral Agent and its Substituted Entity the same access to the Facility and Facility Right of Way as is permitted to Developer hereunder. TxDOT hereby consents to Developer constituting and appointing any Collateral Agent as Developer's authorized agent and attorney-in-fact with full power, in Developer's name, place and stead, and at Developer's sole cost and expense, to enter upon the Facility and Facility Right of Way and to perform all acts required to be performed herein, in the Lease, and in any Principal Facility Document, but only in the event of a Developer Default or a default under the Lender's Funding Agreement or Security Document. TxDOT shall accept any such performance by the Collateral Agent as though the same had been done or performed by Developer.

2.8.2 The creating or granting of a Security Document shall not be deemed to constitute an assignment or transfer of the FA, the leasehold estate under the Lease or the Developer's Interest, nor shall the Lender, as such, be deemed to be an assignee or transferee of the FA, the leasehold estate under the Lease or the Developer's Interest so as to require the Lender, as such, to assume the performance of any of the terms, covenants or conditions on the part of Developer to be performed hereunder or thereunder. Neither the Lender, nor any owner of the leasehold estate under the Lease or the Developer's Interest whose ownership shall have been acquired by, through, or under any Security Document or whose ownership shall have been derived immediately from any holder thereof, shall become personally liable under the provisions of the FA or the Lease unless and until such time as the Lender or such owner becomes the owner of the Developer's Interest. Upon any permitted assignment of the FA, the Lease and the Developer's Interest by a Lender or any owner of the Developer's Interest whose

ownership shall have been acquired by, through, or under any Security Document or whose ownership shall have been derived immediately from any holder thereof, the assignor shall be relieved of any further liability which may accrue hereunder or thereunder from and after the date of such assignment, provided that the assignee is a Substituted Entity and executes and delivers to TxDOT a recordable instrument of assumption as required under Section 21.5 of the FA.

2.8.3 The Lender or the Collateral Agent may exercise its rights and remedies under its Security Document with respect to all, but not less than all, of the Developer's Interest.

2.8.4 The exercise by the Lender of its rights with respect to the Developer's Interest under its Security Documents, this Agreement, Article 20 of the FA, or otherwise, whether by judicial proceedings or by virtue of any power contained in the Security Documents, or by any conveyance from Developer to the Lender in lieu of foreclosure thereunder, or any subsequent transfer from the Lender to a Substituted Entity, shall not require the consent of TxDOT or constitute a breach of any provision of or a default under the FA Documents. The foregoing does not affect the obligation to obtain approval of persons or entities as Substituted Entities pursuant to Section 2.6 of this Agreement and Section 20.6 of the FA (and the definition of Substituted Entity).

2.8.5 Whenever TxDOT obtains knowledge of any condemnation proceedings by a third party affecting the Facility or Facility Right of Way, it shall promptly give notice thereof to the Lender. The Lender shall have the right to intervene and be made a party to any such condemnation proceedings, and TxDOT hereby consents that the Lender may be made such a party or an intervener.

2.9 Consents and Estoppel Certificates

2.9.1 At any time and from time to time, within 15 days after written request of the Lender, TxDOT, without charge, shall (a) consent to (i) the exercise by the Lender of its rights under and in accordance with this Agreement and Article 20 of the FA in the event of a Developer Default and (ii) a pledge or hypothecation by Developer of the Developer's Interest under the FA to the Lender and (b) certify to its best knowledge by written instrument duly executed and acknowledged, to the Lender as follows:

2.9.1.1 As to whether the FA has been supplemented or amended, and if so, the substance and manner of such supplement or amendment, attaching a copy thereof to such certificate;

2.9.1.2 As to the validity and force and effect of the FA, in accordance with its terms;

2.9.1.3 As to the existence of any Developer Default;

2.9.1.4 As to the existence of events which, by the passage of time or notice or both, would constitute a Developer Default;

2.9.1.5 As to the then accumulated amount of Noncompliance Points;

2.9.1.6 As to the existence of any claims by TxDOT regarding the FA;

2.9.1.7 As to the Effective Date and the commencement and expiration dates of the Term;

2.9.1.8 As to whether a specified acceptance, approval or consent of TxDOT called for under the FA has been granted;

2.9.1.9 Whether the Lender and its Funding Agreements and Security Documents meet the conditions and limitations set forth in Sections 4.3 and 20.1 of the FA and Section 2.1 of this Agreement; and

2.9.1.10 As to any other matters of fact within TxDOT's knowledge about the FA Documents, the Principal Facility Documents, Developer, the Facility or the Work as may be reasonably requested.

2.9.2 TxDOT shall deliver the same certified, written instrument to a Substituted Entity or proposed Substituted Entity within 15 days after receiving its written request, provided that the request is delivered to TxDOT either before the Substituted Entity or proposed Substituted Entity succeeds to the Developer's Interest or within 60 days after the Substituted Entity has succeeded to the Developer's Interest.

2.9.3 Any such certificate may be relied upon by, and only by, the Lender, Substituted Entity or proposed Substituted Entity to whom the same may be delivered, and the contents of such certificate shall be binding on TxDOT.

2.10 No Surrender

No mutual agreement to cancel or surrender the FA or the Lease shall be effective unless consented to in writing by the Collateral Agent, which consent Developer shall be solely responsible to obtain.

ARTICLE 3. CONTRACT PERIOD

This Agreement shall become effective when executed by all parties. The Agreement shall terminate upon the occurrence of any of the following:

(a) If the FA is terminated and the Lender does not have a right to a New Agreement, upon termination of the FA;

(b) If the FA is terminated and the Lender does have a right to a New Agreement, upon lapse without proper exercise of the right to obtain a New Agreement;

(c) Upon the Lender or a Substituted Entity that is affiliated with the Lender (or any other participating Lenders) succeeding to the Developer's Interest;

(d) Upon release and reconveyance by the Lender of all or any portion of its security interest in the Developer's Interest;

(e) Upon any change in circumstances rendering the Lender ineligible under the terms of this Agreement (i.e., those corresponding to Section 2.1 of this Agreement and Section 20.1 of the FA) for the rights and protections set forth in this Agreement;

(f) Upon termination by TxDOT pursuant to Sections 5.3 or 5.4 of this Agreement; or

(g) Upon the natural expiration of the Term of the FA.

ARTICLE 4. SIGNATORY WARRANTY

4.1 The undersigned signatory for the Lender hereby represents and warrants that he or she is an officer of the Lender organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the Lender organization. These representations and warranties are made for the purpose of inducing TxDOT to enter into this Agreement.

4.2 The undersigned signatory for TxDOT hereby represents and warrants that he or she is an officer of TxDOT and has full and complete authority to enter into this Agreement on behalf of TxDOT. These representations and warranties are made for the purpose of inducing the Lender to enter into this Agreement.

ARTICLE 5. GENERAL PROVISIONS

5.1 Public Information and Confidentiality

TxDOT will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 *et seq.* in the release of information related to this Agreement.

5.2 Amendments and Waivers

5.2.1 No amendment of this Agreement, and no waiver of any term, covenant or condition of this Agreement, shall be effective unless in writing and signed by the parties to this Agreement.

5.2.2 The exercise by a Party of any right or remedy provided under this Agreement or applicable law shall not waive or preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by either party of any right or remedy under this Agreement or applicable law shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement or applicable law. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

5.3 Noncollusion

5.3.1 The Lender warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Lender, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from making of this Agreement.

5.3.2 For breach or violation of this warranty, TxDOT shall have the right to terminate this Agreement without liability. No such termination shall affect the Lender's rights under Article 20 of the FA.

5.4 Gratuities

5.4.1 Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

5.4.2 Any person doing business with or who reasonably speaking may do business with TxDOT under this Agreement may not make any offer of benefits, gifts or favors to department employees, except as stated above. Failure on the part of the Lender to adhere to this policy may result in the termination of this Agreement. No such termination shall affect the Lender's rights under Article 20 of the FA.

5.5 Disputes

5.5.1 In the event of any dispute between TxDOT and the Lender under this Agreement, the parties shall resolve the dispute according to the Dispute Resolution Procedures set forth in the FA, with the Lender having the same rights and obligations of Developer under the Disputes Resolution Procedures and having the obligation to enter into an identical Disputes Board Agreement (other than substitution of the Lender for Developer). If, however, any such dispute arises out of the same set of facts and circumstances that gives rise to a Dispute or Claim by Developer, then TxDOT shall have the right, without consent from members of any Disputes Board, to consolidate the disputes, claims and proceedings into one proceeding under the Disputes Board Agreement between Developer and TxDOT.

5.5.2 Nothing in Section 5.5.1 of this Agreement affects Lender rights and remedies against Developer and the Developer's Interest under the Lender's Funding Agreements and Security Documents or the procedures available to the Lender under applicable Law to exercise its security interests thereunder. Nothing in Section 5.5.1 of this Agreement changes or affects the Lender's rights of joinder of TxDOT as a necessary party to the extent provided in Section 4.3.10 of the FA.

5.6 Successors and Assigns

This Agreement shall bind and inure to the benefit of TxDOT and the Lender and their respective successors and assigns. The Lender shall not assign, subcontract or transfer its interest in this Agreement separately from its interests in the Funding Agreements and Security Documents relating to the loan it has made available to Developer for the Facility; and any attempt at such assignment, subcontracting or transfer shall be null and void.

5.7 Severability

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.8 Prior Contracts Superseded

Except for the Lender's third party beneficiary rights under the FA, this Agreement constitutes the sole agreement of the parties hereto with respect to the subject matter set forth herein and supersedes any prior understandings or written or oral contracts between the parties respecting such subject matter.

5.9 Notices and Communications

5.9.1 All notices, correspondence, and other communications under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone, to the following addresses (or to such other address as may from time to time be specified in writing by such Person):

5.9.2 All notices, correspondence and other communications to Lender shall be delivered to the following address:

[Lender address]

Telephone: _____
Facsimile: _____
E-mail: _____

5.9.3 All notices, correspondence and other communications to TxDOT shall be marked as regarding the North Tarrant Express Segment 3A & 3B Facility and shall be delivered to the following address:

Ed Pensock, Jr., P.E.
Texas Department of Transportation
Texas Turnpike Authority Division
125 East 11th Street
Austin, Texas 78701

In addition, copies of all notices regarding disputes shall be delivered to the following person:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Austin, Texas 78701
Telephone: (512) 463-8630
Facsimile: (512) 475-3070
E-mail: jingram@dot.state.tx.us

5.9.4 Notices, correspondence, and communications shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U. S. Postal Service, private carrier or other Person making the delivery. Notwithstanding the foregoing, notices sent by facsimile after 4:00 p.m. Central Standard or Daylight Time (as applicable) and all other notices received after 5:00 p.m. shall be deemed received on the first business day following delivery (that is, in order for a fax to be deemed received on the same day, at least the first page of the fax must have been received before 4:00 p.m.).

5.10 Governing Law

This Agreement shall be governed by the laws of the State of Texas.

5.11 Counterparts

This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first written above.

Lender

By: _____
Name: _____
Title: _____

TxDOT
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: Phil Wilson
Title: Executive Director

Exhibit A

Option Consideration for Extension of Long Stop Date

The consideration for each of the Collateral Agent's options to extend the Long Stop Date as set forth in Section 2.4.9.1 of this Agreement shall equal $4,950,000.

EXHIBIT 26

CERTAIN REQUIREMENTS FOR THE NTE SEGMENT 3B PROJECT

TxDOT shall design and construct the NTE Segment 3B project, which constitutes the TxDOT Works other than the real property acquisition and occupant relocation, Utility Adjustment, and utility accommodation and support services for the Segment 3B Facility Segment, in accordance with the final design set forth in Attachment A and the requirements set forth in this Exhibit 26. The final design set forth in Attachment A is hereby deemed by the Parties to have met the design requirements set forth in the Facility Agreement, including the Specifications for the TxDOT Works.

This Exhibit 26 establishes the responsibilities of TxDOT for the design and construction of the NTE Segment 3B project which consists of the following elements:

- ITS and tolling infrastructure as identified in Attachment A
- pavement
- structures
- pavement markings
- landscape establishment

TxDOT shall design and construct the NTE Segment 3B project in accordance with the following publications and associated versions as the same exist as of the NTE Segment 3B project construction contract date (TxDOT standard specifications), as modified by this Exhibit 26 (including Attachment A):

- TxDOT Project Development Process Manual, June 2009;
- TxDOT Roadway Design Manual, May 2010;
- TxDOT Landscape and Aesthetics Design Manual, November 2009;
- TxDOT Environmental Manual, August 2004;
- TxDOT Hydraulic Design Manual, October 2011;
- Texas Secondary Evaluation and Analysis for Scour, 1993;
- TxDOT Bridge Project Development Manual, April 2008;
- Texas Manual on Uniform Traffic Control Devices, 2011;
- TxDOT Traffic Operations Manual, Signs and Markings Volume, March 2006;
- TxDOT Procedures for Establishing Speed Zones Manual, April 2012;
- TxDOT PS&E Preparation Manual, May 2012;
- AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 1st Edition;

- TxDOT ROW Utility Manual, February 2011;
- AASHTO LRFD Bridge Design Specifications, 5th Edition with 2010 Interim Revisions as supplemented by the TxDOT Bridge Design Manual - LRFD, December 2011;
- AASHTO Guide for Development of Bicycle Facilities, 2012;
- TxDOT Pavement Design Guide, January 2011;
- Texas Accessibility Standards, March 15, 2012;
- Americans with Disabilities Act and Architectural Barriers Act Accessibility Guidelines, July 2004;
- TxDOT Geotechnical Manual, August 2006;
- Highway Capacity Manual by Transportation Research Board, 2010;
- TxDOT Access Management Manual, July 2011;
- TxDOT Highway Illumination Manual, November 2003;
- TxDOT Storm Water Management Guidelines for Construction Activities, July 2002;
- TxDOT Survey Manual, April 2011;
- AASHTO Roadside Design Guide, 2011;
- TxDOT Sign Crew Field Book, October 2009;
- TxDOT Pavement Marking Handbook, August 2004;
- TxDOT Bridge Detailing Manual, August 2001;
- TxDOT Bridge Railing Manual, April 2012;
- Texas Commission on Environmental Quality Description of Best Management Practices, December 2005;
- Statewide and Fort Worth District Standard Sheets effective as of September 1, 2011;
- TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004;
- TxDOT Special Specifications effective for the September 2012 lettings;
- TxDOT Special Provisions to the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004; and
- National Electric Code, 2011

No requirements other than the Specifications for the TxDOT Works shall apply with respect to the design and construction of the TxDOT Works.

The limits of the NTE Segment 3B project shall be as set forth in Attachment A.

PROJECT UNDERSTANDING

While TxDOT is responsible for the design and construction of the NTE Segment 3B project, Developer is required to design, install and test the ITS and tolling systems for the Segment 3B Facility Segment and, upon TxDOT Substantial Completion, to perform the O&M Work for the Segment 3B Facility Segment compliant with the requirements set forth in the FA Documents.

ITS AND TOLLING INFRASTRUCTURE

Communication Duct Bank System

At a minimum, TxDOT shall install a conduit system with sufficient capacity for at least the number of conduits within any existing conduit network.

During the actual installation TxDOT shall temporally cap-off the new communication-duct-bank conduits in the Segment 3B Facility Segment to prevent any conduit contamination (i.e. water, gravel, etc.) until uncapping is necessary for testing.

Prior to TxDOT Substantial Completion, TxDOT shall perform a Mandrel test and provide the necessary written test results to Developer on the installed communication-duct-bank system to verify duct integrity and to comply with the National Communications System applicable standards.

ATRDMS power service shall consider 65 amp per unit.

ITS/TCS Civil Works Completion Schedule

Nine calendar months prior to the Expected TxDOT Substantial Completion Date, TxDOT shall have substantially completed the following:

- All civil work related to the toll systems and ITS equipment as shown in the final design for the NTE Segment 3B project set forth in Attachment A.
- Installation of final surface course which shall have been placed for the full width of the Managed Lanes for all approved vehicle types for a length of 650 feet on each side of the centerline of the imaginary symmetry axis of the gantries per tolling zone.

Maintenance of Existing ITS

TxDOT shall perform all activities necessary to maintain existing ITS operations in the Segment 3B Facility Segment until TxDOT Substantial Completion has been achieved.

PAVEMENT REQUIREMENTS

All subsurface geotechnical data used for the pavement design for the NTE Segment 3B project shall be collected by TxDOT and provided to Developer at final design completion or as requested by Developer to validate alternative design methods.

Reuse of existing pavement sections as part of the proposed pavement structure shall not be permitted when FWD deflections under the load, measured at 100 foot spacing, are over 700 µm. If FWD deflections under a load, measured at 100 foot spacing, are over 700 µm, a new pavement section must be designed and constructed using ESAL data provided in Table 1. If FWD deflections under load and measured at 100 foot spacing are below 700 µm, the pavement may be rehabilitated and overlayed in accordance with AASHTO 1993 Design Guide of Pavement

Structures in order to ensure a design life of 20 years. These pavement sections shall be tested with a DCP testing campaign to characterize existing subgrade elastic properties (CBR, resilient modulus, etc.) for later calculation purposes.

Table 1: ESAL DATA Construction Year 2015

		Flexible Pavement ESALs (Both directions)	Rigid Pavement ESALs (Both directions)
Segment 3B GPL		**20 years**	**30 years**
US287	**North Tarrant Parkway**	**29.500.000**	**45.000.000**
IH820	**US287**	**60.000.000**	**91.000.000**
Segment 3B ML			
US287	**North Tarrant Parkway**	**11.000.000**	**20.000.000**
IH820	**US287**	**22.500.000**	**40.500.000**
Segment 3B FR			
US287	**North Tarrant Parkway**	**4.500.000**	**7.000.000**
IH820	**US287**	**9.000.000**	**14.000.000**

Whenever practical, wearing course shall be laid at full width (from outer edge of shoulder to outer edge of shoulder) in one pass. If more than one paver is used, the pavers shall be operated at the same time within 150 feet of the next paver so that a hot joint is obtained between the lanes. Should one paver break down or paving is not performed as indicated for other reasons, where a surface course is placed against an existing layer, a joint shall be prepared by trimming the full depth of the existing wearing course forming a straight vertical surface, i.e. no level-up tapered longitudinal joints shall be performed on the surface course.

The use of recycled asphalt shingles (RAS) will not be allowed. If TxDOT includes reclaimed asphalt pavement (RAP) in the asphalt mix design for base and intermediate course (RAP shall not be allowed for wearing courses), the asphalt mix shall be designed in compliance with TxDOT Special Specification 3224, and the following additional requirements:

- When using RAP from an unknown stockpile, the solvent method may be used to estimate its asphalt content. This value shall be used to determining corresponding correction factors for the ignition oven. The asphalt content shall be determined by the ignition oven method and obtained from delivery trucks at the production plant, during production.RAP stockpiles in plant shall be stored in separate bins according to its asphalt content, not allowing contamination between them.

- The final total bitumen content in base and binder course of the asphalt mix design, once JMF1, JMF2 and JMF3 have been developed, shall be no less than 4% in any of the samples (including bitumen coming from RAP). At the same time, the mix shall always

meet the requirements established in Tables 8, 9 and 10 of TxDOT Special Specification 3224 for gradation, %VMA, Hamburg Weel Test and Tensile Strength.

- The maximum RAP proportions allowed by weight of total mixture shall be 15%.
- Dust/AC ratio shall be less than or equal to 1.3

Subgrade

TxDOT shall provide to Developer a control and acceptance protocol for foundations bearing capacity using the Unconfined Compressive Strength Test which shall include site testing and its subsequent acceptance/rejection thresholds for bearing capacity control. Other test methods may be used subject to Developer's acceptance.

The minimum subgrade resilient modulus (Mr) shall be 15,000 psi.

Lime stabilized subgrade (LSS) requirements:

- The minimum cover over the LSS layer shall be 18" of untreated soil.
- The LSS layer shall be extended a minimum of 3 feet beyond the edge of wearing course or 3 feet beyond the back of the curb if it is the case, maintaining both the thickness and lime % as per the design
- Beyond the 3 feet extension mentioned above, the LSS layer shall be extended with a minimum thickness of 10 inches and a 10% gradient up to the following limits:
    - Embankments: the layer will be extended out to the embankment slope.
    - Cuts: the layer will be extended 2 feet beyond the drainage ditch bottom or vertex. If drainage ditch bottom/vertex is lower than the LSS, the drainage ditch design shall assure a minimum of 1 foot freeboard between the top of the LSS and water elevation for the design period.
- In areas where the distance between the full depth LSS of two roadways (e.g. between general purpose lanes and ramp, frontage road and ramp, managed lanes and general purpose lanes, etc.) is less than or equal to 3 feet, the area shall be treated extending the LSS maintaining the thickness and lime %.
- For areas with retaining walls designed within the clear zone limits, the LSS treatment shall be extended out to the retaining wall.

Plasticity index values and PVR depth coverage values shall be confirmed by TxDOT on a station basis, according to the "on site" geotechnical data applicable for each roadway vertical alignment.

Pavement Performance

The pavement condition scores shown in Table 2 shall apply to all pavements, whether existing and remaining in place, rehabilitated, or newly constructed, in Segment 3B Facility Segment at the time of TxDOT Substantial Completion.

Table 2: Pavement Condition Score

		PCS	
		% auditable sections	
		80%	100%
Sections Type	GPL, ML, Ramps	**95**	**85**
	Frontage roads	**85**	**75**

Rutting

Pavement designed and constructed by TxDOT, whether existing and remaining in place, rehabilitated, or newly constructed, for the Segment 3B Facility Segment shall have no ruts at the time of TxDOT Substantial Completion.

International Roughness Index (IRI)

Pavement designed and constructed by TxDOT, whether existing and remaining place, rehabilitated, or newly constructed, for the Segment 3B Facility Segment shall meet the following requirements for roughness at TxDOT Substantial Completion:

The IRI shall be measured and calculated in accordance with the applicable standards and Tex-1001-S.Bridge structures, approach slabs and the 100 feet of pavement leading into and away from such structures shall be excluded from IRI measurement. At locations excluded from IRI measurement, a 10-foot straightedge will be used. No surface area should have more than 1/8 inch variation between any two contacts on a 10-foot straightedge. TxDOT may choose to apply the IRI requirements at these locations instead of using the 10-foot straightedge.

The IRI measurement for 80% of all auditable sections measured throughout 98% of each auditable section shall be less than or equal to:

- Mainlanes, ramps – 85" per mile
- Frontage roads – 110" per mile

The IRI measurement throughout 98% of each auditable section shall be less than or equal to:

- Mainlanes, ramps – 110" per mile
- Frontage roads – 140" per mile

The IRI measured throughout 98% of each lane containing a bridge deck in any auditable section, 0.1 mile average shall be 190" per mile.

To allow for measurement bias, an adjustment of -10 (minus ten) shall be made to IRI measurements for concrete pavements before assessing threshold compliance.

Skid Resistance

Pavement designed and constructed by TxDOT, whether existing and remaining place, rehabilitated, or newly constructed, for the Segment 3B Facility Segment shall meet the following requirements for skid resistance at TxDOT Substantial Completion:

The average skid resistance number in accordance with ASTM E 274 at 50mph and smooth tire related to 0.5 miles, on all pavements in the NTE Segment 3B project design and constructed by TxDOT shall be:

- Greater than or equal to 40 for flexible pavement.
- Greater than or equal to 35 for rigid pavement.

STRUCTURES

At least 30 days prior to the Expected TxDOT Substantial Completion Date, TxDOT will submit to Developer an asset condition score for each existing structure in the Segment 3B Facility Segment that is not reconstructed. The asset condition score shall be determined in accordance with Table 3 below. Targets are as specified in Table 4 below

Table 3: Asset Condition Score Criteria

Score	Criteria
5	• Targets for individual elements are almost entirely met (95% to 100% compliance with the relevant targets for each element), and • Is fully functional and in nearly new condition.
4	• Targets for individual elements are substantially met (less than 95% compliance and 90% or greater compliance with the relevant targets for each element), and • Is functional and in good condition.
3	• Targets for individual elements are mostly met (less than 90% compliance and 75% or greater compliance with the relevant targets for each element), and • Is in fair condition, but suggesting need for early replacement, renewal or repair of individual element.
2	• Targets for individual elements are barely met (less than 75% compliance and 50% or greater compliance with the relevant targets for each element), or • In poor condition demonstrating need for immediate replacement, renewal or repair of individual element.
1	• Targets for individual elements are not met (less than 50% compliance with the relevant targets for each element), or • In very poor condition demonstrating need for immediate replacement, renewal or repair of individual element.

The asset condition score for any structure or structure component shall be determined by the lowest asset condition score for any element within that element category.

The arithmetic mean of the asset condition scores across elements in an element category is calculated to 1 decimal point.

TxDOT shall achieve an asset condition score of 3 or greater or a mean asset condition score of 3.5 or greater for each existing structure or structure component that is not reconstructed.

Table 4: Targets

ELEMENT	PERFORMANCE REQUIREMENT	INSPECTION AND MEASUREMENT METHOD	MEASUREMENT RECORD	TARGET
Structures having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or springlines of arches or extreme ends of openings or multiple boxes	Substructures and superstructures are free of: • graffiti • undesirable vegetation • debris and bird droppings • blocked drains, weep pipes manholes and chambers • blocked drainage holes in structural components • defects in joint sealants • defects in pedestrian protection measure • scour damage • corrosion of rebar • paint system failures • impact damage	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge inspection Manual, and the Federal Administration's Bridge Inspector's Reference Manual.	Records as required in the TxDOT Bridge Inspection Manual Occurence of condition rating below 7 for any deck, super structure or substructure. All condition states to be 1 for all structure components.	 Nil 100%

Table 4: Targets

ELEMENT	PERFORMANCE REQUIREMENT	INSPECTION AND MEASUREMENT METHOD	MEASUREMENT RECORD	TARGET
Structure components	Expansion joints are free of: • dirt debris and vegetation • defects in drainage systems • loose nuts and bolts • defects in gaskets The deck drainage system is free of all and operates as intended. Parapets are free of: • loose nuts or bolts • blockages of hollow section drain holes • graffiti • vegetation • accident damage Bearings and bearing shelves are clean. Sliding and roller surfaces are clean and greased to ensure satisfactory performance. Additional advice contained in bearing manufacturers' instructions in the Structure Maintenance Manual is followed. Special finishes are clean and perform to the appropriate standards.	Inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge inspection Manual, and the Federal Administration's Bridge Inspector's Reference Manual.	Occurrence of condition rating below 7 for any deck, superstructure or substructure. All condition states to be 1 for all structure components.	Nil 100%

Table 4: Targets

ELEMENT	PERFORMANCE REQUIREMENT	INSPECTION AND MEASUREMENT METHOD	MEASUREMENT RECORD	TARGET
Structure components, con't.	All non-structural items such as hoists and electrical fixings, operate correctly, are clean and lubricated as appropriate, in accordance with manufacturer's recommendations and certification of lifting devices is maintained.			

All existing structures in the Segment 3B Facility Segment that are not reconstructed shall have a condition rating equal to or greater than 7 for any deck, superstructure or substructure component, in accordance with the TxDOT Bridge Inspection Manual and NBIS. All existing structures in the Segment 3B Facility Segment that are not reconstructed shall have a condition state of 1 for all structure components at TxDOT Substantial Completion.

LANDSCAPE ESTABLISHMENT

TxDOT shall re-establish plant growth as follows:

TxDOT will maintain responsibility for vegetative growth in the Segment 3B Facility Segment until TxDOT Substantial Completion, which includes the requirement that a uniform (i.e., evenly distributed, without large bare areas) perennial vegetative cover with a density of at least 70% of the native background vegetative cover for the area is established on unpaved areas or areas not covered by permanent structures, or equivalent permanent stabilization measures such as the use of riprap, gabions, or geotextiles have been employed. Any vegetative growth disturbed by Developer operations during the establishment period will be repaired by Developer at Developer's own cost and will become the responsibility of Developer to maintain.

Exhibit 26
Attachment A Plan Sets

Hard copy of plan sets not included due to their voluminous nature. A DVD containing the electronic files of the plan sets is included with this binder.

EXHIBIT 27

ONCOR UTILITY

The Oncor Utility consists of the following existing electric transmission lines:

Owner	Side of Roadway or Crossing	Roadway	Begin or Crossing Station	End Station	Approx. Existing Length within Facility Limits
Oncor	Crossing	IH 35W	687+60	687+60	450 ft.
Oncor	Crossing	IH 35W	688+30	688+30	450 ft.
Oncor	West	IH 35W	755+25	757+00	320 ft.
Oncor	Crossing	IH 35W	758+35	763+00	635 ft.
Oncor	West	IH 35W	784+00	810+00	2600 ft.
Oncor	Crossing	IH 35W	830+00	834+55	1100 ft.
Oncor	Crossing	SH 121/US 377	905+05	905+05	1250 ft.
Oncor	Crossing	IH 35W	912+00	919+50	1205 ft.

EXHIBIT 28

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

[Attached]

EXHIBIT 28

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

INTELLECTUAL PROPERTY ESCROW AGREEMENT

(TxDOT NORTH TARRANT EXPRESS SEGMENTS 3A & 3B)

THIS INTELLECTUAL PROPERTY ESCROW AGREEMENT (this **"Agreement"**) is made and entered into as of this March 1, 2013, by and between NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company ("**Developer**"), and Naman, Howell, Smith & Lee, PLLC, as escrow agent ("**Escrow Agent**"), to and for the benefit of the Texas Department of Transportation ("**TxDOT**"), an agency of the State of Texas, with reference to the following facts:

A. On June 23, 2009, TxDOT and NTE Mobility Partners Segments 2-4 LLC, an affiliate of Developer ("**Developer Affiliate**") entered into a Comprehensive Development Agreement ("**CDA**") for the conceptual, preliminary and final planning along with some or all of the development, design, construction, finance, operation and maintenance of one or more facilities of the North Tarrant Express (the "**Project**") as set forth in the CDA, including Segment 3A and Segment 3B, which have been the subject of negotiations between TxDOT and Developer.

B. On July 6, 2011, TxDOT and Developer Affiliate agreed upon a Facility Implementation Plan for the development of the NTE Segments 3A & 3B Facility (referred to herein as the "**Facility**") in accordance with the CDA.

C. On March 1, 2013, pursuant to the Facility Implementation Plan and in accordance with the CDA, TxDOT and Developer entered into a Facility Agreement ("**Facility Agreement**") for the design, construction and/or reconstruction of general purpose lanes, managed lanes, railroad improvements, frontage roads, and crossing streets, utility adjustments, the establishment of tolling operations, and maintenance and operation of the Facility in Tarrant County, Texas.

D. Pursuant to the Facility Agreement, Developer and/or other Depositors (as defined below) have granted to TxDOT a license or licenses to use the Escrowed Materials (as defined below). Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Facility Agreement.

E. Developer wishes to employ the services of Escrow Agent to act as the escrow holder with regard to certain materials that are or may be proprietary to Developer or its Contractors (the "**Escrowed Materials**") for the limited purposes set forth below, and Escrow Agent has agreed to serve as such escrow holder, under the terms and conditions provided in this Agreement. Escrowed Materials may include Cost and Pricing Data, Source Code, Source Code Documentation and/or other Proprietary Intellectual Property and related documentation, as set forth in Section 22.5 of the Facility Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Developer hereby irrevocably provides the following escrow instructions to Escrow Agent. These escrow instructions, although provided unilaterally, are specifically for the benefit of TxDOT as an intended third party beneficiary and

may not be amended, supplemented, waived or withdrawn without the prior written consent of TxDOT's authorized representative.

1. Designation of Authorized Representatives. Any initial authorized representatives of Developer shall be identified in writing by use of the Certificate of Authorized Developer Representative, attached hereto as Exhibit A-1. From time to time Developer may designate alternative or additional authorized representatives by submitting a new Certificate of Authorized Developer Representative to the Escrow Agent and TxDOT. Any initial authorized representatives of TxDOT shall be identified in writing by use of the Certificate of Authorized TxDOT Representative in the form attached hereto as Exhibit A-2. TxDOT may from time to time designate alternative or additional authorized representatives by submitting a new Certificate of Authorized TxDOT Representative to the Escrow Agent and Developer.

2. Deposits.

(a) "**Depositor**" means each person or entity, including Developer and its Contractors, that deposits with Escrow Agent any Escrowed Materials to be held by Escrow Agent pursuant to this Agreement. Where Developer makes a deposit of Escrowed Materials on behalf of any Contractor, the Contractor is deemed the "Depositor". Each Depositor (other than Developer) will, upon its identification via deposit of Escrowed Materials and completion of Exhibit C or the Annex to Exhibit C as required by this Section 2, be required to execute an acknowledgement of the terms of this Agreement in the form of Exhibit B.

(b) Developer hereby deposits with Escrow Agent the Escrowed Materials consisting of 1 separately sealed box labeled "NTE 3A & 3B Escrowed Materials". Developer will also complete and deliver to the Escrow Agent the List of Escrowed Materials, attached hereto as Exhibit C. At the time of deposit, Developer shall verify the boxes and acknowledge that verification by execution of Exhibit C. Developer acknowledges that the foregoing boxes contain only documents, CD-ROMs or other electronic data storage media. The Escrow Agent shall bear no responsibility for examining the contents of any box, other than to verify that the separately sealed boxes identified on Exhibit C have been received.

(c) In accordance with Section 22.5 of the Facility Agreement, Developer and any other Depositor may from time to time deliver additional materials to be held hereunder together with an acknowledgment signed by the Depositor in the form included in the Annex to Exhibit C attached hereto that such materials are subject to the terms and provisions of this Agreement and that such Depositor grants to TxDOT the rights in such additional materials provided pursuant to this Agreement, in which event a list identifying the Depositor, date of deposit, and all materials added shall be appended to this Agreement and incorporated herein. In no instance shall the additional Escrowed Materials contain any materials other than documents, CD-ROMs or other electronic data storage media.

(d) Escrow Agent shall notify TxDOT immediately upon its receipt of any such additional materials and shall verify that TxDOT has received a copy of the list of items delivered.

(e) Concurrently with receipt of Escrowed Materials, Escrow Agent shall sign and deliver to Developer, the Depositor (if different from Developer) and TxDOT an acknowledgment of receipt of the Escrowed Materials. Escrow Agent agrees to accept supplemental materials as specified herein, and agrees to hold the Escrowed Materials in safekeeping under the terms and conditions of this Agreement.

(f) The signature by the Depositor on Exhibit C or any Annex to Exhibit C shall constitute the Depositor's representation and warranty that Exhibit C (including annexes) is true, accurate and complete.

3. Manner of Holding of Escrowed Materials.

(a) Escrow Agent shall hold the Escrowed Materials in a designated area on the premises of Escrow Agent located at 8310 Capital of Texas Highway North, Suite 490, Austin, Texas 78731, or such other address within a ten-mile radius of 125 East 11th Street, in the City of Austin, Texas, as is specified to TxDOT and Developer in writing not later than 15 days prior to the time such Escrowed Materials are to be relocated to such new location or to such other address in the State of Texas as is agreed to in writing by TxDOT and Developer. The Escrowed Materials shall be stored in an area that is locked at all times. The Escrowed Materials shall either be held in a fire safe area on the premises or shall be kept in firesafe boxes or cabinets supplied by Developer.

(b) During the term hereof, Escrow Agent shall allow access to the Escrowed Materials only to those individuals identified by TxDOT's authorized representative in writing in a Notice of Persons Permitted to Review Escrowed Materials (a "**TxDOT Permission Notice**") attached hereto as Exhibit F. Such access shall include the ready ability of TxDOT to temporarily install and run CD-ROMs or other electronic data storage media that are included in the Escrowed Materials on a stand-alone secure personal computer that TxDOT shall provide.

(c) TxDOT shall provide notice to Escrow Agent at least one business day in advance of its planned review of Escrowed Materials. All reviews shall be conducted during Escrow Agent's business hours of 8:00 a.m. – 5:00 p.m., Austin, Texas time, Monday through Friday. TxDOT agrees that access to the Escrowed Materials shall be subject to compliance with the procedures of the Escrow Agent described herein, which are designed to ensure proper preparation though advance notice, and to maintain proper control over access to the Escrow Agent's office and any confidential or proprietary information of the Escrow Agent or its customers. In particular, the Escrow Agent will require that two employees of the Escrow Agent (one of which will be an officer) shall be present at all times that Escrowed Materials are being reviewed on its premises. Notwithstanding the preceding sentence, neither the Escrow Agent nor its duly authorized agents shall in any way have the duty to monitor the activity of the reviewers.

(d) Developer and TxDOT agree and acknowledge that Escrow Agent is providing a storage facility that is restricted to the Escrow Agent's employees and duly authorized agents, that the Escrowed Materials will be further secured in a locked vault, and that the Escrow Agent will verify that each person seeking access to the Escrowed Materials has been identified in the TxDOT Permission Notice by requiring the person seeking access to the Escrowed Materials to produce a current driver's license bearing that individual's image. If any individual seeking access to the Escrowed Materials produces a driver's license with a name other than that identified in the TxDOT Permission Notice, Escrow Agent may, but shall not be required to, accept the authorized representative of TxDOT's written direction to grant such person permission to review the Escrowed Materials.

(e) No access shall be given to any representative of Developer unless TxDOT agrees to such access in writing. No third party, including the employees of Escrow Agent, shall be allowed access to the Escrowed Materials, although this shall not preclude employees of Escrow Agent from having access to the locked area for other purposes. Notwithstanding the foregoing, Escrow Agent or its duly authorized attorneys and agents shall have the right to examine the external surface of the Escrowed Materials in performance of its

routine or special audits. For purposes of the preceding sentence, any audit of the Escrowed Materials shall be limited to an examination of the alpha-numeric sequence numbers recorded on the outside box in which the Escrowed Materials are stored. Accordingly, Escrow Agent's examination can not determine whether the contents of such box have been removed, disturbed, damaged or destroyed.

(f) The Escrow Agent shall have no duty to supply any computers, printers or other devices necessary to review or verify the Escrowed Materials. In no event shall TxDOT, Developer, a Depositor or any person or entity selected or appointed by them have the right to access, connect to or otherwise use any computer or other network of the Escrow Agent, other than to have access to electricity.

(g) Escrow Agent shall have the obligation to reasonably protect the safety and security of the Escrowed Materials. Each Depositor is advised to contact its own legal counsel concerning the effect of applicable laws to the Depositor's own circumstances.

(h) In the event of any proceeding or litigation concerning the disclosure of any Escrowed Materials, Escrow Agent shall immediately notify Developer and TxDOT. In such event, the Escrow Agent will retain the Escrowed Materials until otherwise ordered by a court or such other authority having jurisdiction with respect thereto. Developer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense. Except as provided in this Agreement, Escrow Agent shall not disclose, transfer, make available or use the Escrowed Materials. Subject to the provisions of this Section 3(h), Escrow Agent shall not disclose the content of this Agreement to any third party other than Depositors. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Escrowed Materials, Escrow Agent shall immediately notify Developer and TxDOT unless prohibited by law. It shall be the responsibility of Developer to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal.

(i) Developer and TxDOT agree that the Escrow Agent cannot, and shall not, be required to ensure that any person granted access to the Escrowed Materials in accordance with the procedure provided in this Section 3 (i) commits no unlawful act in relation to the Escrowed Materials, (ii) willfully, recklessly or negligently copies or removes Escrowed Materials from the premises, or (iii) willfully, recklessly or negligently damages or destroys any part of the Escrowed Materials. Escrow Agent shall not undertake to examine the person, clothing or personal effects of any reviewer to determine whether such person is removing any part of the Escrowed Materials from the Escrow Agent. In addition, reviewers will be required to sign-in and sign-out before and after reviewing Escrowed Materials. Finally, the reviewers will be required to agree to maintain the confidentiality of any proprietary or confidential information of the Escrow Agent or its customers upon signing in to review the Escrowed Materials.

4. Representations. Developer (and any other Depositor) by depositing any materials pursuant to this Agreement represents and warrants to and for the benefit of TxDOT as follows:

(a) Developer or the other Depositors lawfully possess all of the Escrowed Materials deposited with Escrow Agent;

(b) With respect to all of the Escrowed Materials, Developer has the right and authority to grant to Escrow Agent and TxDOT the rights as provided in this Agreement and Developer (and each other Depositor) hereby grants such rights to TxDOT;

(c) The Escrowed Materials are not subject to any lien or other encumbrance that entitles the holder of the lien or encumbrance to terminate this Agreement, withdraw the Escrowed Materials, or prevent or hinder TxDOT's access to the Escrowed Materials or receipt thereof following a Release Condition (as defined below);

(d) The Escrowed Materials are Proprietary Intellectual Property and constitute Intellectual Property for purposes of 11 U.S.C. § 365(n) and TxDOT's rights pursuant to this Agreement constitute the rights of a licensee pursuant to 11 U.S.C. § 365(n); and

(e) The Escrowed Materials are readable and useable in their current form or, if any portion of the Escrowed Material is encrypted, the decryption tools and decryption keys either have also been deposited or have been delivered to TxDOT.

5. Verification. TxDOT shall have the right, without cost to Developer or the Escrow Agent, to cause a verification of any Escrowed Materials. TxDOT shall notify Developer and Escrow Agent of TxDOT's request for verification. Developer shall be solely responsible for notifying the Depositor of the subject Escrowed Materials of TxDOT's request for verification. Developer shall have the right to be present at the verification, and may delegate in writing such right to the Depositor. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the Escrowed Materials. If a verification is elected after the Escrowed Materials have been delivered to Escrow Agent, then only TxDOT, or at TxDOT's election an independent person or company selected and supervised by TxDOT and approved by Developer, may perform the verification. TxDOT and Developer shall provide to Escrow Agent written evidence of approval of such independent person or company. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the Escrowed Materials and whether the Escrowed Materials are all the Escrowed Materials. Any verification shall take place at Escrow Agent's location during Escrow Agent's regular business hours. If TxDOT elects to have an independent person or company perform the verification, then such entity shall adhere to the confidentiality requirements of the Facility Agreement and the same provisions of Section 3(d) which apply to TxDOT.

6. Removal of Escrowed Material. The Escrowed Material may be removed and/or exchanged only on written instructions signed by Developer, the Depositor (if different from Developer) who deposited such Escrowed Materials as evidenced by execution of Exhibit C or the Annex to Exhibit C, and TxDOT, or as otherwise provided in Section 7 of this Agreement.

7. Release of Escrowed Materials. Release of Escrowed Materials is subject to the terms and conditions of this Section 7.

(a) Release Conditions - Developer. As used in this Agreement, "Release Condition" shall mean with respect to Developer and the deposits it makes under this Agreement on its own behalf (but not on behalf of other Depositors) any of the following:

(i) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against Developer (and, if instituted against Developer, are allowed against Developer or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution);

(ii) A custodian, trustee or receiver is appointed for Developer or any substantial part of its assets;

(iii) Developer makes or attempts to make an assignment for the benefit of creditors;

(iv) Developer generally fails to pay its debts when they are due or admits of its inability to pay its debts;

(v) Developer fails to provide necessary and commercially feasible updates and maintenance releases for any software or other Escrowed Materials owned or developed by Developer (but not software or other Escrowed Materials owned or developed by any other Depositor);

(vi) The Facility Agreement is terminated because of a Developer Default and/or Termination Compensation is due to Developer by TxDOT;

(vii) Developer is dissolved, liquidated or otherwise ceases to do business in the ordinary course;

(viii) Developer or its successor or representative including any trustee in a bankruptcy proceeding relating to Developer rejects or elects to terminate the Facility Agreement including but not limited to a rejection of the Facility Agreement pursuant to 11 U.S.C. § 365, or under any state receivership, insolvency or other similar proceeding; or

(ix) Developer (as debtor in possession) or any trustee in a bankruptcy proceeding relating to the Depositor fails to assume the obligations under the Facility Agreement on or prior to the deadline for assumption or rejection of executory contracts in such bankruptcy proceeding pursuant to 11 U.S.C. § 365.

(b) Release Conditions – Other Depositors. As used in this Agreement, "Release Condition" shall mean with respect to any Depositor other than Developer and the deposits made by or on behalf of such Depositor under this Agreement (but not items deposited by or on behalf of other Depositors) any of the following:

(i) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Depositor (and, if instituted against the Depositor, are allowed against the Depositor or are consented to or are not dismissed, terminated or otherwise nullified within 60 calendar days after such institution);

(ii) The Depositor is dissolved, liquidated or otherwise ceases to engage in the ordinary course of the business of manufacturing or supplying the software, product, part or other item that constitutes or contains the Proprietary Intellectual Property;

(iii) The Depositor, without lawful excuse of performance, abandons performance or fails or refuses to fully and successfully perform its obligations within the time provided in its Contract;

(iv) The Depositor or its successor or representative including any trustee in a bankruptcy proceeding relating to Depositor rejects or elects to terminate the agreement pursuant to which the Depositor has licensed the Escrowed Materials to Developer and/or TxDOT, including but not limited to a rejection of such

agreement pursuant to 11 U.S.C. § 365, or under any state receivership, insolvency or other similar proceeding; or

(v) The Depositor (as debtor in possession) or any trustee in a bankruptcy proceeding relating to the Depositor fails to assume the obligations under the agreement pursuant to which the Depositor has licensed the Escrowed Materials to Developer and/or TxDOT on or prior to the deadline for assumption or rejection of executory contracts in such bankruptcy proceeding pursuant to 11 U.S.C. § 365.

(c) Filing For Release. If TxDOT believes in good faith that a Release Condition has occurred with respect to any Depositor, TxDOT may provide to Escrow Agent written notice of the occurrence of the Release Condition and a request for the release of the Escrowed Material to which the Release Condition pertains. TxDOT's notice shall indicate the Depositor to which the Release Condition pertains. Immediately upon receipt of such notice, Escrow Agent shall provide a copy of the notice to Developer and to the Depositor by commercial express mail. TxDOT shall have the express right to request a release of the Escrowed Materials for the purpose of determining the amount due to Developer with respect to any Termination Compensation, pursuant to the payment terms for Termination Compensation under the Facility Agreement.

(d) Contrary Instructions. Each of Developer and the Depositor shall have 14 days from the date it receives Escrow Agent's notice requesting release of the Escrowed Materials to deliver to Escrow Agent contrary instructions ("**Contrary Instructions**"). Contrary Instructions shall mean and be limited to the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Developer or the Depositor, as applicable, that (i) the person signing for Developer or the Depositor is an authorized officer or authorized delegate of Developer or the Depositor,(ii) a Release Condition respecting the Depositor has not occurred or has been cured and (iii) with respect to the Release Condition set forth in Section 7(b)(iii) only, Developer requests to deposit the Escrowed Materials that were previously deposited by the Depositor with the Escrow Agent pursuant to Section 2(b) hereof and no Release Condition respecting Developer exists at the time of such request. Immediately upon receipt of Contrary Instructions within such 14-day period, Escrow Agent shall send a copy to TxDOT and Developer (if Developer has not itself delivered the Contrary Instruction) by commercial express mail. Additionally, Escrow Agent shall notify Developer, the Depositor and TxDOT that there is a dispute to be resolved. Escrow Agent shall continue to store the Escrowed Materials without release pending (A) joint instructions from the party(ies) that delivered the Contrary Instruction and TxDOT; (B) dispute resolution (pursuant to Section 17.8 of the Facility Agreement if it is a dispute between TxDOT and Developer); or (C) order of a court. Contrary Instructions received after such 14-day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

(e) Release of Deposit.

(i) If Escrow Agent does not receive Contrary Instructions within such 14-day period, Escrow Agent is authorized to, and shall, immediately release to TxDOT the Escrowed Materials to which the Release Condition pertains, as well as any Escrowed Materials that lacks identification of ownership on Exhibit C. Any copying expense will be chargeable to Developer. This Agreement shall terminate upon the release of all the Escrowed Materials held by Escrow Agent.

(ii) Escrow Agent shall promptly release to TxDOT all or any part of Escrowed Materials deposited by or on behalf of a Depositor at any time and

from time to time upon receipt of written instructions signed by such Depositor authorizing the release.

(iii) Escrow Agent shall also release Escrowed Materials to TxDOT at any time as directed or ordered by the final decision in any dispute resolution proceeding pursuant to Section 17.8 of the Facility Agreement. If TxDOT provides to Escrow Agent a written opinion of counsel for TxDOT to the effect that such decision is final and not appealable, Escrow Agent shall proceed with release in accordance with the final decision and may rely on such legal opinion.

(iv) Evidence of such release set forth in clauses (i) through (iii) of this Section 7(e) shall be made via delivery of the Release of Escrowed Materials – Exhibit D to TxDOT, executed and acknowledged by the Escrow Agent and TxDOT, with acknowledgement may be executed in counterparts.

8. Rights of Escrow Agent.

(a) If conflicting demands are made or notices serviced upon Escrow Agent with respect to this Agreement, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

(i) withhold and stop all further proceedings in, and performance of this Agreement;

(ii) file a suit in interpleader in order to obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves; or

(iii) deliver all Escrowed Materials with seals intact to another location to be selected by Developer subject to TxDOT approval within 30 days after Escrow Agent delivers notice thereof to TxDOT and Developer.

(b) Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that lacks the representation set forth in Section 7(d) of this Agreement, Escrow Agent may assume that any employee of a party to this Agreement who gives any written notice, request or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

(c) Developer and each other Depositor agree to indemnify, defend and hold harmless Escrow Agent from any and all claims, actions, damages, arbitration fees and expenses, costs, attorney's fees and other liabilities ("**Liabilities**") incurred by Escrow Agent relating in any way to this Agreement except to the extent such Liabilities are finally determined to have been primarily caused by the gross negligence or willful misconduct of Escrow Agent or its breach of this Agreement. The obligations of the parties set forth in this Section 8(c) shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

9. Term of Agreement.

(a) The term of this Agreement shall continue in effect unless and until this Agreement is terminated in accordance with the terms of this Section 9. This

Agreement shall be terminated in the event (i) Developer and TxDOT jointly instruct Escrow Agent in writing that the Agreement is terminated; or (ii) Escrow Agent instructs Developer and TxDOT in writing that the Agreement is terminated for nonpayment in accordance with Section 9(b) or by resignation in accordance with Section 9(c).

(b) In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide written notice of delinquency to Developer and TxDOT. Developer or TxDOT shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such notice, then Escrow Agent shall have the right to terminate this Agreement at any time thereafter by sending written notice of termination to Developer and TxDOT. Escrow Agent shall have no obligation to take any action under this Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the Escrowed Materials and transfer or dispose of the Escrowed Materials following termination as provided in this Section 9.

(c) Escrow Agent reserves the right to terminate this Agreement, for any reason, by providing Developer and TxDOT with 90-days' written notice of its intent to terminate this Agreement. Within the 90-day period, Developer shall use diligent efforts to enter into a substantially similar agreement with another entity acceptable to TxDOT and willing and able to perform the functions of escrow agent hereunder and thereupon shall provide Escrow Agent with joint written instructions authorizing Escrow Agent to forward the Escrowed Materials to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the Escrowed Materials in accordance with any such joint written instruction. If Escrow Agent does not receive said joint written instructions within 90 days of the date of Escrow Agent's written termination notice, then Escrow Agent shall have no obligation to take any action under this Agreement, except action to hold and safeguard the Escrowed Materials and transfer or dispose of Escrowed Materials following termination as provided in this Section 9. Alternatively, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and such court's decision shall be binding upon Developer and TxDOT.

(d) Upon termination of this Agreement, Escrow Agent shall destroy, return, or otherwise deliver the Escrowed Materials in accordance with Developer's and TxDOT's joint written instructions. If there are no such joint written instructions, Escrow Agent may, at its sole discretion, commence legal action interpleading Developer and TxDOT, deposit the Escrowed Materials with the court in such action and otherwise handle and dispose of the Escrowed Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the Escrowed Materials or return them to Developer absent joint written instructions to such effect or final order of a court of competent jurisdiction.

10. Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Escrowed Materials deposited with Escrow Agent under this Agreement.

11. Fees. Developer shall pay all fees and expenses in connection with Escrow Agent's obligations under this Agreement, as set forth in Exhibit E attached hereto.

12. Notices. Any communication, notice or demand of any kind whatsoever under this Agreement shall be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by facsimile or electronic-mail (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Developer:

9001 Airport Freeway, Suite 600
North Richland Hills, Texas 76180
Attention: Belen Marcos
Telephone: (817) 710-0502
Facsimile: (817) 710-0509
Email: bmarcos@northtarrantexpress.com

If to TxDOT:

Texas Department of Transportation
Strategic Projects Division
125 E. 11th Street
Austin, TX 78701
Attention: Ed Pensock, Jr., P.E
Telephone: (512) 936-0965
Facsimile: (512) 936-0970
Email: ed.pensock@txdot.gov

With copies to:

Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Attention: General Counsel
Telephone: (512) 463-8630
Facsimile: (512) 475-3070
Email: jack.ingram@txdot.gov

If to the Escrow Agent:

Naman, Howell, Smith & Lee, PLLC
8310 Capital of Texas Highway North, Suite 490
Austin, Texas 78731
Attention: Cliff Blount
Telephone: (512) 479-0300
Facsimile: (512) 474-1901
Email: blount@namanhowell.com

or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

It shall be the responsibility of each Depositor to notify in writing TxDOT, Developer and the Escrow Agent of its address for notice, including telephone, facsimile and email information, and of any change in the Depositor's address. The parties and TxDOT shall have the right to rely on the last known address of the other parties, of TxDOT and of each Depositor.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 12 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five (5) days following deposit in the United States mail, postage prepaid if delivered by mail.

13. Representations. Escrow Agent represents and warrants that it has no financial or other interest or relation with Developer, its principals or officers, except that it may be the depository for accounts maintained by such entities, or a lender or other provider of financial or corporate trust services in the normal course of business to such entities. Escrow Agent further represents, warrants and covenants that the employees of Escrow Agent who have access to the Escrowed Materials also have no such interest or relation with Developer, its principals or officers.

14. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto and TxDOT. However, Escrow Agent shall have no right to assign this Agreement or delegate its duties hereunder without the prior written consent of Developer and TxDOT; and Escrow Agent shall have no obligation in performing this Agreement to recognize any successor or assign of Developer, any other Depositor or TxDOT unless Escrow Agent receives and acknowledges written notice of such assignment. Notwithstanding the foregoing, any corporation or association into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer all or substantially all of its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Escrow Agent is a party, shall be and become the successor escrow agent under this Agreement and shall have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or the performance of any further act.

15 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.

16. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.

17. Governing Law. The laws of the State of Texas shall govern this Agreement.

18. Right of Use Following Release. TxDOT has the right under this Agreement to use the Escrowed Materials for the sole purpose of continuing the benefits afforded to TxDOT by the Facility Agreement following a release thereof to TxDOT in accordance with this Agreement.

19. Liability of Escrow Agent.

(a) The Escrow Agent shall have only those duties as are specifically provided herein, which shall be deemed purely ministerial in nature, and shall under no circumstance be deemed a fiduciary for any of the parties to this Agreement or any other person. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of the terms and conditions of any other agreement, instrument or document, including without limitation any Proposal or any Facility Agreement. This Agreement sets forth all matters pertinent to the escrow contemplated hereunder, and no additional obligations of the Escrow Agent shall be inferred from the terms of this Agreement or any other agreement. IN NO EVENT SHALL THE ESCROW AGENT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE ESCROW AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. Escrow Agent shall not be required to advance its own funds in the performance of its duties hereunder.

(b) Escrow Agent shall place the Escrowed Materials in a vault or such other secure location so as to satisfy the requirements of Section 3 above. The Escrow Agent, however, does not insure that the Escrowed Materials will not be damaged or destroyed due to temperature, humidity, fire, smoke, electrical interference or other environmental factors, and the Escrow Agent is only required to take the same precautions to control the environment in which the Escrowed Materials will be stored as it would normally take in the storage of paper documentation.

20. Court Orders. In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, Escrow Agent shall provide TxDOT and Developer with written notice within 10 days after the occurrence of such event. The Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ order or decree it shall not be liable to any of the parties hereto or to any other person, firm of corporation, by reason of such compliance notwithstanding such writ, order or decree by subsequently reversed, modified, annulled, set aside or vacated.

21. Advice of Counsel. The Escrow Agent shall have the right, but not the obligation, to consult with counsel of its choice and shall not be liable for action taken or omitted to be taken by Escrow Agent either in accordance with the advice of such counsel or in accordance with any opinion of counsel addressed and delivered to the Escrow Agent. The Escrow Agent shall have the right to perform any of its duties hereunder through its agents, attorneys, custodians or nominees.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

DEVELOPER

NTE Mobility Partners Segments 3 LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGENT

Naman, Howell, Smith & Lee, PLLC

By: _____
Name: _____
Title: _____

EXHIBIT A-1

CERTIFICATE OF AUTHORIZED DEVELOPER REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of NTE Mobility Partners Segments 3 and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-1 is attached, on behalf of NTE Mobility Partners Segments 3 LLC.

Name / Title	Specimen Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature

EXHIBIT A-2

CERTIFICATE OF AUTHORIZED TXDOT REPRESENTATIVE

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Texas Department of Transportation and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under the Escrow Agreement to which this Exhibit A-2 is attached, on behalf of the Texas Department of Transportation.

Name / Title	Specimen Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature
Name: Title	_____ Signature
Name: Title:	_____ Signature
Name: Title:	_____ Signature

EXHIBIT B

ACKNOWLEDGEMENT OF AGREEMENT

The undersigned has read the terms of the Intellectual Property Escrow Agreement (the "Escrow Agreement") dated _____, 2013 by and between NTE Mobility Partners Segments 3 LLC and Naman, Howell, Smith & Lee, PLLC, as escrow agent, and agrees to be bound by the provisions of the Escrow Agreement which apply to the rights and responsibilities of the Depositor stated therein.

Acknowledged and Agreed:

_____ [Depositor]

By: _____
Name: _____
Title: _____
Address: _____
_____

EXHIBIT C

LIST OF ESCROWED MATERIALS

The undersigned hereby acknowledges delivery of the below-described materials to Escrow Agent pursuant to that certain Intellectual Property Escrow Agreement between NTE Mobility Partners Segments 3 LLC ("Developer") and Naman, Howell, Smith & Lee, PLLC, as escrow agent, to and for the benefit of the Texas Department of Transportation, an agency of the State of Texas ("TxDOT"), dated as of _____, 2013 (the "Agreement"), as provided for in that certain Facility Agreement between Developer and TxDOT dated as of _____, 2013 ("Facility Agreement"), and acknowledges and confirms that the same are subject to the terms and provisions of the Agreement and the Facility Agreement and that such Depositor grants to TxDOT the rights in such additional materials provided pursuant to the Agreement.

Title of Escrowed Document	Depositor	Box No.	Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Date: _____

DEPOSITOR

By: _____
Name: _____
Title: _____

ANNEX 1 TO EXHIBIT C

LIST OF SUPPLEMENTAL ESCROWED MATERIALS AND ACKNOWLEDGEMENT

The undersigned hereby acknowledges delivery of the below-described materials to Escrow Agent pursuant to that certain Intellectual Property Escrow Agreement between NTE Mobility Partners Segments 3 LLC ("Developer") and Naman, Howell, Smith & Lee, PLLC, as escrow agent, to and for the benefit of the Texas Department of Transportation, an agency of the State of Texas (TxDOT"), dated as of _____, 2013 (the "Agreement"), as provided for in that certain Facility Agreement between Developer and TxDOT dated as of _____, 2013 ("Facility Agreement"), and acknowledges and confirms that the same are subject to the terms and provisions of the Agreement and the Facility Agreement and that such Depositor grants to TxDOT the rights in such additional materials provided pursuant to the Agreement.

Title of Escrowed Document	Depositor	Box No.	Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The foregoing list shall be appended to and supplement Exhibit C to the Agreement and is incorporated by reference therein.

Date: _____

DEPOSITOR

By: _____
Name: _____
Title: _____

EXHIBIT D

LIST OF RELEASED ESCROWED MATERIALS

Related to

Intellectual Property Escrow Agreement

(TxDOT North Tarrant Express)

The following list of materials are released from escrow custody of _____, as escrow agent, and custody of the list of materials is hereby transferred to _____ or a representative of its advisor, pursuant to direction from an authorized representative of the Texas Department of Transportation.

TITLE OF ESCROWED DOCUMENT	BOX NUMBER	DATE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

This transfer of custody is acknowledged as evidenced by execution below:

Date: _____

Texas Department of Transportation

By:_____
Name:
Title:_____

Date: _____

Naman, Howell, Smith & Lee, PLLC, as Escrow Agent

By:_____
Name:_____
Title:_____

EXHIBIT E

ESCROW AGENT'S FEE SCHEDULE

(attached)

EXHIBIT F

NOTICE OF PERSONS PERMITTED TO REVIEW ESCROWED MATERIALS

North Tarrant Express Segments 3A & 3B Facility

_____, 2013

Surname	Last Name	Organization	Job Title

EXHIBIT 29

ELEMENTS OF THE PARTIAL TERMINATION PAYMENT AMOUNT

[To be completed at Recalibration and updated at Financial Close.]

A =

Equity Portion Partial Termination Amount =

Debt Portion Partial Termination Amount =

EXHIBIT 30

FORM OF FACILITY TRUST AGREEMENT

[Attached]

EXHIBIT 30

FORM OF FACILITY TRUST AGREEMENT

FACILITY TRUST AGREEMENT

by and between
BOKF, NA dba BANK OF TEXAS, as Trustee
and
NTE MOBILITY PARTNERS SEGMENTS 3 LLC, as Developer

RELATING TO THE
NORTH TARRANT EXPRESS
SEGMENTS 3A & 3B FACILITY

Dated as of March 1, 2013

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FACILITY TRUST AGREEMENT

This FACILITY TRUST AGREEMENT, dated as of March 1, 2013, by and between BOKF, NA dba Bank of Texas, a national banking association, duly organized and existing under and by virtue of the laws of the United States (the "Trustee"), and NTE Mobility Partners Segments 3 LLC, a Delaware limited liability company (the "Developer"), with reference to the following facts:

RECITALS

A. The Texas Department of Transportation ("TxDOT") and Developer have entered into that certain Facility Agreement, North Tarrant Express Segments 3A and 3B Facility dated as of March 1, 2013 (as it may be amended from time to time in accordance with its terms, the "Facility Agreement") regarding the design, construction, financing, operation and maintenance and the collection of toll charges from users of the Facility described therein; and

B. This Facility Trust Agreement is being executed by the parties hereto in order to provide for (i) the establishment of a Facility Trust Fund and various trust accounts within the Facility Trust Fund, (ii) the deposit into the Facility Trust Fund of funds that may be remitted to the Trustee in respect of the use of the Facility as described herein, and (iii) the Trustee to hold, administer and distribute the Facility Trust Fund as provided herein.

AGREEMENT

Now therefore, in consideration of the foregoing premises and of the mutual agreements and covenants contained herein and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Definitions.

Unless the context otherwise requires, the terms defined in this Section 1.01 shall for all purposes hereof and of any amendment hereof or supplement hereto and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used herein and not defined herein shall have the respective meanings ascribed thereto in the Facility Agreement.

"Business Day" means any day other than a Saturday, Sunday or legal holiday or a day on which banks are authorized to be closed for business in Texas or any city in any other state in which the corporate trust office of the Trustee is located.

"Certificate of Developer" means an instrument in writing signed by an officer of Developer duly authorized by the Board of Directors of Developer for that purpose.

"Certificate of Toll Operator" means an instrument in writing signed by an officer of Toll Operator duly authorized by the Board of Directors of Toll Operator for that purpose.

"Certificate of TxDOT" means an instrument in writing signed by an officer of TxDOT duly authorized by the Texas Transportation Commission or State law for that purpose.

"Collateral Agent" means the Person identified by Developer to the Trustee and to TxDOT as the Collateral Agent (as such term is defined in the Facility Agreement) for purposes of holding all liens and security interests securing the Facility Debt for the benefit of holders of the Facility Debt.

"Daily Disbursement Date" means any Business Day that there are funds on deposit in the Toll Revenue Account as of the opening of business of the Trustee on such day.

"Daily Revenue Payment Amount" means a daily amount that shall be calculated in the same manner as calculations of the TxDOT Revenue Payment Amount are made pursuant to Exhibit 7 of the Facility Agreement.

"Developer Claims Account" has the meaning set forth in Section 2.02(c).

"Developer Claim Certificate" has the meaning set forth in Section 2.02(c).

"Developer Claim Final Decision Amount" has the meaning set forth in the definition of Developer Claim Final Decision Certificate.

"Developer Claim Final Decision Certificate" means a Certificate of Developer or a Certificate of TxDOT delivered to the Trustee pursuant to Section 2.03(c) in which either Developer or TxDOT, as applicable, (a) certifies to the Trustee that a Final Decision has been entered with respect to a disputed Claim of Developer described in a Developer Claim Certificate previously received by the Trustee, along with a copy of such Final Decision, certified as true and correct, and (b) certifies to the Trustee the amount, if any, payable to Developer pursuant to any such Final Decision (the "Developer Claim Final Decision Amount").

"Developer/Toll Operator Dispute Final Decision Amount" has the meaning set forth in the definition of Developer/Toll Operator Dispute Final Decision Certificate.

"Developer/Toll Operator Dispute Final Decision Certificate" means a Certificate of Developer or a Certificate of Toll Operator delivered to the Trustee pursuant to Section 2.03(b)(i) in which either Developer or the Toll Operator, as applicable, (i) certifies to the Trustee that a court or arbitrator has delivered a written decision and award, and/or a judgment has been entered by a court confirming or modifying an arbitrator's award and that such award, decision or judgment is final and not subject to appeal, and (ii) certifies to the Trustee the amount, if any, payable to the Toll Operator or Developer, as the case may be, pursuant to any such award or judgment (the "Developer/Toll Operator Dispute Final Decision Amount").

"Early Deposit Date" means January 1 of the Fiscal Year immediately preceding the Fiscal Year in which the original stated expiration of the Term of the Facility Agreement will occur, as such Early Deposit Date is specified in a notice thereof from Developer and TxDOT to Trustee.

"Event of Default" has the meaning set forth in Section 4.01.

"Facility Debt Default Notice" means a written notice delivered by the Collateral Agent to the Trustee, Developer and TxDOT stating that (a) a default has occurred and is continuing with respect to the Facility Debt and (b) pursuant to the terms of the Financing Documents, the Collateral Agent is entitled to be paid any funds that would otherwise be payable by the Trustee to Developer from any Facility Trust Account on any date hereunder, and to give any related payment instructions to the Trustee in connection therewith.

"Facility Debt Default Period" means the period commencing on the date a Facility Debt Default Notice is received by the Trustee and ending on the date the relevant default in respect of the Facility Debt shall have been cured or otherwise waived.

"Facility Trust Accounts" has the same meaning set forth in Section 2.02.

"Facility Trust Agreement" means this Facility Trust Agreement by and between the Trustee and Developer, dated as set forth above, as it may from time to time be amended or supplemented in accordance herewith.

"Facility Trust Fund" means the fund by the name "North Tarrant Express Facility Trust Fund (Segments 3A&3B)" established in Section 2.01 hereof, including all of the Facility Trust Accounts described herein that are established to hold funds received by the Trustee for deposit into the Facility Trust Fund.

"Final Decision" means, to the extent the Claim or Dispute is other than with respect to a GP Public Funds Amount and is eligible for resolution pursuant to the Dispute Resolution Procedures, as provided in Section 17.8.1.1(b) of the Facility Agreement, either that (a) the TxDOT Executive Director or his designee has issued or been deemed to issue a final order implementing a decision or award of the Disputes Board with respect to such a Claim or Dispute or (b) a final judgment has been entered on such a Claim or Dispute by a court having proper jurisdiction over such Claim or Dispute and such order or judgment in each case is not subject to appeal.

"Final Decision Certificate" means a Certificate of Developer or Certificate of TxDOT delivered to the Trustee in which Developer or TxDOT, as applicable, (a) certifies to the Trustee that a Final Decision has been entered with respect to the final amounts payable to each of Developer and TxDOT under the Facility Agreement following the Termination Date, along with a copy of such Final Decision, certified as true and correct, and (b) certifies to the Trustee the amount, if any, payable to Developer or TxDOT pursuant to any such Final Decision (the "Final Decision Amount").

"Final GP Public Funds Amount Determination" means, to the extent the Claim or Dispute is with respect to a determination of the GP Public Funds Amount in accordance with Section 1 of Part D of Exhibit 7 to the Facility Agreement and is eligible for resolution pursuant to the Dispute Resolution Procedures, as provided in Section 17.8.1.1(b) of the Facility Agreement, including any determination of changes to a GP Public Funds Amount pursuant to the terms of the Facility Agreement (such as due to reductive Change Orders, Compensation Events and final, actual, reasonable costs under Component A of the GP Public Funds Amount that differ from prior estimates) either that (a) the TxDOT Executive Director or his designee has issued or been deemed to issue a final order implementing a decision or award of the Disputes Board, and any subcommittee thereof, with respect to such Claim or Dispute or (b) a final judgment has been entered on such a Claim or Dispute by a court having proper jurisdiction over such Claim or Dispute and such order or judgment in each case is not subject to appeal.

"Final GP Public Funds Amount Determination Certificate" means a Certificate of TxDOT delivered to the Trustee in which TxDOT certifies to the Trustee that (a) a Final GP Public Funds Amount Determination has been entered with respect to the actual GP Public Funds Amount TxDOT shall be obligated to pay to Developer for the design, construction, operation and maintenance of the GP Capacity Improvements or a particular portion thereof, along with a copy of such GP Public Funds Amount Determination, certified as true and correct, and (b) the amount, if any, that TxDOT shall be entitled to withdraw (together with the earnings thereon) in accordance with Section 2 of Part D of Exhibit 7 to the Facility Agreement (such amount being the "Final GP Public Funds Excess Amount").

"Final Termination Certificate" means a Certificate of Developer or Certificate of TxDOT delivered to the Trustee in which Developer or TxDOT, as applicable, (a) certifies to the Trustee that the "Termination Date" (as defined in the Facility Agreement) occurred under the Facility Agreement, and (b) certifies to the Trustee the actual Termination Date under the Facility Agreement.

"Financing Documents" means the agreements and documents evidencing or securing any Facility Debt, including any Funding Agreements or Security Documents described in the Facility Agreement.

"GP Public Funds Account" has the meaning set forth in Section 2.02(i).

"Joint Instructions" means written instructions to the Trustee which are executed by both Developer and TxDOT, provided that such instructions are also approved by the Collateral Agent during any Facility Debt Default Period solely to the extent such approval is required pursuant to the Financing Documents.

"Monthly Disbursement Date" means the last Business Day of each calendar month.

"NTTA" means the North Texas Tollway Authority, a regional tollway authority authorized and operating under Chapter 366 of the Texas Transportation Code, and its successors and assigns.

"Post-Termination Revenue Account" has the meaning set forth in Section 2.02(e).

"Post-Termination Developer Claims Account" has the meaning set forth in Section 2.02(h).

"Post-Termination Developer Claim Certificate" has the meaning set forth in Section 2.02(h).

"Post-Termination Developer Claim Final Decision Amount" has the meaning specified in the definition of Post-Termination Developer Claim Final Decision Certificate.

"Post-Termination Developer Claim Final Decision Certificate" means a Certificate of Developer or a Certificate of TxDOT delivered to the Trustee pursuant to Section 2.03(h) in which either Developer or TxDOT, as applicable, (a) certifies to the Trustee that a Final Decision has been entered with respect to a disputed Claim of Developer described in a Post-Termination Developer Claim Certificate, along with a copy of such Final Decision, certified as true and correct, and (b) certifies to the Trustee the amount, if any, payable to Developer pursuant to any such Final Decision (the "Post-Termination Developer Claim Final Decision Amount").

"Post-Termination Work Account" has the meaning set forth in Section 2.02(f).

"Termination Date" means, for all purposes of this Facility Trust Agreement, the earlier of the date the Trustee receives Joint Instructions or the date the Trustee receives a Final Termination Certificate, in either case, to the effect that the "Termination Date" (as defined in the Facility Agreement) has occurred.

"Texas UCC" means the Uniform Commercial Code in effect from time to time in the State of Texas.

"Toll Operator" means the NTTA or, in case permitted by law, any other person or entity providing services under a Tolling Services Agreement identified in a Certificate of Developer delivered to Trustee.

"Toll Operator Dispute Account" has the meaning set forth in Section 2.02(b).

"Toll Revenue Account" has the meaning set forth in Section 2.02(a).

"Tolling Services Agreement" means (a) that certain Tolling Services Agreement to be entered into by and between NTTA and Developer pursuant to the FA pertaining to the Facility, and (b) any other agreement between Developer and another person or entity for providing back office customer services and toll collection and enforcement services for the Facility, provided such agreement creates rights and obligations of Developer and such person or entity regarding the Toll Operator Dispute Account.

"Trustee" means BOKF, NA dba Bank of Texas, a national banking association, duly organized and existing under and by virtue of the laws of the United States, or its successor or any other bank or trust company which may at any time be substituted in its place as provided in Section 5.01.

"TxDOT Account" means each of the Post-Termination Revenue Account, and the Post-Termination Work Account.

"TxDOT Claim Certificate" has the meaning set forth in Section 2.02(d).

"TxDOT Claim Final Decision Amount" has the meaning set forth in the definition of TxDOT Claim Final Decision Certificate.

"TxDOT Claim Final Decision Certificate" means a Certificate of Developer or a Certificate of TxDOT delivered to the Trustee pursuant to Section 2.03(d) in which either Developer or TxDOT, as applicable, (a) certifies to the Trustee that a Final Decision has been entered with respect to a disputed Claim of TxDOT described in a TxDOT Claim Certificate previously received by the Trustee, along with a copy of such Final Decision, certified as true and correct, and (b) certifies to the Trustee the amount, if any, payable to TxDOT pursuant to any such Final Decision (the "TxDOT Claim Final Decision Amount").

"TxDOT Claims Account" has the meaning set forth in Section 2.02(d).

"TxDOT Revenue Payment Account" has the meaning set forth in Section 2.02(g).

"TxDOT Revenue Payment Amount" means the TxDOT Revenue Payment Amount payable pursuant to Part C of Exhibit 7 of the Facility Agreement.

ARTICLE II.

FACILITY TRUST FUND AND ACCOUNTS

Section 2.01 Establishment of Facility Trust Fund.

The Trustee hereby establishes a fund to be known as the "NTE Segments 3A & 3B Facility Trust Fund". The Trustee covenants and agrees that all funds, when and as received by Trustee and designated or otherwise directed for deposit into the NTE Segments 3A & 3B Facility Trust Fund, whether pursuant to a transfer from TxDOT, Developer or any other Person, will be received and held by the Trustee in trust hereunder and will be deposited by the Trustee in the Facility Trust Fund and will be accounted for through and held in trust in the Facility Trust Fund. All funds delivered to the Trustee for deposit into the Facility Trust Fund shall be (a) held by the Trustee in trust for the benefit of Developer and, to the extent provided herein, TxDOT and/or the Toll Operator in accordance with the terms of this Facility Trust Agreement, (b) disbursed, allocated and applied by Trustee solely to the uses and purposes hereinafter in this Article II set forth, and (c) accounted for separately and apart from all other money, funds, accounts or other resources of the Trustee. Trustee does not have any interest in the Facility

Trust Fund but is serving as trust holder of the same for the benefit of Developer and, to the extent provided herein, TxDOT as a designated third party beneficiary with direct rights of enforcement. In addition, Trustee is serving as trust holder for the benefit of the Toll Operator as a designated third party beneficiary with direct rights of enforcement, to the extent provided for in the provisions of this Facility Trust Agreement with respect to the Toll Operator Dispute Account, but not otherwise.

Section 2.02 Establishment and Maintenance of Accounts.

The following trust accounts (each a "Facility Trust Account" and, collectively, the "Facility Trust Accounts") shall be established by the Trustee within the Facility Trust Fund and all funds received by the Trustee for deposit into the Facility Trust Fund shall be allocated to such Facility Trust Accounts as set forth herein:

(a) Toll Revenue Account.

(i) There is hereby established within the Facility Trust Fund a trust account designated the "Toll Revenue Account." Except as otherwise set forth in Sections 2.02(c) and (d), until the Termination Date the Trustee shall deposit the following into the Toll Revenue Account:

(A) all funds received by the Trustee for deposit into the Facility Trust Fund and designated or otherwise identified as "Toll Revenues from Transponder Transactions, or Video Transactions" (from whomever received), and

(B) any other funds received by the Trustee from the Toll Operator, TxDOT or Developer which the Trustee is directed or otherwise instructed to deposit to the Toll Revenue Account by the Person delivering such funds to Trustee.

(ii) If after the Termination Date the Trustee continues to receive funds in respect of revenues from the operation of the Facility for deposit into the Facility Trust Fund but has not received a Certificate of Developer or Certificate of TxDOT pursuant to which the Post-Termination Revenue Account is to be established under Section 2.02(e), then the Trustee shall deposit such funds received after the Termination Date into the Toll Revenue Account to be held for distribution pursuant to Section 2.03(b)(ii).

(b) Toll Operator Dispute Account.

(i) Upon Trustee's receipt of a written request from Developer, together with (A) a copy, certified by Developer to be true and complete, of a notice from Developer to the Toll Operator stating that Developer disputes an amount included in a Toll Operator invoice in respect of fees and charges for services rendered, and (B) a Certificate of Developer that the Toll Operator disagrees with Developer as to the amount in dispute in whole or in part and setting forth specifically the amount in dispute (with respect to each such disputed amount, a "Developer Dispute Certificate"), the Trustee shall establish within the Facility Trust Fund a trust account designated the "Toll Operator Dispute Account." The Trustee shall make a deposit to the Toll Operator Dispute Account in an amount equal to 105% of the amount in dispute either (I) from amounts received from Developer, or (II) if Developer has not made the required deposit in the amount specified in the Developer Dispute Certificate and the Toll Operator delivers a Certificate of Toll

Operator to the Trustee stating that the Toll Operator is permitted under the Tolling Services Agreement to direct the Trustee to make such deposit, from the Toll Revenue Account to the Toll Operator Dispute Account until the amount on deposit therein (without regard to deposits for other disputed amounts) equals the disputed amount specified in Developer Dispute Certificate. The Trustee is not responsible for taking any action pursuant to this Section until it has received one of the items referred to in clauses (I) and (II) of the immediately preceding sentence.

(ii) Upon Trustee's receipt of a written request from the Toll Operator, together with (a) a copy, certified by the Toll Operator to be true and complete, of a notice from the Toll Operator to Developer stating that the Toll Operator disputes an amount Developer claims is due in respect of tolls collected or to be collected by the Toll Operator pursuant to the Tolling Services Agreement, and (b) a Certificate of Toll Operator stating that Developer disagrees with the Toll Operator as to the amount in dispute in whole or in part and setting forth specifically the amount in dispute and stating that the Toll Operator is permitted under the Tolling Services Agreement to direct the Trustee to make such deposit (with respect to each such disputed amount, a "Toll Operator Dispute Certificate"), the Trustee shall establish within the Facility Trust Fund a trust account designated the "Toll Operator Dispute Account." The Trustee shall make a deposit to the Toll Operator Dispute Account in an amount equal to the amount in dispute either from amounts received from Developer or the Toll Operator so long as the Person delivering such funds delivers to the Trustee a Certificate of Developer or a Certificate of Toll Operator stating that the funds for deposit into the Toll Operator Dispute Account are not Toll Revenues. The Trustee shall have no responsibility to collect such funds other than to receive them when remitted by Developer or the Toll Operator.

(c) Developer Claims Account. Upon Trustee's receipt of a written request from Developer, together with (a) a copy, certified by Developer to be true and complete, of a notice from Developer to TxDOT stating that Developer has asserted a Claim against TxDOT and (b) a Certificate of Developer that TxDOT disputes the Claim in whole or in part and setting forth specifically the amount of the Claim in dispute (with respect to each such disputed Claim, a "Developer Claim Certificate"), the Trustee shall establish within the Facility Trust Fund a trust account designated the "Developer Claims Account," and thereafter the Trustee shall make deposits from the Toll Revenue Account to the Developer Claims Account as provided in Section 2.03(a)(i)(A) hereof or, if applicable, from the TxDOT Revenue Payment Account to the Developer Claims Account as provided in Section 2.03(h)(iii) hereof. For all funds on deposit in the Developer Claims Account, Developer shall be entitled to a credit in such amount against the amounts payable to TxDOT as the TxDOT Revenue Payment Amount while such funds are on deposit in the Developer Claims Account.

(d) TxDOT Claims Account. Upon Trustee's receipt of a written request from TxDOT together with (a) a copy, certified by TxDOT to be true and complete, of a notice from TxDOT to Developer stating that TxDOT has asserted a Claim against Developer and (b) a Certificate of TxDOT that Developer disputes the Claim in whole or in part and setting forth specifically the amount of the Claim in dispute (with respect to each such disputed Claim, a "TxDOT Claim Certificate"), the Trustee shall establish within the Facility Trust Fund a trust account designated the "TxDOT Claims Account," and thereafter the Trustee shall make deposits (i) from the Toll Revenue Account to the TxDOT Claims Account as provided in Section 2.03(a)(i)(B) hereof, (ii) if applicable, from the TxDOT Revenue Payment Account to the TxDOT Claims Account as

provided in Section 2.03(h)(iii), or (iii) to the TxDOT Claims Account of amounts TxDOT delivers to the Trustee for deposit therein pursuant to Part F.2 of Exhibit 20 of the Facility Agreement.

(e) Post-Termination Revenue Account. If the Termination Date has occurred and the Trustee receives a Certificate of Developer or Certificate of TxDOT that there is an outstanding unpaid amount owing from TxDOT to Developer (other than that set forth in Section 2.02(f) hereof), or an outstanding unsatisfied Claim for sums owing from TxDOT to Developer (other than that set forth in Section 2.02(h) hereof), then the Trustee shall establish within the Facility Trust Fund a trust account designated as the "Post-Termination Revenue Account". In such event, the Trustee shall also establish, at TxDOT's request, sub-accounts of the Post-Termination Revenue Account for allocation of reasonable reserves for costs of reconstruction, rehabilitation, renewal and replacement of the Facility as set forth in a Certificate of TxDOT delivered to Trustee and Developer. After the Termination Date and receipt of such Certificate of Developer or Certificate of TxDOT, the Trustee shall deposit in the Post-Termination Revenue Account all funds received by the Trustee in respect of revenues from the operation of the Facility, until such account is terminated pursuant to Section 2.03(j) hereof. Notwithstanding the foregoing, if the Trustee receives (i) Joint Instructions stating that funds received after the Termination Date are on account of Transactions occurring prior to the Termination Date, and stating the amount of such funds, or (ii) a Certificate of Developer or Certificate of TxDOT stating that a Final Decision has been rendered that funds received after the Termination Date are on account of Transactions occurring prior to the Termination Date, and stating the amount of such funds as set forth in the Final Decision, then the Trustee shall deposit such funds into the Toll Revenue Account (or, if such funds were previously received and deposited into the Post-Termination Revenue Account, transfer such funds from the Post-Termination Revenue Account to the Toll Revenue Account) for disbursement pursuant to Section 2.03(a)(i).

(f) Post-Termination Work Account. On the Termination Date, the Trustee shall establish within the Facility Trust Fund a trust account designated the "Post-Termination Work Account," and thereafter the Trustee shall deposit all funds delivered to the Trustee by TxDOT for deposit into the Post-Termination Work Account. Pursuant to Section F of Exhibit 20 of the Facility Agreement, TxDOT is required to deposit in the Post-Termination Work Account an amount equal to TxDOT's reasonable estimate of the costs Developer will incur to perform and complete its post-termination obligations under Section 19.5 of the Facility Agreement.

(g) TxDOT Revenue Payment Account. Commencing on the Early Deposit Date, the Trustee shall establish within the Facility Trust Fund a trust account designated the "TxDOT Revenue Payment Account," and thereafter the Trustee shall deposit in the TxDOT Revenue Payment Account all transfers of the calculated daily accrued TxDOT Revenue Payment Amount from the Toll Revenue Account on each Daily Disbursement Date pursuant to Section 2.05 hereof.

(h) Post-Termination Developer Claims Account. Upon the Trustee's receipt of a written request from Developer, together with (a) a copy, certified by Developer to be true and complete, of a notice from Developer to TxDOT stating that Developer has asserted a Claim against TxDOT payable out of the Post-Termination Revenue Account and (b) a Certificate of Developer that TxDOT disputes the Claim in whole or in part and setting forth specifically the amount of the Claim in dispute (with respect to each such disputed Claim, a "Post-Termination Developer Claim Certificate"), the Trustee shall establish within the Facility Trust Fund a trust account designated the "Post-Termination Developer Claims Account," and thereafter the Trustee shall make deposits from the Post-Termination Revenue Account to the Post-Termination Developer Claims Account as provided in Section 2.03(e)(v) hereof.

(i) GP Public Funds Account.

(i) There is hereby established within the Facility Trust Fund a trust account designated the "GP Public Funds Account." Upon delivery by TxDOT until the Termination Date, the Trustee shall deposit into the GP Public Funds Account all funds received by the Trustee from TxDOT for deposit into the Facility Trust Fund and designated or otherwise identified as the "GP Public Funds Amount" pursuant to Section 2.1 of Part D of Exhibit 7 to the Facility Agreement.

(ii) With each delivery of funds for deposit into the GP Public Funds Account, TxDOT shall designate in writing the particular portion of the GP Capacity Improvements (or, if applicable, the entirety of the GP Capacity Improvements) for which the deposit is made.

Section 2.03 Withdrawal of Funds from the Accounts.

(a) Withdrawal of Funds in the Toll Revenue Account.

(i) On each Daily Disbursement Date until the Termination Date, the Trustee shall withdraw all funds on deposit in the Toll Revenue Account and make the following payments in the following order of priority:

(A) if on or before such date the Trustee has received the documentation required under Section 2.02(c) from Developer with respect to any disputed Claim by Developer against TxDOT, for transfer to the Developer Claims Account an amount not to exceed TxDOT's "Daily Revenue Payment Amount" certified to the Trustee in a Certificate of Developer and calculated as set forth in Section 2.05 hereof, until the amount so accumulated in the Developer Claims Account equals the amount of the disputed portion of the Developer Claim specified in the Developer Claim Certificate. The Trustee acknowledges, however, that TxDOT may apply, through the Dispute Resolution Procedures, for limitations on the cumulative amount to be transferred pursuant to this clause (A) into the Developer Claims Account, and the Trustee agrees to adhere to any order or decision of the Disputes Board (even if not a Final Decision) regarding any such limit following receipt of a Certificate of TxDOT that such an order by the Disputes Board has been entered, together with a copy of such order or decision;

(B) if on or before such date the Trustee has received the documentation required under Section 2.02(d) from TxDOT with respect to any disputed Claim by TxDOT against Developer, for transfer to the TxDOT Claims Account an amount not to exceed TxDOT's "Daily Revenue Payment Amount" certified to the Trustee in a Certificate of Developer and calculated as set forth in Section 2.05 hereof; until the amount so accumulated in the TxDOT Claims Account equals the amount of the disputed portion of the TxDOT Claim specified in the TxDOT Claims Certificate. The Trustee acknowledges, however, that Developer may apply, through the Dispute Resolution Procedures, for limitations on the cumulative amount to be transferred pursuant to this clause (B) into the TxDOT Claims Account, and the Trustee shall adhere to any order or decision of the Disputes Board (even if not a Final Decision) regarding any such limit following receipt of a Certificate of Developer that such an order by the Disputes Board has been entered, together with a copy of such order or decision; and provided, further that Developer acknowledges that no such transfer of funds to the

TxDOT Claims Account from the Toll Revenue Account shall affect or reduce Developer's continuing obligation to pay TxDOT its TxDOT Revenue Payment Amount under Exhibit 7 of the Facility Agreement;

(C) if the Trustee has received the Certificate of Toll Operator as provided in Section 2.02(b)(i), for transfer to the Toll Operator Dispute Account an amount equal to the disputed portion of Developer's claim as set forth in Developer Dispute Certificate;

(D) if such Daily Disbursement Date is a Business Day on or after the Early Deposit Date, for transfer to the TxDOT Revenue Payment Account an amount equal to TxDOT's "Daily Revenue Payment Amount" certified in a Certificate of Developer and calculated as set forth in Section 2.05 hereof; and

(E) for payment to Developer (to such account as Developer designates in writing to the Trustee) or as otherwise required by the Collateral Agent during a Facility Debt Default Period.

(ii) If after the Termination Date the Trustee continues to receive funds in respect of revenues from the operation of the Facility for deposit into the Facility Trust Fund but has not received a Certificate of Developer or Certificate of TxDOT pursuant to which the Post-Termination Revenue Account is to be established under Section 2.02(e), then the Trustee shall not thereafter make any payment under Section 2.03(a)(i) from funds received into the Toll Revenue Account after such "Termination Date". Instead, the Trustee shall transfer or disburse such funds only in accordance with (A) Joint Instructions stating that funds received after the Termination Date are on account of Transactions occurring prior to the Termination Date, and stating the amount of such funds, or a Certificate of Developer or Certificate of TxDOT stating that a Final Decision has been rendered that funds received after the Termination Date are on account of Transactions occurring prior to the Termination Date, and stating the amount of such funds as set forth in the Final Decision (and in either case the Trustee shall disburse such funds pursuant to Section 2.03(a)(i)), (B) Joint Instructions or (C) a Final Decision Certificate. If the Trustee thereafter establishes the Post-Termination Revenue Account pursuant to Section 2.02(e), the Trustee shall transfer such funds, other than those previously transferred or disbursed pursuant to the previous sentence, to the Post-Termination Revenue Account.

(iii) If Joint Instructions setting forth the Termination Date or the Final Termination Certificate is delivered to the Trustee on a date that is later than the Termination Date indicated in the Joint Instructions or Final Termination Certificate, then the Joint Instructions or Final Termination Certificate, as applicable, also shall instruct the Trustee on the amount in the Toll Revenue Account to withdraw and transfer either to TxDOT or to the Post-Termination Revenue Account.

(iv) With respect to funds subject to Section 2.03(a)(i), on the first Daily Disbursement Date after the Termination Date, the Trustee shall make a final disbursement of such funds from the Toll Revenue Account pursuant to Section 2.03(a)(i) (subject to any subsequent disbursements pursuant to Section 2.03(a)(i) as provided in Sections 2.02(e) and 2.03(a)(ii)). With respect to funds subject to Section 2.03(a)(ii), the Trustee shall make a final disbursement of such funds from the Toll

Revenue Account pursuant to Joint Instructions or a Final Decision Certificate. Thereupon, the Trustee shall close the Toll Revenue Account.

(b) Use and Withdrawal of Funds in the Toll Operator Dispute Account.

(i) Upon the Trustee's receipt of a Developer/Toll Operator Dispute Final Decision Certificate setting forth amounts owed to the Toll Operator, if any, with respect to a Claim described in a Developer Dispute Certificate delivered pursuant to Section 2.02(b)(i), the Trustee shall (a) first, withdraw funds in the Toll Operator Dispute Account in an amount up to the lesser of (i) Developer/Toll Operator Dispute Final Decision Amount, including any late charges and interest, and (ii) the amounts deposited into the Toll Operator Dispute Account with respect to such Claim plus any investment earnings thereon, and pay such funds to the Toll Operator, and (b) second, pay any amount deposited to the Toll Operator Dispute Account relating to such Claim in excess of Developer/Toll Operator Dispute Final Decision Amount to Developer, together with any investment earnings in the Toll Operator Dispute Account attributable to the excess funds so released to Developer.

(ii) Upon the Trustee's receipt of a Developer/Toll Operator Dispute Final Decision Certificate setting forth amounts owed to Developer, if any, with respect to a Claim described in a Toll Operator Dispute Certificate, the Trustee shall (a) first, withdraw funds in Developer/Toll Operator Dispute Account in an amount up to the lesser of (i) Developer/Toll Operator Dispute Final Decision Amount, including any late charges and interest, and (ii) the amounts deposited into the Toll Operator Dispute Account with respect to such Claim plus any investment earnings thereon, and pay such funds to Developer, and (b) second, pay any amount deposited to the Toll Operator Dispute Account relating to such Claim in excess of Developer/Toll Operator Dispute Final Decision Amount to the Toll Operator, together with any investment earnings in the Toll Operator Dispute Account attributable to the excess funds so released to the Toll Operator.

(c) Use and Withdrawal of Amounts in Developer Claims Account. Upon the Trustee's receipt of a Developer Claim Final Decision Certificate, the Trustee shall (i) first, withdraw funds in the Developer Claims Account in an amount up to the Developer Claim Final Decision Amount, plus all earnings received on such amount prior to such date, and pay such funds to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period), and (ii) second, provided at such time there remains no other disputed Claim of Developer for which funds have been deposited into the Developer Claims Account, withdraw the balance of funds remaining in the Developer Claims Account and pay such funds to TxDOT for credit toward the TxDOT Revenue Payment Amount, unless at such time the Trustee is in receipt of a Certificate of TxDOT or Certificate of Developer stating that no Revenue Payment Amount is then due and payable to TxDOT, in which case the Trustee shall transfer such funds to the Toll Revenue Account. Upon the Trustee's receipt of Joint Instructions regarding final settlement of a disputed Claim of Developer for which funds have been deposited in the Developer Claims Account, the Trustee shall (i) first, withdraw funds in the Developer Claims Account in an amount up to the settlement amount payable to Developer specified in such Joint Instructions, plus all earnings received on such amount prior to such date, and pay such funds to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period), and (ii) second, provided at such time there remains no other disputed Claim of Developer for which funds have been deposited into the Developer Claims Account, withdraw the balance of funds remaining in the Developer Claims Account and pay such funds to TxDOT

for credit toward the TxDOT Revenue Payment Amount, unless at such time the Trustee is in receipt of a Certificate of TxDOT or Certificate of Developer stating that no Revenue Payment Amount is then due and payable to TxDOT, in which case the Trustee shall transfer such funds to the Toll Revenue Account. All funds so paid to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period) or to TxDOT in accordance with the preceding two sentences shall be a credit toward any amounts payable by Developer to TxDOT under the Facility Agreement as the TxDOT Revenue Payment Amount. To the extent any funds are on deposit in the Developer Claims Account, Developer waives any other right of offset it may have with respect to the Claim for which such funds were transferred into the Developer Claims Account; provided however, that the foregoing does not limit or reduce any credits that Developer is entitled to against amounts payable by Developer to TxDOT as the TxDOT Revenue Payment Amount as provided in Section 2.02(c) or this Section 2.03(c). In lieu of any transfer of funds from the Toll Revenue Account to the Developer Claims Account as contemplated by Section 2.03(a)(i), or at any time thereafter while funds remain in the Developer Claims Account, Developer may elect at any time after it asserts its Claim, by written notice to TxDOT and the Trustee, to waive any right to offset such Claim with TxDOT Revenue Payment Amounts accruing in favor of TxDOT. In such event, the Trustee shall transfer to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period) any funds accumulated in the Developer Claims Account by reason of such Claim in accordance with Developer's (or if applicable the Collateral Agent's) written instructions, but in such event Developer shall no longer be entitled to offset TxDOT Revenue Payment Amounts by such Claim. The Trustee shall give written notice to TxDOT, Developer and the Collateral Agent once the amount deposited in the Developer Claims Account equals the disputed portion of the Claim.

(d) Use and Withdrawal of Amounts in TxDOT Claims Account. Upon the Trustee's receipt of a TxDOT Claim Final Decision Certificate, the Trustee shall (i) first, withdraw funds in the TxDOT Claims Account in an amount up to the TxDOT Claim Final Decision Amount, plus all earnings received on such amount prior to such date, and pay such funds to TxDOT, and (ii) second, provided at such time there remains no other disputed Claim of TxDOT for which funds have been deposited into the TxDOT Claims Account, withdraw the balance of funds remaining in the TxDOT Claims Account and transfer such funds to the Toll Revenue Account. Upon the Trustee's receipt of Joint Instructions regarding final settlement of a disputed Claim of TxDOT for which funds have been deposited in the TxDOT Claims Account, the Trustee shall (i) first, withdraw funds in the TxDOT Claims Account in an amount up to the settlement amount payable to TxDOT specified in such Joint Instructions, plus all earnings received on such amount prior to such date, and pay such funds to TxDOT, and (ii) second, provided at such time there remains no other disputed Claim of TxDOT for which funds have been deposited into the TxDOT Claims Account, withdraw the balance of funds remaining in the TxDOT Claims Account and pay such funds to the Toll Revenue Account.

(e) Use and Withdrawal of Amounts in the Post-Termination Revenue Account. Not more frequently than once each calendar week after the Termination Date, TxDOT may deliver to the Trustee a Certificate of TxDOT setting forth the amount of TxDOT's reasonable and documented operating and maintenance costs and expenses incurred respecting the Facility since the last Certificate of TxDOT delivered under this Section 2.03(e). Within one Business Day after receipt of each such Certificate of TxDOT, the Trustee shall withdraw funds from the Post-Termination Revenue Account and make payment to TxDOT of the amount set forth in such Certificate of TxDOT. In addition, on each Monthly Disbursement Date after the Termination Date, the Trustee shall withdraw funds from the Post-Termination Revenue Account and make the following payments in the following order of priority:

(i) to TxDOT an amount equal to TxDOT's reasonable and documented operating and maintenance costs and expenses respecting the Facility for such month, as set forth in a Certificate of TxDOT delivered to the Trustee and Developer not less than one Business Day prior to such date, to the extent not previously paid from the Post-Termination Revenue Account;

(ii) for deposit in the sub-accounts of the Post-Termination Revenue Account established under Section 2.02(e) hereof until the reasonable reserves established for costs of reconstruction, rehabilitation, renewal and replacement of the Facility have been funded in the amounts set forth in a Certificate of TxDOT delivered to the Trustee and Developer requesting the establishment of such reserves;

(iii) to TxDOT, if amounts have previously been reserved in sub-accounts of such Post-Termination Revenue Account for such purpose, the amounts in such sub-accounts necessary to pay the reasonable documented costs of reconstruction, rehabilitation, renewal and replacement of the Facility actually incurred by TxDOT, as set forth in a Certificate of TxDOT delivered to the Trustee and Developer;

(iv) to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period) an amount equal to the undisputed amounts due to Developer under the terms of the Facility Agreement, as set forth in a Certificate of TxDOT delivered to the Trustee and Developer not less than one Business Day prior to such date, until such undisputed amounts have been paid in full to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period); and

(v) if on or before such date the Trustee has received the documentation required under Section 2.02(h) from Developer with respect to any disputed Claim by Developer against TxDOT, for transfer to the Post-Termination Developer Claims Account the amounts remaining in the Post-Termination Revenue Account, to the extent (A) necessary to cause the aggregate amounts on deposit in the Post-Termination Developer Claims Account to equal the aggregate amount of disputed Claims described in any previously delivered Post-Termination Developer Claim Certificate and (B) such Claims have not previously been paid as contemplated by Section 2.03(f) hereof. The Trustee acknowledges, however, that TxDOT may apply, through application to a court of competent jurisdiction or, to the extent permitted under the Facility Agreement, the Disputes Board, for limitations on the cumulative amount to be transferred pursuant to this clause (v) into the Post-Termination Developer Claims Account, and the Trustee agrees to adhere to any order or decision of the court or Disputes Board (even if not a Final Decision) upon receipt of a TxDOT Certificate with respect to such order or decision together with a copy of such order or decision.

(f) Use and Withdrawal of Amounts in Post-Termination Developer Claims Account. Upon the Trustee's receipt of a Post-Termination Developer Claim Final Decision Certificate, the Trustee shall (i) first, withdraw funds in the Post-Termination Developer Claims Account in an amount up to the Post-Termination Developer Claim Final Decision Amount, plus all earnings received on such amount prior to such date, and pay such funds to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period), and (ii) second, provided at such time there remains no other disputed Claim of Developer for which funds have been deposited into the Post-Termination Developer Claims Account, withdraw the balance of such funds in the Post-Termination Developer Claims Account and transfer such funds to TxDOT. Upon the Trustee's receipt of Joint Instructions concerning any disputed Claim of Developer for

which funds have been deposited into the Post-Termination Developer Claims Account, the Trustee shall (A) first, withdraw funds in the Post-Termination Developer Claims Account in an amount up to the settlement amount payable to Developer specified in such Joint Instructions, plus all earnings received on such amount prior to such date, and pay such funds to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period), and (B) second, provided at such time there remains no other disputed Claim of Developer for which funds have been deposited into the Post-Termination Developer Claims Account, withdraw the balance of such funds in the Post-Termination Developer Claims Account and transfer such funds to TxDOT. The Trustee shall give written notice to TxDOT and Developer and the Collateral Agent once the amount deposited in the Post-Termination Developer Claims Account equals the disputed portion of the Claim.

(g) Use and Withdrawal of Amounts in the Post-Termination Work Account. Upon the Trustee's receipt of written notice from TxDOT that Developer has completed all its post-termination obligations under Section 19.5 of the Facility Agreement, the Trustee shall withdraw all funds on deposit in the Post-Termination Work Account and pay such funds to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period).

(h) Use and Withdrawal of Amounts in the TxDOT Revenue Payment Account.

(i) Within 15 days after the end of the calendar year in which the Early Deposit Date occurs, Developer shall deliver to the Trustee a Certificate of Developer setting forth Developer's preliminary calculation of the TxDOT Revenue Payment Amount for the prior calendar year. Within 15 days after the scheduled expiration of the Term, Developer shall deliver to the Trustee a Certificate of Developer setting forth Developer's preliminary calculation of the TxDOT Revenue Payment Amount for the period from the immediately preceding January 1 to the scheduled expiration date. Within one Business Day after receipt of each such Certificate of Developer, the Trustee shall withdraw from the TxDOT Revenue Payment Account and pay to TxDOT the amount shown in the Certificate of Developer together with any interest earnings thereon.

(ii) Within 90 days after the end of the calendar year in which the Early Deposit Date occurs, Developer shall deliver to the Trustee a Certificate of Developer setting forth Developer's final calculation of the TxDOT Revenue Payment Amount for the prior calendar year and the additional TxDOT Revenue Payment Amount to be paid, if any. Within 90 days after the end of the scheduled expiration of the Term, Developer shall deliver to the Trustee a Certificate of Developer setting forth Developer's final calculation of the TxDOT Revenue Payment Amount for the period from the immediately preceding January 1 to the scheduled expiration date, and the additional Revenue Payment Amount to be paid, if any. Within one Business Day after receipt of each such Certificate of Developer, the Trustee shall withdraw from the TxDOT Revenue Payment Account and pay to TxDOT the amount, if any, shown in the Certificate of Developer together with any interest earnings thereon.

(iii) If at any time after either 90-day period set forth in clause (ii) above the Trustee receives a TxDOT Claim Certificate setting forth a Claim that Developer has not paid the full amount due for the TxDOT Revenue Payment Amount and the amount of the Claim, then the Trustee shall transfer from the TxDOT Revenue Payment Account into the TxDOT Claims Account available funds up to the amount of the Claim. If at any time prior to withdrawal of funds as set forth in clause (i) or (ii) above the Trustee

receives a Developer Claim Certificate setting forth a Claim and the amount of the Claim, then the Trustee shall transfer from the TxDOT Revenue Payment Account into the Developer Claims Account available funds in the TxDOT Revenue Payment Account up to the amount of the Claim.

(iv) Upon the Trustee's receipt of a Final Decision Certificate or Joint Instructions setting forth the final calculation of the TxDOT Revenue Payment Amount, the Trustee shall withdraw all funds on deposit in the TxDOT Revenue Payment Account, including any interest earnings thereon, and make the following payments in the following order of priority:

(A) to TxDOT, an amount equal to the TxDOT Revenue Payment Amount set forth in such Final Decision Certificate or Joint Instructions; and

(B) to Developer (or as otherwise required by the Collateral Agent during a Facility Debt Default Period), the remaining balance in the TxDOT Revenue Payment Account.

(v) All payments to TxDOT of the Revenue Payment Amount from the TxDOT Revenue Payment Account as provided in this Section 2.03(h) shall be a credit against Developer's obligation to pay the Revenue Payment Amount as required under the Facility Agreement.

(i) Use and Withdrawal of Funds in the GP Public Funds Account.

(i) On such date as the Trustee has received a Final GP Public Funds Amount Determination Certificate certifying to the Trustee a Final GP Public Funds Amount that is less than the total amount previously deposited into the GP Public Funds Account with respect to a particular portion of the GP Capacity Improvements (or, if applicable, the entire GP Capacity Improvements), the Trustee shall transfer or disburse the Final GP Public Funds Excess Amount together with all earnings thereon as indicated and instructed by TxDOT in such Certificate.

(ii) With respect to Component A of the GP Public Funds Amount, on such date as the Trustee has received a Certificate of TxDOT (i) certifying to TxDOT's prior receipt of a complete Payment Request from Developer, and (ii) authorizing and instructing the Trustee to pay Developer the amount identified as within "Component A of the GP Public Funds Amount", the Trustee shall transfer or disburse funds to Developer in such amount as indicated in such Certificate.

(iii) With respect to Component B of the GP Public Funds Amount, on such date as the Trustee has received a Certificate of TxDOT (i) certifying the amount that is due and payable to Developer as Component B of the GP Public Funds Amount with respect to a particular portion of the GP Capacity Improvements (or, if applicable, the entire GP Capacity Improvements), and (ii) authorizing and instructing the Trustee to pay Developer such amount, the Trustee shall transfer or disburse funds to Developer in such amount as indicated in such Certificate.

(iv) On such date as the Trustee has received Joint Instructions (a) stating that all amounts due to Developer for a particular portion of the GP Capacity Improvements (or, if applicable, the entire the GP Capacity Improvements) have been

paid to Developer and (b) authorizing and instructing the Trustee to immediately pay TxDOT the amount of any remaining funds in the GP Public Funds Account with respect to such particular portion of the GP Capacity Improvements (or, if applicable, the entire the GP Capacity Improvements), the Trustee shall transfer or disburse to TxDOT all such remaining funds, including all interest earnings thereon, if any.

(v) Upon the Trustee's receipt of a Final GP Public Funds Amount Determination Certificate setting forth amounts owed to Developer, if any, with respect to a Claim that funds in the GP Public Funds Account with respect to a particular portion of the GP Capacity Improvements (or, if applicable, the entire GP Capacity Improvements) are payable to Developer with respect to such GP Capacity Improvements, the Trustee shall withdraw from the GP Public Funds Account and pay to Developer an amount equal to the lesser of (i) the Final GP Public Funds Amount Determination owed to Developer, including any late charges and interest, as set forth in the Final GP Public Funds Amount Determination Certificate, and (ii) the amounts deposited into the GP Public Funds Account with respect to such Claim plus any investment earnings thereon.

(j) Use and Withdrawal of Remaining Funds in Facility Trust Accounts. Upon the Trustee's receipt of a Certificate of Developer (which must be approved in writing by the Collateral Agent unless the Facility Debt has been repaid in full and the Trustee has received prior notice of such repayment from the Collateral Agent) stating that all amounts payable to Developer and TxDOT under the Facility Agreement following the Termination Date have been paid in full to Developer and TxDOT, respectively, or a Certificate of TxDOT stating that all amounts payable to Developer and TxDOT under the Facility Agreement following the Termination Date have been paid in full to Developer and TxDOT, respectively, then in such event (i) the Trustee shall deliver a copy of any such Certificate of Developer to TxDOT, and a copy of any such Certificate of TxDOT to Developer, and (ii) except as provided below, on the date which is 30 days after the date on which the Trustee has delivered any such copy of such Certificate to Developer or TxDOT, as applicable, (the "Scheduled Final Distribution Date"), the Trustee shall withdraw all remaining funds, if any, on deposit in the Facility Trust Accounts and shall pay such funds to TxDOT, whereupon any interests of Developer or the Collateral Agent in such funds shall terminate. If, however, the Trustee receives a Certificate of Developer or a Certificate of TxDOT prior to the Scheduled Final Distribution Date stating that all amounts payable to Developer or TxDOT, as the case may be, under the Facility Agreement following the Termination Date have not been paid in full to Developer or TxDOT, as the case may be, then in such event funds shall remain on deposit in the Facility Trust Accounts, subject to all of the terms of this Facility Trust Agreement, until such time as the Trustee receives a Final Decision Certificate or Joint Instructions, in either case regarding final settlement of the amounts payable to Developer and to TxDOT, respectively. Upon receipt thereof, the Trustee shall withdraw all remaining funds on deposit in the Facility Trust Accounts and (A) first pay the amounts payable to Developer and TxDOT respectively, in accordance with the terms of such Final Decision Certificate or Joint Instructions, and (B) second remit the balance of such funds to TxDOT, whereupon any interests of Developer or the Collateral Agent in such funds shall terminate.

Section 2.04 Security Interests.

(a) Security Interest of Collateral Agent. The Trustee acknowledges that pursuant to the terms of the Financing Documents, Developer will grant to the Collateral Agent for the benefit of holders of the Facility Debt a first priority security interest in any right, title and interest of Developer under the Concession CDA and all funds held in the Facility Trust Accounts within the Facility Trust Fund as provided in this Facility Trust Agreement, but in each case always

subject to the terms and conditions of this Facility Trust Agreement and the rights of TxDOT and the Toll Operator as beneficiaries hereof, including the rights described herein of TxDOT to deliver Certificates of TxDOT and the rights of the Toll Operator to deliver a Certificate of Toll Operator. The Trustee agrees that for purposes of perfecting any such security interest of the Collateral Agent as it relates to the Facility Trust Accounts and funds or investments held therein, the Trustee has confirmed the matters set forth in Section 2.04(d) below. Developer directs the Trustee to execute such other documents as may reasonably be requested by the Collateral Agent in order to give the Collateral Agent control over any rights of Developer hereunder and in connection with the Facility Trust Accounts under the Texas UCC, subject only to the express rights of TxDOT and the Toll Operator as beneficiaries hereof, including the rights described herein of TxDOT to deliver Certificates of TxDOT and the rights of the Toll Operator to deliver Certificates of Toll Operator; provided, however, that each of Developer and the Trustee expressly agrees and understands that no rights of control shall be given to the Collateral Agent that would provide to the Collateral Agent any greater rights than Developer itself would have to direct any disposition of funds held by the Trustee hereunder or that would otherwise conflict with the express terms and conditions of deposits into, and disbursements from, the Facility Trust Accounts or otherwise in connection with the Facility Trust Fund. TxDOT shall be entitled to receive a copy of any such other document.

(b) Security Interests of Developer. The Trustee acknowledges that pursuant to the terms of the Facility Trust and Security Instruments, TxDOT has granted or will grant to Developer, in order to secure certain obligations of TxDOT described in the Facility Agreement, a security interest in any right, title and interest of TxDOT in the Post-Termination Revenue Account and all funds deposited therein, together with any earnings thereon (hereinafter called the "Developer Account Collateral"), excluding, however, the right, title and interest of TxDOT in funds in the Post-Termination Revenue Account used or needed or to be used or needed for payment of the amounts set forth in this Sections 2.03(e)(i), (ii) and (iii). The Trustee agrees that for purposes of perfecting any such security interest of Developer in Developer Account Collateral under the Texas UCC, the Trustee has confirmed the matters set forth in Section 2.04(d) below.

(c) No Other Security Interests. The Trustee hereby confirms that it has no actual knowledge that either Developer or TxDOT has created or suffered to exist any pledge or assignment of, lien on, or security interest in funds held by the Trustee at any time under this Facility Trust Agreement (other than the security interests contemplated by Sections 2.04(a) and (b) in favor of the Collateral Agent or Developer) and that if the Trustee at any time receives any notice from any Person regarding any claim to the funds held by the Trustee under this Facility Trust Agreement, the Trustee will promptly notify Developer and TxDOT and the Collateral Agent of such claim.

(d) Perfection of Security Interests by Control. The Trustee hereby represents and warrants and covenants the following in respect of the Facility Trust Accounts, and each of Developer and TxDOT consents thereto:

(i) Role as Securities Intermediary. The Trustee is acting as securities intermediary (as defined in Section 8.102 of the Texas UCC) in connection with the Facility Trust Accounts.

(ii) Establishment and Maintenance of Securities Accounts. Each Facility Trust Account has been, or will be when required, established in the manner

contemplated by this Facility Trust Agreement and will be a "securities account" as defined in Section 8.501 of the Texas UCC.

(iii) Financial Assets. Each item of property (whether investment property, financial asset, security, instrument, cash or other property) credited to any Facility Trust Account shall be treated as a "financial asset" within the meaning of Sections 8.102(a)(9) and 8.103 of the Texas UCC, and all such financial assets (except cash) credited to any Facility Trust Account will be registered in the name of the Trustee, indorsed to the Trustee or in blank or credited to another securities account maintained in the name of the Trustee and in no case will any financial asset credited to any Facility Trust Account be registered in the name of Developer or TxDOT, payable to the order of Developer or TxDOT, or specially indorsed to Developer or TxDOT unless such financial asset has been further indorsed to the Trustee or in blank.

(iv) Jurisdiction of Trustee as Securities Intermediary. For purposes of Section 8.110(e) of the Texas UCC, the jurisdiction of the Trustee, in its capacity as securities intermediary in respect of the Facility Trust Accounts, is the State of Texas.

(v) Entitlement Holders. The sole entitlement holder for each Facility Trust Account shall be Developer, provided that in exercising any rights as entitlement holder, Developer (and the Collateral Agent, at any time during a Facility Debt Default Period) shall be limited by the rights specifically granted to TxDOT and the Toll Operator as beneficiaries hereof, including the rights described herein of TxDOT to deliver Certificates of TxDOT and the rights of the Toll Operator to deliver Certificates of Toll Operator.

(vi) Entitlement Orders Generally. The Trustee shall promptly make the deposits, withdrawals, and payments contemplated to be made into or from the Facility Trust Accounts. For purposes of this Facility Trust Agreement, the Trustee shall treat each Certificate of Developer and Certificate of TxDOT contemplated hereby as an entitlement order relative to the Facility Trust Accounts so long as such Certificate of Developer and Certificate of TxDOT is expressly contemplated by this Facility Trust Agreement, and shall be entitled to rely on such entitlement orders in order to effect the payments to be made respectively, to TxDOT and Developer (or the Collateral Agent while any Facility Debt Default Period is in effect).

(vii) Developer and Collateral Agent Instructions. Prior to the Trustee's receipt of a Facility Debt Default Notice from the Collateral Agent, the Trustee shall be entitled to make any payments contemplated to be made to Developer in accordance with the Certificates received by the Trustee as provided in this Facility Trust Agreement. At any time after the Trustee's receipt of a Facility Debt Default Notice and during a Facility Debt Default Period, the Trustee shall (A) make any payments otherwise to be made to Developer as instructed by the Collateral Agent, and (B) any Certificate of Developer contemplated hereby shall be approved in writing by the Collateral Agent prior to its delivery to the Trustee, or may be delivered by the Collateral Agent to the Trustee on behalf of Developer. During any Facility Debt Default Period, the Trustee agrees to comply with any "entitlement order" (as defined in Section 8-102 of the UCC) originated hereunder by the Collateral Agent in respect of any Facility Trust Account to the extent Developer would otherwise be entitled to give such entitlement order in the manner specified above or any financial asset credited thereto without further consent by Developer, TxDOT or any other person or entity.

Section 2.05 Calculation of Daily Revenue Payment Amount.

For purposes of the certifications Developer is to deliver to the Trustee pursuant to Sections 2.03(a)(i)(A), (B) and (D) hereof, Developer agrees that it shall calculate TxDOT's "Daily Revenue Payment Amount" in the same manner as calculations of the TxDOT Revenue Payment Amount are made pursuant to Exhibit 7 of the Facility Agreement, except that such compensation shall be calculated for each applicable day on the basis of the balance in the Toll Revenue Account as of the opening of business on the Business Day of such calculation based on the Trustee's confirmation thereof on such day, less (i) the aggregate amount of funds, if any, transferred from the Developer Claims Account and the TxDOT Claims Account and deposited into the Toll Revenue Account on or after the immediately preceding Daily Distribution Date, and (ii) any credits provided for under Section 2.02(c) hereof.

ARTICLE III.

COVENANTS

Section 3.01 Accounting Records and Statements.

The Trustee will keep proper accounting records in which complete and correct entries shall be made of all transactions made by it relating to the receipt, deposit and disbursement of funds into the Facility Trust Fund, and any other funds received by Trustee hereunder and such accounting records shall be available for inspection by TxDOT, Developer or the Collateral Agent or their respective agents duly authorized in writing on any Business Day upon reasonable notice at reasonable hours and under reasonable conditions prescribed by the Trustee. Not later than the fifteenth day of each month commencing with the fifteenth day of the month following execution of this Facility Trust Agreement the Trustee will furnish to TxDOT, Developer and the Collateral Agent a statement covering all receipts of the Trustee for deposit into the Facility Trust Fund and all transfers from and into the Facility Trust Accounts and disbursements from the Facility Trust Accounts for the preceding month.

ARTICLE IV.

DEFAULT AND LIMITATIONS OF LIABILITY

Section 4.01 Events of Default.

Each of the following events by Developer, TxDOT or the Toll Operator shall constitute Events of Default by such party for purposed of this Facility Trust Agreement:

(a) Such party delivers a false or incorrect notice or certificate to the Trustee; or

(b) Such party defaults in the performance of any of the other agreements or covenants contained in this Facility Trust Agreement required to be performed by it, and such default shall have continued for a period of 30 days after such party shall have been given notice in writing of such default by TxDOT, Developer, the Trustee or the Collateral Agent.

Section 4.02 Remedies.

Upon the occurrence of an Event of Default, the Trustee may (following notice given in writing to TxDOT, Developer, the Collateral Agent and, if applicable, the Toll Operator), and TxDOT may (following notice given in writing to the Trustee, Developer, the Collateral Agent and, if applicable, the Toll Operator), and Developer may (following notice given in writing to the Trustee, TxDOT, the Collateral Agent and, if applicable, the Toll Operator), and the Collateral Agent may (following notice given in writing to the Trustee, TxDOT, Developer and, if applicable, the Toll Operator) and with respect only to the provisions hereof relating to the Toll Operator Dispute Account, the Toll Operator may (following notice given in writing to the Trustee, TxDOT, Developer and the Collateral Agent) by mandamus or other action or proceeding or suit at law or in equity enforce its rights under this Facility Trust Agreement. Notwithstanding the foregoing, each of TxDOT's and Developer's legal remedies hereunder are subject to the applicable Dispute Resolution Procedures specified in Section 17.8.1 of the Facility Agreement, except as provided otherwise in Section 17.8.1.1(b) of the Facility Agreement.

Section 4.03 Non-Waiver.

A waiver of any default or breach of duty or contract by the Trustee, TxDOT or Developer shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Trustee, TxDOT, Developer or the Toll Operator to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Trustee, TxDOT, Developer or the Toll Operator by law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee, TxDOT, Developer or the Toll Operator. If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Trustee, TxDOT, Developer or the Toll Operator, then the Trustee, the Collateral Agent, TxDOT, Developer and the Toll Operator shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 4.04 Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee, TxDOT, Developer or the Toll Operator is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law.

Section 4.05 No Liability by the Trustee.

The Trustee will have no obligation or liability to any Person with respect to the performance by Developer or TxDOT of any agreements and covenants required to be performed by Developer or TxDOT contained in the Facility Agreement or herein or by Developer or the Toll Operator of any agreements and covenants required to be performed by Developer or the Tolling Operator under a Tolling Services Agreement.

ARTICLE V.

THE TRUSTEE

Section 5.01 Trustee; Duties, Removal and Resignation.

(a) By executing and delivering this Facility Trust Agreement, the Trustee accepts the duties and obligations of the Trustee provided in this Facility Trust Agreement, but only upon the terms and conditions set forth in this Facility Trust Agreement.

(b) Developer (except during the continuance of an Event of Default by Developer) or, during any Facility Debt Default Period, the Collateral Agent, may, by 30 days prior written request and subject to giving notice thereof to TxDOT and receiving the consent of TxDOT (which shall not be unreasonably withheld), remove the Trustee initially a party hereto, and any successor thereto, and in such event, or in the event the Trustee resigns, Developer shall appoint a successor Trustee approved by TxDOT, such approval not to be unreasonably withheld, delayed or conditioned, but any such successor shall be a bank or trust company in good standing doing business and having an office in Austin, Texas, having a combined capital (exclusive of borrowed capital) and surplus of at least Seventy-five Million Dollars ($75,000,000) and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published.

(c) The Trustee may at any time resign by giving written notice to TxDOT, Developer and the Collateral Agent not less than 30 days prior to the date of resignation. Upon receiving any such notice of resignation Developer shall promptly appoint a successor Trustee by an instrument in writing; provided, however, that in the event that Developer does not appoint a successor Trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may petition an appropriate court having jurisdiction to appoint a successor Trustee. Any resignation or removal of the Trustee shall not become effective until written acceptance of appointment by the successor Trustee under this Facility Trust Agreement and written consent thereof given by TxDOT, such consent not to be unreasonably withheld.

(d) Any Trustee which shall resign or be removed pursuant to this Section shall be entitled to compensation due and payable in accordance with Section 5.02 and to reimbursement for all reasonable and proper expenses and advances incurred and not previously reimbursed for its activities in connection with this Facility Trust Agreement and for any indemnification due pursuant to this Facility Trust Agreement and not previously paid. Any Trustee which resigns or is removed, upon payment of its unpaid compensation and expenses hereunder, shall fully discharge all the right, title and interest of the retiring Trustee and the accounts and funds hereunder shall vest in said successor Trustee, and such retiring Trustee shall promptly pay over, assign and deliver to the successor Trustee any money or other property constituting part of the Facility Trust Fund and any other funds and accounts then held by such Trustee, and deliver any and all records, or copies thereof, in respect of the funds and accounts held hereunder which it may have.

Section 5.02 Compensation of the Trustee.

(a) In accordance with the terms of a separate agreement between Developer and Trustee, Developer shall pay from time to time, upon receipt of a statement, to the Trustee reasonable compensation for the Trustee's services and shall reimburse the Trustee for all its reasonable advances and expenditures, including but not limited to advances to and fees and expenses of independent accountants and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties under this Facility Trust Agreement, all as set forth in such separate agreement. Developer shall promptly pay such compensation and reimbursement in accordance with the terms of the separate agreement between Developer and the Trustee.

(b) Developer shall indemnify, defend, protect and hold harmless the Trustee for all costs, claims, expenses and liabilities incurred by or asserted against the Trustee in the performance of its duties under this Facility Trust Agreement or any related document, including any such reasonable costs, claims, expenses and liabilities incurred in the course of defending itself against any claims or actions or enforcing any remedies under this Facility Trust Agreement or any related document. Any such indemnity shall not extend to any costs, claims, expenses or liabilities adjudicated to have been caused by the negligence or willful misconduct of the Trustee or the breach of the terms of this Facility Trust Agreement by Trustee. The indemnification of the Trustee under this Facility Trust Agreement shall extend to its directors, officers, employees and agents. The obligations of Developer under this Section shall survive the discharge of this Facility Trust Agreement and the removal or resignation of the Trustee.

Section 5.03 Protection to the Trustee.

(a) Developer shall indemnify, defend, protect and hold harmless the Trustee and the Trustee shall incur no liability for acting upon any notice, resolution, consent, order, certificate, report or other paper or document contemplated hereunder and reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee, in its discretion, may consult with counsel, who may be counsel to Developer, and the opinion or advice of such counsel, shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Facility Trust Agreement in good faith in accordance therewith.

(b) The Trustee, either as principal or agent, may also engage in or be interested in any financial or other transaction with TxDOT or Developer or the Collateral Agent, and may act as depository, trustee, or agent for any committee or body of TxDOT or Developer or the Collateral Agent or with respect to other obligations of TxDOT or Developer as freely as if it were not the Trustee under this Facility Trust Agreement.

(c) The recitals at the beginning of this Facility Trust Agreement shall be taken and construed as made by and on the part of Developer, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of such recitals. The Trustee shall not be deemed to make any representations with respect to the security afforded by this Facility Trust Agreement.

(d) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it under this Facility Trust Agreement by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty under this Facility Trust Agreement.

(e) The Trustee, undertakes to perform only such duties as are specifically set forth in this Facility Trust Agreement.

(f) Every provision of this Facility Trust Agreement relating to the conduct or liability of the Trustee shall be subject to the provisions of this Facility Trust Agreement, including without limitation, this Article.

(g) Whenever in the administration of the duties of the Trustee under this Facility Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or not taking any action, the Trustee may request a signed Certificate of TxDOT or Certificate of Developer as to such matter, and such Certificate shall be full protection to the Trustee for any action taken or not taken in good faith reliance thereon.

(h) Notices to the Trustee, or funds delivered to the Trustee received by the Trustee after 12:00 p.m. (Austin, Texas time) on any Business Day shall be deemed received by the Trustee on the following Business Day.

(i) No provision of this Facility Trust Agreement shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it in its sole discretion.

Section 5.04 Merger or Consolidation.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 5.01 hereof, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 5.05 Waiver of Trustee Lien; Waiver of Trustee Set-off.

The Trustee waives any security interest, lien or right to make deductions or setoffs that it may now have or hereafter acquire in or with respect to the Facility Trust Accounts, any financial asset credited thereto or any security entitlement in respect thereof (except as expressly set forth in the parenthetical phrase in the immediately succeeding sentence). Neither the financial assets credited to the Facility Trust Accounts nor the security entitlements in respect thereof will be subject to deduction, set-off, banker's lien, or any other right in favor of any person (except that the Trustee may set-off funds in any Facility Trust Account other than a TxDOT Account, the TxDOT Claims Account and the TxDOT Revenue Payment Account to pay (a) amounts due to the Trustee pursuant to the terms of a separate agreement between the Trustee and Developer, and (b) the face amount of any checks or ACH transactions that have been credited to any of the Facility Trust Accounts but are subsequently returned unpaid or reversed because of uncollected or insufficient funds).

ARTICLE VI.

AMENDMENT OF OR SUPPLEMENT TO FACILITY TRUST AGREEMENT

Section 6.01 Amendment or Supplement by Consent.

No amendment of this Facility Trust Agreement shall be valid or effective unless in writing signed by Developer, TxDOT and the Collateral Agent. No amendment of this Facility Trust Agreement affecting provisions relating to the Toll Operator Dispute Account shall be valid or effective unless in writing and also signed by the Toll Operator. Notwithstanding the foregoing, this Facility Trust Agreement and the rights and obligations provided thereby may also be modified or amended at any time without the consent of the Collateral Agent, but only (1) for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Facility Trust Agreement, or (2) in regard to questions arising under this Facility Trust Agreement which the Trustee or Developer may deem necessary or desirable and not inconsistent with this Facility Trust Agreement and which shall not materially adversely affect the interests of the Collateral Agent. Developer shall provide TxDOT with a written copy of any proposed amendment 30 days prior to its proposed effective date.

ARTICLE VII.

TXDOT'S AND TOLL OPERATOR'S RIGHTS UNDER FACILITY TRUST AGREEMENT

Section 7.01 Rights of TxDOT and Toll Operator

(a) Developer or the Trustee, as appropriate, shall concurrently furnish to TxDOT a copy of any notice to be given to Developer, the Trustee, the Collateral Agent or the Toll Operator, and to the Toll Operator a copy of any notice to be given to Developer, TxDOT, the Trustee or the Collateral Agent if the notice relates to the rights of the Toll Operator under this Facility Trust Agreement.

(b) The Trustee, to the extent of its actual knowledge, shall notify TxDOT of any failure of Developer to provide relevant notices, certificates, or filings, and shall notify the Toll Operator of any failure of Developer to provide relevant notices, certificates or filings that relate to any rights of the Toll Operator under this Facility Trust Agreement.

(c) Developer agrees, upon the direction of TxDOT, to exercise Developer's rights hereunder to remove the Trustee for any breach of trust contained in this Facility Trust Agreement. Developer shall also give prior written notice to TxDOT of any removal, resignation or termination of the Trustee, and no removal, resignation or termination shall become effective until a successor Trustee is appointed in accordance with the terms hereof and accepts the trusts created under this Facility Trust Agreement.

(d) Without TxDOT's prior written approval in its sole discretion, Developer shall not (i) terminate or permit a termination of this Facility Trust Agreement, (ii) agree to any amendment of any provisions of this Facility Trust Agreement, (iii) in any material respect waive, or fail to enforce, any provision of this Facility Trust Agreement, or (iv) oppose or interfere with TxDOT's exercise of its third party beneficiary rights under this Facility Trust Agreement in accordance with this Facility Trust Agreement and the Facility Agreement.

(e) At any time a Toll Services Agreement is in effect with the Toll Operator, without the Toll Operator's prior written approval in its sole discretion, Developer shall not (i) terminate or permit a termination of this Facility Trust Agreement, (ii) agree to any amendment of any provisions of this Facility Trust Agreement that would materially adversely affect the rights of the Toll Operator under this Facility Trust Agreement., (iii) in any material respect waive, or fail to enforce, any provision of this Facility Trust Agreement relating to the rights of the Toll Operator under this Facility Trust Agreement, or (iv) oppose or interfere with the Toll Operator's exercise of its third party beneficiary rights under this Facility Trust Agreement in accordance with this Facility Trust Agreement and the Tolling Services Agreement.

Section 7.02 TxDOT and Toll Operator as Third-Party Beneficiaries.

To the extent this Facility Trust Agreement confers upon or gives or grants to TxDOT or the Toll Operator any right, remedy or claim under or by reason of this Facility Trust Agreement, each of TxDOT and the Toll Operator is hereby explicitly recognized as being an intended, direct third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

Section 7.03 No Intended TxDOT Procurement.

Notwithstanding the benefits afforded to TxDOT hereunder, each of Developer, the Trustee and TxDOT agree and confirm that the services of the Trustee hereunder are procured exclusively by, and for the account of, Developer and neither TxDOT nor the Toll Operator has any responsibility to pay any fees or expenses of the Trustee in connection with this Facility Trust Agreement.

ARTICLE VIII.

MISCELLANEOUS

Section 8.01 Benefits of Facility Trust Agreement.

Nothing in this Facility Trust Agreement expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than Developer, TxDOT, the Trustee, the Toll Operator and the Collateral Agent, any right, remedy or claim under or by reason of this Facility Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Facility Trust Agreement contained by and on behalf of Developer shall be for the sole and exclusive benefit of TxDOT, Developer, the Trustee, the Toll Operator and the Collateral Agent. Developer, the Trustee, the Toll Operator and TxDOT expressly recognize the Collateral Agent as a third party beneficiary of this Facility Trust Agreement.

Section 8.02 Successor Deemed Included in all References to Predecessor.

Whenever Developer, TxDOT, the Trustee, the Toll Operator or any officer thereof is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in Developer, TxDOT, the Trustee, the Toll Operator or such officer, and all agreements, conditions, covenants and terms required hereby to be observed or performed by or on behalf of Developer, TxDOT, the Trustee, the Toll

Operator or any officer thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 8.03 Content of Certificates.

(a) Every Certificate of Developer, Certificate of TxDOT or Certificate of Toll Operator with respect to compliance with any agreement, condition, covenant or term contained herein shall include (i) a statement that the person or persons making or giving such Certificate have the authority to do so and have read such agreement, condition, covenant or term and the definitions herein relating thereto; (ii) a statement that, in the opinion of the signers they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or term has been complied with; and (iii) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or term has been complied with.

(b) Any Certificate of Developer, Certificate of TxDOT or Certificate of Toll Operator may be based, insofar as it relates to legal matters, upon an opinion of counsel unless the person making or giving such Certificate knows that the opinion of counsel with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any opinion of counsel may be based, insofar as it relates to factual matters or information in the possession of Developer, TxDOT or the Toll Operator, upon a representation by an officer or officers of Developer, TxDOT or the Toll Operator unless the counsel executing such opinion of counsel knows that the representation with respect to the matters or upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

Section 8.04 Notices.

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and mailed via registered mail (return receipt requested), telecopied (and promptly confirmed by mail or delivery) or delivered (via courier service), if to Developer at its address at 9001 Airport Freeway, Suite 600, North Richland Hills, Texas 76180, facsimile number (817) 710-0509; if to TxDOT at its address at 125 E 11th Street, Austin Texas, 78701-2483 Attention: Finance Division; if to NTTA at its address at P.O. Box 260729, Plano, TX 75026 Attention: Susan A Buse, if to any other Toll Operator, at the address it states in a written notice delivered to the Trustee, Developer and TxDOT and if to the Trustee, at its address at 400 West 15th Street, Suite 150, MAC T5656-013, Austin, Texas 78701, Attention: Corporate Trust Services, facsimile number (512) 344-8621 or; as to each party, at such other address as shall be designated by such party in a written notice to the other parties.

Section 8.05 Tax Reporting.

All items of income, gain, expense and loss recognized in the Facility Trust Accounts (other than the TxDOT Accounts) or in respect of any financial assets credited thereto shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of Developer. All items of income, gain, expense and loss recognized in the TxDOT Accounts or in respect of any financial assets credited thereto shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of TxDOT.

Section 8.06 Investments.

(a) Amounts on deposit in each Facility Trust Account pursuant to this Facility Trust Agreement shall be invested in Eligible Investments that will, as nearly as practicable, mature on or before the dates when such money is anticipated to be needed for disbursement hereunder. Such Eligible Investments shall be made in accordance with written directions that TxDOT gives from time to time with respect to the TxDOT Accounts, and in accordance with written directions that Developer gives from time to time with respect to all other Facility Trust Accounts. The Trustee may act as principal or agent in the acquisition or disposition of any such investment. The Trustee shall not be liable or responsible for any loss suffered in connection with any such investment made by it under the terms of and in accordance with this Section 8.06. The Trustee may sell or present for prepayment any obligations so purchased whenever it shall be necessary in order to provide moneys to meet any payment of the funds so invested, and the Trustee shall not be liable or responsible for any losses resulting from any such investment sold or presented for prepayment. Interest or profit received on such investments shall be retained in the account that generated the interest or profit.

(b) The Trustee may conclusively rely that any investment directed by TxDOT or Developer, as the case may be, is an Eligible Investment as required by this Facility Trust Agreement. The Trustee may act as depository, manager, advisor or sponsor with regard to any Eligible Investment.

(c) If Developer or TxDOT receive brokerage confirmations of security transactions as they occur, Developer or TxDOT, as the case may be, will forward such confirmations to the Trustee. The Trustee will furnish Developer and TxDOT monthly cash transaction statements as provided herein which include detail for all investment transactions made by the Trustee hereunder.

(d) In computing the amount in any fund or account, Eligible Investments shall be valued at market value, exclusive of accrued interest. The Trustee shall perform such valuation no more frequently than monthly.

(e) If at any time after investment therein an Eligible Investment ceases to meet the criteria set forth in the definition of Eligible Investments and such obligation, aggregated with other non-conforming investments, exceeds ten percent (10%) of invested funds, such Eligible Investment shall be sold or liquidated.

(f) Investment earnings on amounts held in the Facility Trust Accounts shall be credited and applied as follows:

(i) Toll Revenue Account shall be for the benefit of Developer and may be withdrawn at any frequency Developer decides.

(ii) Investment earnings on amounts held in the Toll Operator Dispute Account shall be for the benefit of Developer or the Toll Operator as provided in Section 2.03(b) and may be withdrawn only through distributions as described in Section 2.03(b).

(iii) Investment earnings on amounts in the Developer Claims Account and TxDOT Claims Account shall be retained therein and credited toward the balances required to be deposited therein, and shall be withdrawn and distributed only as provided in Section 2.03(c) and 2.03(d), respectively.

(iv) Investment earnings on amounts in the Post-Termination Revenue Account shall be retained therein and applied in accordance with Section 2.03(e).

(v) Investment earnings on amounts in the Post-Termination Developer Claims Account shall be retained therein and credited toward the balances required to be deposited therein and shall be withdrawn and distributed only as provided in Section 2.03(f) hereof.

(vi) Investment earnings on amounts in the Post-Termination Work Account shall be retained therein and applied in accordance with Section 2.03(g).

(vii) Investment earnings on amounts in the TxDOT Revenue Payment Account described in Section 2.03(h) shall be for the benefit of Developer and may not be withdrawn until annual payment of the TxDOT Revenue Payment Amount as provided in Part A, Section 3.1 of Exhibit 7 of the Facility Agreement.

(g) To the extent relevant to any Facility Trust Account other than the TxDOT Accounts, Developer shall be entitled to direct the Trustee with respect to the voting of any financial assets credited to such Facility Trust Accounts, unless during a Facility Debt Default Period in which case the Collateral Agent shall be entitled to direct the Trustee with respect to the voting of any financial assets credited to such Facility Trust Accounts. To the extent relevant to any financial assets credited to the TxDOT Accounts, TxDOT shall be entitled to direct the Trustee with respect to the voting of any financial assets credited to such Facility Trust Accounts.

Section 8.07 Article and Section Headings, Gender and References.

The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Facility Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 8.08 Partial Invalidity.

If any one or more of the agreements, conditions, covenants or terms contained herein required to be observed or performed by or on the part of TxDOT, Developer, NTTA or the Trustee shall be contrary to law, then such agreement or agreements, such condition or conditions such covenant or covenants or such term or terms shall be null and void and shall be deemed separable from the remaining agreements, conditions, covenants and terms hereof.

Section 8.09 Texas Law.

This Facility Trust Agreement shall be construed and governed in accordance with the laws of the State of Texas.

Section 8.10 Effective Date.

This Facility Trust Agreement shall become effective upon its execution and delivery.

Section 8.11 Execution in Counterparts.

This Facility Trust Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Facility Trust Agreement by their officers thereunto duly authorized as of the day and year first written above.

BOKF, NA dba BANK OF TEXAS, as Trustee

By: _____
Name: _____
Title: _____

NTE MOBILITY PARTNERS SEGMENTS 3 LLC, as Developer

By: _____
Name: Nicolas Rubio
Title: Authorized Representative

By: _____
Name: Sven Kottwitz
Title: Authorized Representative

JOINDER AGREEMENT

This JOINDER AGREEMENT (this "Joinder Agreement") is made and entered into effective as of the date and year first above written by the Texas Department of Transportation, a public agency of the State of Texas ("TXDOT"), for the benefit of Developer, the Trustee and the Collateral Agent. Capitalized terms not otherwise defined in this Joinder Agreement shall have the same meaning assigned to such terms in the Facility Trust Agreement to which this Joinder Agreement is attached.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TxDOT agrees as follows:

1. Consent. TxDOT herby consents to the terms of the Facility Trust Agreement and agrees that the same is a Facility Trust and Security Instrument under the Facility Agreement.

2. TxDOT Covenants. TxDOT herby covenants and agrees as follows:

   (a) TxDOT will comply with the terms of the Facility Trust Agreement and perform the obligations of TxDOT specified in the Facility Trust Agreement; ;

   (b) Upon the occurrence of the Termination Date pursuant to the Facility Agreement and not before, TxDOT will deliver a Certificate of TxDOT to Developer and the Trustee specifying the date that is the Termination Date pursuant to the terms of the Facility Agreement;

   (c) TxDOT shall have no greater right or interest in and to the Facility Trust Fund than is provided in the Facility Agreement and the Facility Trust Agreement; and

   d) TxDOT shall deliver to Developer and the Collateral Agent a copy of all notices, certificates and instructions delivered by or on behalf of TxDOT to the Trustee as and when delivered to the Trustee.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Name: Phil Wilson, P.E.
Title: Executive Director

EXHIBIT 31

PAYMENT AND PERFORMANCE BOND PROVISIONS FOR THE AGREEMENT

The provisions of this Exhibit 31 shall apply if Developer elects under Section 16.2 of the Agreement to provide payment and performance bonds rather than a P & P LOC.

Developer shall obtain a payment bond and a separate performance bond (the "Payment and Performance Bonds") for the Secured Work, (a) from the Design-Build Contractor each in the amount of $250,000,000 and (b) from any other prime Contractor performing Secured Work, including Upgrades, new improvements and major reconstruction or rehabilitation, each in an amount equal to the lesser of $250,000,000 or 100% of the amount of the construction cost. Developer shall provide the Payment and Performance Bonds in a form reasonably satisfactory to TxDOT. The performance bond shall assure performance of all obligations of the Design-Build Contractor or other prime Contractor under its Contract. The Payment and Performance Bonds shall be provided by a Surety rated in the top two categories by two nationally recognized rating agencies or at least A minus (A-) or better and Class VIII or better by A.M. Best and Company. TxDOT shall be named as a dual obligee under such Payment and Performance Bonds. Prior to NTP2 and before Developer commences or permits or suffers commencement of any Design Work or Construction Work respecting the original Secured Work. Developer shall obtain such Payment and Performance Bonds from the Design-Build Contractor and any other Contractor performing original Secured Work and deliver a certified copy thereof, with the dual obligee rider, to TxDOT. Developer shall not commence or permit or suffer commencement of any subsequent Secured Work until Developer obtains such Payment and Performance Bonds from each prime Contractor performing the subsequent Secured Work and delivers a certified copy thereof, with the dual obligee rider, to TxDOT.

In the event Developer obtains a Payment or Performance Bond from any O&M Contractor, Developer shall cause TxDOT to be named at issuance of such Payment or Performance Bond as a dual obligee thereunder, and shall deliver a certified copy thereof, with the dual obligee rider, to TxDOT within ten days after issuance.

TxDOT shall forebear from exercising remedies as a dual obligee under any of the Payment and Performance Bonds so long as (a) Developer or the Collateral Agent commences the good faith, diligent exercise of remedies thereunder within 30 days after TxDOT delivers written notice to Developer and the Collateral Agent of its intent to make a claim thereunder, and (b) thereafter continues such good faith, diligent exercise of remedies until the default is cured.

The Payment and Performance Bonds (including riders) shall provide for the following:

a) Where the Surety receives a written demand from TxDOT on such Payment or Performance Bond, but fails to receive a written demand from either the primary obligee or the Collateral Agent within five days thereafter, any payment made by the Surety pursuant thereto shall be made solely to TxDOT and shall not be made by joint check;

b) The Surety may make payment by check issued jointly to TxDOT and Developer, where Developer is the primary obligee, unless the Surety receives a written demand from the Collateral Agent demanding payment to the Collateral Agent, in which case such payment may be made by the Surety only by issuing a joint check to TxDOT and the Collateral Agent; and

c) The Surety shall not make any payment by a check issued jointly to Developer and the Collateral Agent.

d) TxDOT's rights as a joint payee under any of the Payment and Performance Bonds are for the purpose of directing the payments to an account established by the other joint payee for the exclusive purposes of funding completion of the Work and satisfaction of all other payment and performance obligations of the obligor under the bonds. TxDOT disclaims all interest in payments under the Payment and Performance Bonds after satisfaction of the payment and performance obligations secured by such Payment and Performance Bonds.

e) Whenever Developer is performing subsequent Secured Work, Developer shall deliver to TxDOT, within 20 days after the end of each calendar month until final acceptance of the Construction Work related to such subsequent Secured Work, written certificates regarding payment and affidavits of wages paid equivalent to those described in paragraphs 9, 11(a) and 11(c) of the form of certificate in Attachment 2 to Exhibit 7.