

**Facility Implementation Plan**  
**Preparation Agreement**  
**Dallas – Fort Worth Outer Loop Facility**

This Facility Implementation Plan Preparation Agreement (this "**Agreement**") is entered into and effective as of November 30, 2007 ("**Effective Date**") by and between the Texas Department of Transportation, a public agency of the State of Texas ("**TxDOT**"), and Cintra Zachry, LP, a Texas limited partnership (the "**Developer**"). TxDOT and the Developer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Capitalized terms used but not defined herein have the meanings given to them in the Comprehensive Development Agreement dated March 11, 2005 by and between TxDOT and Developer (as amended through the Effective Date, the "**CDA**"). The terms of the CDA are specifically incorporated into and govern this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Developer agrees at its own risk and expense to prepare and submit to TxDOT, on behalf of one or more Affiliates of the Developer to be formed by Developer's Affiliates and approved by TxDOT (each, a "Concessionaire"), a Facility Implementation Plan ("FIP") and Facility Financial Plan ("FFP") that satisfy the requirements of Section 7.6 of the CDA. The FIP and FFP shall provide for development of the Dallas - Fort Worth Outer Loop Facility depicted in Attachment A to this Agreement (the "Facility") pursuant to one or more Facility Agreements to be negotiated and entered into between TxDOT and a Concessionaire (each a "Segment Facility Agreement"). The Facility (i) is within the Corridor Study Area and will serve a financing or connectivity purpose for the Corridor as contemplated in Section 4.1.2 of the CDA, and (ii) is associated with the Loop 9 project as described in Section 223.210(d) of the Texas Transportation Code.

2. The Developer's Ready for Development request dated August 24, 2006, identified the initial project concept for the Facility consisting of four segments (referred to herein as the "Segments"). Each Segment will represent a phased construction element for the Facility. Each Segment is identified in the map attached hereto as Attachment A, which is conceptual in nature and does not necessarily reflect the actual alignment of the Facility or the Segments.

3. The Segments are on the Potential Self Performance Facility List as approved in Chapter 9, Edition 1 of the Master Development Plan, dated September 22, 2006. As more specifically set forth in Exhibits A and C, Developer shall initially update information related to this Facility by providing to TxDOT all data, analysis, plans, and

information required in Exhibit A of this Agreement (the "Update Work"), in accordance with the scope and budget set forth therein, and the schedule set forth in Exhibit C of this Agreement.

4. TxDOT's review of all Developer's deliverables required by this Agreement shall be in accordance with Section 9 of the CDA and is shown in the schedule contained within Exhibit C. In addition, TxDOT and the Developer have agreed to exchange and review draft versions of individual documents before the Developer provides TxDOT with a formal Milestone submittal. This informal exchange and review of documents is not indicated on the schedule in Exhibit C.

5. In accordance with Section 13.1.2 of the CDA, concurrent with preparation and submission of the FIP, the Developer shall also prepare and submit for TxDOT's review and approval a DBE/HUB Performance Plan with respect to the Facility Development Work. A goal of 11.10% DBE participation in the Facility Development Work is hereby established.

6. The scope and budget for delivery of the FIP and Facility Financial Plan for the Facility along with an outline of each of these deliverables is contained in Exhibit B. The schedule for completion of this work shall be in accordance with the schedule as set forth in Exhibit C. The Developer shall provide TxDOT with 5 paper copies of the FIP and Facility Financial Plan in binders, and an electronic version of the submittal in both PDF and native format delivered on CD-ROM or other suitable media. The work performed under this Agreement does not include the preparation of any market valuations, as such term is used in Section 228.0111 of the Texas Transportation Code. Any and all work performed by or on behalf of Developer, Concessionaire or any of their Affiliates pursuant to any Contract Document or this Agreement will not be designated as or used as a market valuation for any Facility under Section 228.0111 of the Texas Transportation Code.

7. The Parties intend that the delivery of each Segment within the Facility will be self-performed by the Developer or its Affiliates. The FIP shall establish and define procedures in which a substantial portion (and possibly all) of the design and construction of each Segment within the Facility will be delivered through competitively procured open bid contracts, pursuant to procurement procedures approved in advance by TxDOT.

8. The Facility may be developed in increments of separate Segments, requiring a separate Segment Facility Agreement and financial closing for each Segment. The FIP will contain a comprehensive schedule for the development of all Segments of the Facility. The level of detail in the schedule will be commensurate with the timing of development for each of the Segments, and the schedule for the first Segment will set forth the activities and tasks necessary to achieve the Close of Finance for that Segment. The process for supplementing the schedule with respect to the other Segments will be contained in the FIP.

9. Failure to agree on the terms of the FIP or Segment Facility Agreement(s) despite diligent, good faith negotiations, shall not constitute a default under the CDA, but shall entitle TxDOT to remove the Facility, or applicable

Segments(s) of the Facility, from the Potential Self Performance List and from the scope of this Agreement and the CDA.

10. The FIP will provide the terms and conditions of any compensation to Developer in the event the Parties do not enter into a Segment Facility Agreement for the first Segment. Such compensation will include reimbursement of the amount agreed by the Parties to represent the reasonable costs and expenses incurred by Developer for the work performed under this Agreement prior to approval of the FIP. If the FIP has not been approved and a Facility NTP2 has not been issued for the first Segment within one year after the date of execution of this Agreement, or such later date as agreed by the Parties, Developer may terminate this Agreement. In the event of such termination, TxDOT shall reimburse Developer for the reasonable costs and expenses incurred by Developer for all work performed under this Agreement prior to the date of termination, provided such work has been performed in accordance with the schedule shown in Exhibit C and does not exceed the budgeted amounts set forth in Exhibits A and B-1 attached hereto, as applicable.

11. Nothing herein is intended or shall be construed in any manner to waive, limit or confine: (i) TxDOT's approval and disapproval rights over any of the plans and documents contemplated under the CDA, (ii) the full discretion that TxDOT will exercise, as set forth in Section 4.2.1 of the CDA, in conducting environmental review and preparing environmental documents for the Corridor, the Facility and any other potential Facilities, (iii) TxDOT's discretion in evaluating the Developer's draft FIP for purposes of determining whether to proceed with negotiation of the Segment Facility Agreement(s); or (iv) any other rights, terms and conditions contained in the CDA that are not inconsistent with this Agreement.

12. TxDOT shall take action on the proposed FIP submitted by the Developer as prescribed in Section 8.1 of the CDA.

13. If Developer fails to perform its obligations under this Agreement, including failure to meet any of the milestones in Exhibit C, as the same may be extended, and does not remedy such failure, following notice and a thirty (30) day cure period, TxDOT may, as its sole and exclusive remedy, terminate this Agreement by written notice to Developer. In the event of such termination, TxDOT shall have the right to remove the Facility or applicable Segment(s) of the Facility from the CDA by delivering notice thereof to Developer, in which case the provisions of Section 7.2.4 of the CDA shall apply.

14. TxDOT covenants not to sue for or otherwise seek recovery of damages against the Developer in excess of \$500,000 concerning the preparation of the FIP for the Facility, and subject to the exceptions contained in Sections 21.6.1.2 and 21.6.2 of the CDA. The approved FIP shall set forth any applicable limitations on Developer's liability for Facility Development Work that relates to the Facility and is performed after the approval of the FIP.

15. The approved FIP will set forth the requirements for any security (in addition to any security provided pursuant to Section 15 of the CDA) to be provided by Developer or its Affiliate for performance of its obligations for the Facility Development Work.

16. TxDOT is subject to the provisions of the Public Information Act, and the Developer shall mark "Confidential" material as appropriate in accordance with Section 23.4 of the CDA.

17. The Developer, as a condition to submitting the FIP, will have performed the Update Work as described in paragraph 3 of this Agreement and will have received the Deliverable(s) returned from TxDOT marked "NO EXCEPTIONS TAKEN" in accordance with Section 9 of the CDA .

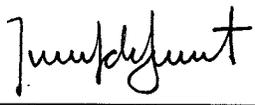
18. By executing this agreement, TxDOT hereby issues NTP1 authorizing Developer to undertake the Update Work and prepare the draft FIP for the Facility.

19. This Agreement 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 hereto, intending to be legally bound, have executed this Agreement as of the Effective Date.

**Developer:**

**CINTRA ZACHRY, LP**, acting by  
and through its sole general partner,  
CZ GP, LLC

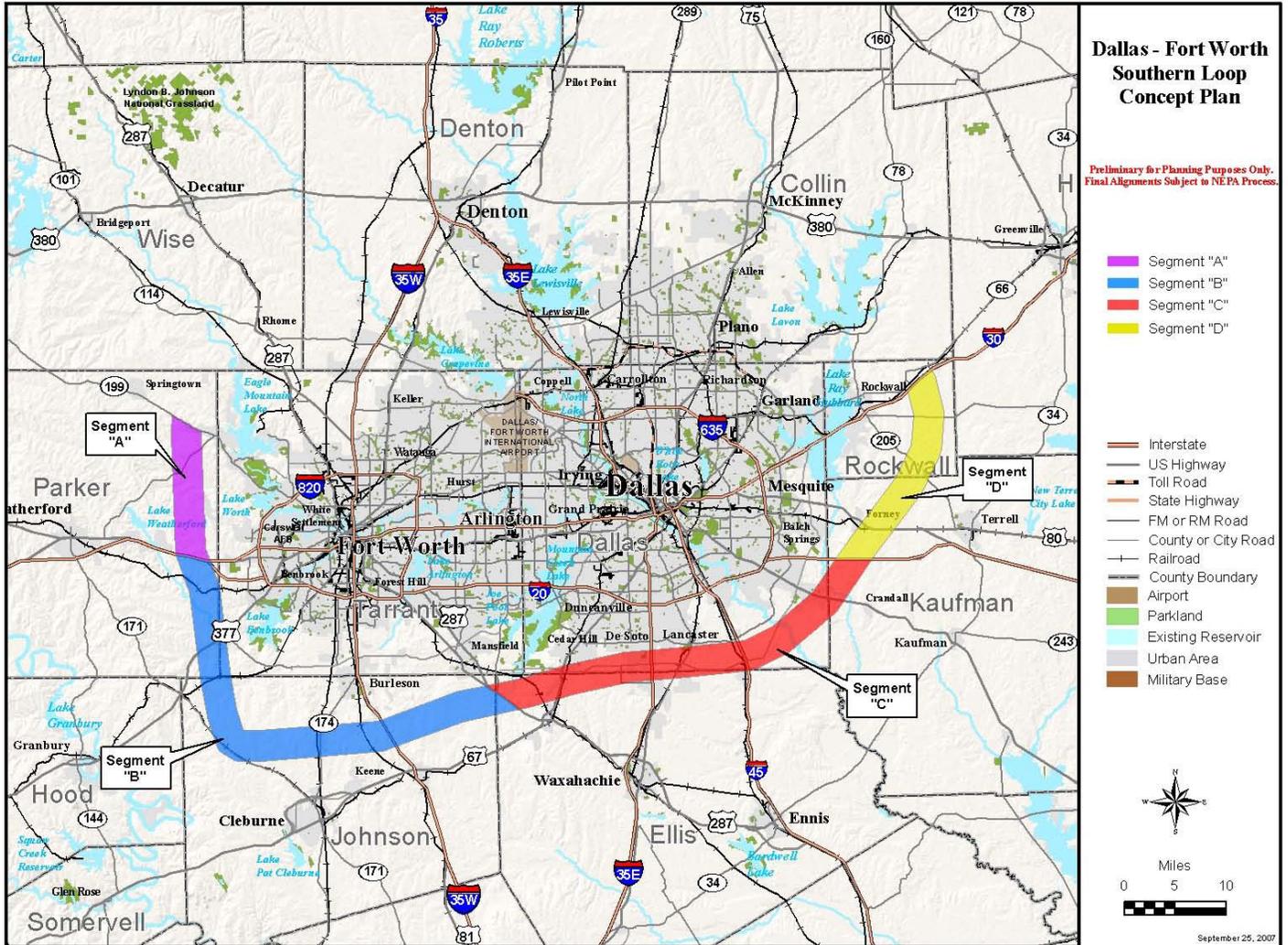
By:   
\_\_\_\_\_  
Jose Maria Lopez de Fuentes  
President

**TxDOT:**

**TEXAS DEPARTMENT OF  
TRANSPORTATION**

By:   
\_\_\_\_\_  
Amadeo Saenz, Jr., P.E.  
Executive Director

# ATTACHMENT A



**EXHIBIT A**

**Exhibit A-1:**

**Update Work Scope**

Exhibit D - Master Development Plan Requirements - Outer Loop				
CDA Item	Requirement	Update	TxDOT	CZ
A	Identify key parameters and assumptions utilized by Developer in preparing the Master Development Plan	N		
B	Address the anticipated effects, impact and implications to the parameters and assumptions identified in Item A above in carrying out the Master Development Plan;	N		
C	Identify the level and scope of the Developer's participation with TxDOT in coordination with MPOs, FEMA, US DOT and all public and private entities	N		
D	Identify a list of Facilities and describe the characteristics of each identified Facility for each transportation mode and utility type during the term of the CDA;	Y	X	
E	Identify requirements and general/potential locations for rest stops, service centers and other auxiliary requirements during the term of the CDA	Y		X
F	For each rail Facility, identify rail interchanges, rail stations, transfer stations, power stations and substations, major rail yards, storage facilities,	N		
G	For each utility Facility, identify major transmission and distribution extension and rehabilitation work as well as other auxiliary requirements during the term of the CDA	N		
H	For all roadway and rail Facilities, for the entire Project, provide preliminary traffic and revenue forecasts. These traffic and revenue forecasts	Y		X
I	For each Facility, prepare conceptual Facility design during the term of the CDA.	N		
J	For each Facility, identify connectivity/interconnections by mode among the Facilities and with existing and planned transportation infrastructure in the Project area over the term of the CDA;	Y	X	X
K	Identify and suggest strategies for allocating, managing, and mitigating Project and Facility risks over the term of the CDA. Include a detailed risk matrix for the Project, that shall at a minimum:	N		
	i. Identify macro/Project-level risks (other than those listed in the Risk Events Matrix)			
	ii. Quantify the consequences of risks;			
	iii. Estimate the probability/likelihood of risks;			
	iv. Include a risk sensitivity analysis;			
	v. Include a proposed or desired allocation of macro/Project-level risks (other than those listed in the Risk Events Matrix) among TxDOT, Developer and third parties (including third party financing sources);			
L	vi. Suggest risk-mitigation strategies to mitigate or reduce specific risks			
	For each Facility provide preliminary estimates of probable Facility costs and, consistent with applicable provisions of the CDA, the sources of payment or financing for the related costs from the planning stages to completion of the following items	Y	X	X
	i. Pre-development and Facility feasibility (all anticipated costs to be incurred prior to executing a Facility Agreement), such as:			
	ii. Administration and overhead;			
	iii. Contract administration, including oversight consultants;			
	iv. Design and engineering;			
	v. Right-of-way (survey, appraisal, acquisition services and acquisition costs);			
	vi. Construction, including (a) civil infrastructure and fixed facilities, and (b) operating systems, technology and software;			
	vii. Operations;			
	viii. Maintenance detail for:			
	ix. Expansion of capacity and other new capital improvements;			
M	x. Major systems and equipment supply;			
	xi. Financing and related costs;			
N	For each Facility, identify planned TxDOT and other public and private entity projects that will potentially impact the Facility	Y	X	X
	i. Describe how these other projects will be accommodated and incorporated with the Facility during their respective development phases and after their completion			
O	Identify Project right-of-way needs	N		
	i. Describe approach to right-of-way acquisition, including appraisal, offer, negotiation, eminent domain, relocation assistance, etc., and coordination with TxDOT and all other relevant entities;			
	ii. Identify corridor preservation techniques;			
	iii. Identify any innovative financing arrangements, including commercial development, concessions, and purchase and lease-back agreements; and			
P	iv. Identify major easements such as drainage, utility, and access			
	Provide phasing, sequencing, and prioritization of Facilities as near-term Facilities, mid-term Facilities and long-term Facilities. Provide a schedule of development for each near-term Facility.	N		
Q	If build out is to be phased, describe the phasing parameters. Minimum schedule detail shall include	Y		X
	i. Submission of Facility Implementation Plan request;			
	ii. Execution of FIP Preparation Agreement;			
	iii. Submission of Facility Implementation Plan;			
	iv. Execution of Facility Agreements;			
	v. Close of Finance, plan of finance, and completion of funding;			
	vi. NTP for design and construction;			
	vii. Substantial Completion;			
R	viii. Commencement of operations and maintenance phases			
	For each near-term Facility, identify the plan for obtaining any outstanding Governmental Approvals;	N		
S	For each near-term Facility, identify a plan for complying with the mitigation and environmental requirements of Governmental Approvals	N		
	For each near-term Facility, refine previously conducted traffic and revenue or ridership and revenue forecasts. Minimum additional detail must include	Y		X
	i. Coordinate all travel demand modeling, forecasts and assumptions with ongoing TxDOT forecasting and modeling efforts			
	ii. Detailed travel demand forecast conducted at Project level, showing the ramp-up of traffic or ridership flows from the first day of service;			
	iii. Definition of value pricing methods by time of day, weight, occupancy, and other criteria;			
	iv. Assumed fee and user charges by mode(s) and Facility(s) used in the calculation of forecasted revenue generation streams;			
	v. Identification of Facility minimum level of service and capacity thresholds for each mode, and a forecast of incremental improvements that may be needed to maintain these identified minimum levels of service;			
	vi. Detailed toll or fare collection plan for each near-term Facility for each mode included in the proposed Facility;			
	vii. Analysis of estimation and/or assumptions of value of time and willingness of expected users to pay for each near-term Facility;			
	viii. Analysis of the potential impacts of the proposed Facility(s) on other existing or planned highways/turnpikes/rail/other routes in the corridor;			
T	ix. Detailed forecast stream of revenue in annual increments by Facility(s) by mode and as an aggregate for the Project;			
	x. Update revenue forecasts for Project based on the refined forecasts for each near-term Facility and corresponding updates to the MDP and MFP			
	For each near term Facility and mode, identify revenue generation, collection technology, and plans, including but not limited to	Y	X	X
U	i. Revenue collection strategy and structures;			
	ii. Administration, management, and processing procedures;			
	iii. Interoperability with existing and future Facilities and other existing and planned transportation infrastructure in the State			
	Include preliminary design (diagrammatics) for each near-term Facility. Minimum detail shall include			
	i. Identification of innovative techniques or technologies, including assumptions;			
	ii. Preliminary drawings necessary to estimate cost (scale shall be 1" = 1/2 mile);			
	iii. Preliminary horizontal and vertical geometrics;			
	iv. Preliminary right-of-way requirements;			
V	v. Access management plans;			
	vi. Typical section drawings (including section thickness) (11" x 17" format);			
	vii. Preliminary hydrologic/hydraulic studies necessary to support diagrammatic development;			
	viii. Location of major structures including bridges and interchanges;			
W	For each near-term Facility, identify requirements and general/potential location for intermodal transfer capability and interactions,	Y		X
	i. Auto/Truck;			
	ii. High speed intercity passenger rail;			
	iii. Freight rail;			
X	iv. Utilities			
	For each near term Facility, include a conceptual operation and maintenance management plan that, at a minimum, addresses	N		
	i. Life-cycle maintenance costs;			
	ii. Major maintenance requirements;			
	iii. Hand-back standards and procedures;			
Y	iv. Operations and maintenance reserve requirements;			
	v. Operational and maintenance-related environmental requirements set forth in Governmental Approvals			
	For each near-term Facility, identify and suggest strategies for allocating, managing, and mitigating Facility-specific risks (including potential risks to the overall Project). Include a detailed risk matrix for each Facility, which shall, at a minimum	Y		X
	i. Identify Facility-specific risks (other than those listed in the Risk Events Matrix)			
	ii. Quantify the consequences of risks;			
	iii. Estimate the probability/likelihood of risks;			
Z	iv. Include a risk sensitivity analysis;			
	v. Include a proposed or desired allocation of risk as among TxDOT, Developer and third parties;			
	vi. Suggest risk-mitigation strategies to eliminate, mitigate, or reduce specific risks			
	For each near-term Facility and mode, identify the major system and equipment supply needs	N		
	i. Where the major system or supply includes a unique or limited availability/single source technology (i.e., Maglev), include safeguards and protections that will be implemented to ensure reasonable pricing and availability;			
	ii. Include issues relating to equipment and materials procurement and supply chain partnering methods that would be utilized during construction, operations and maintenance of a Facility			
AA	For each near-term Facility, identify the major anticipated third party agreements and arrangements (including the relevant parties and types of arrangements and agreements) and provide a schedule and sequencing of such agreements and arrangements, addressing at	Y	X	X
	i. Freight railroads;			
	ii. Utility providers;			
	iii. Municipal and regional authorities, and state entities and agencies;			
	iv. Customers;			
	v. Commercial franchises;			
AA	vi. Land owners and developers			
AA	Provide a detailed work plan for updating the Master Development Plan, including, at a minimum	N		

Exhibit E - Master Financial Plan Requirements - Outer Loop				
CDA Item	Requirement	Update	TxDOT	CZ
A	<b>For the Project, provide a conceptual plan of finance which includes, at a minimum</b>	N		
	i. On an annualized basis, the finance sources and the level of contribution, value, or in-kind support, equity, public and/or private financing or other funding from public and private sources,			
	ii. The mix or portion of debt proceeds, equity proceeds, and grant proceeds to be used for funding from public sources, and/or private sources,			
	iii. An estimate of the level of revenue generation from ancillary facilities, from operations, and from other sources. Other sources may include entrepreneurial activities, such as naming and advertising rights, joint and associated real estate development, purchase and lease-back arrangements, etc.,			
	iv. Assumptions used in developing the conceptual plan of finance, including any assumptions relating to the merger, combination, and/or conversion of existing or future facilities to toll or alternative risks			
B	<b>For each near-term Facility, include a comprehensive, integrated financial model and pro-forma analysis that includes, as a minimum, the following elements</b>	Y		X
	i. All material financial assumptions used in developing the model and analysis			
	ii. Near- and long-term assumptions with respect to the growth rate of revenues and costs			
	iii. Debt structure, including senior and subordinate debt at all tiers, and types of debt instruments (such as level payment bonds, capital appreciation bonds, zero coupon bonds, etc.),			
	iv. Sources and uses of funds tables,			
	v. Cash flow analysis on an annual basis,			
	vi. Balance sheet,			
	vii. Income statement,			
	viii. Initial capital requirements,			
	ix. Capitalized interest and reserve requirements,			
	x. Operations and maintenance requirements, including reserve requirements,			
	xi. Additional funding requirements for toll or fare stabilization fund, if any,			
	xii. Reserve requirements for capital expansion, rehabilitation and replacement during the project life of the Facility,			
	xiii. Revenue sharing and reinvestment assumptions,			
	xiv. Pledge and collateral requirements,			
	xv. Issuing and closing fees and costs, including underwriting fees, bonds insurance, legal, and other consultant fees,			
	xvi. On an annualized basis, identify finance sources and the level of contribution, value, or in-kind support, equity, public and/or private financing, or other funding from public and private sources, and			
	xvii. A projection of the mix or portion of debt proceeds, equity proceeds, and grant proceeds to be used for funding			
	xviii. Arrangements for financing capital cost overruns to complete Facility, including issuance of additional debt, completion bonds and extraordinary completion bonds,			
xix. A detailed risk matrix associated with implementing the model and analysis, which shall, at a minimum				
C	<b>Include a description of accounting, cost, and cash management procedures, controls and systems</b>	N		
D	<b>For each near-term Facility, identify the schedule and sequencing of the necessary steps to Close of Finance, addressing at a minimum</b>	Y		X
	i. Completion of traffic and revenue studies,			
	ii. Completion of cost estimates,			
	iii. Procurement of bond insurance,			
	iv. Retention of financial analysts, including underwriters, investment bankers, bond counsel, and other relevant experts,			
	v. Completion of the underwriting and issuing process,			
	vi. Obtaining major U.S. rating agency letters and ratings,			
	vii. Obtaining public grants/loans/guarantees (i.e., TIFIA),			
	viii. Obtaining public finance from local, state and federal agencies,			
	ix. Securing TxDOT financial commitment, and			
x. Advertising, marketing, and selling any bonds				
E	<b>Include a detailed work plan to be used in keeping the Master Financial Plan consistent with the Master Development Plan and modified to reflect changes, updates, and iterations to the other. At a minimum, the work plan shall include the following</b>	N		
	as set forth in the CDA or in the Risk Events Matrix, including material changes in the Master Development Plan, changes in interest rate climate, inflation rates, tax regulation, state or federal laws, climate for private investment, etc., and			
	ii. Identify the anticipated compensation and methodology and process for the how the Developer will be compensated for updating the Master Financial Plan			
F	<b>Provide all other elements described in the CDA</b>	N		

**Exhibit A-2:**

**Update Work Budget**

<b>TASK</b>	<b>PRICE (USD)</b>
1- Exhibit D / Tasks E,H,J,L,M	35,085
2- Exhibit D / Tasks P,S,V,X,Z	55,415
3- Exhibit E / Tasks B,D	100,000
4- Project Management Fee	18,000
<b>TOTAL</b>	<b>208,500</b>

**EXHIBIT B**

**Exhibit B-1:**

**FIP and FFP Scope/Budget**

<b>TASK</b>	<b>PRICE (USD)</b>	<b>COMMENTS</b>
1- Scope of work	15,000	
2- Procurement of Facility Agreements	15,000	Assumes the preparation of detailed design and construction procurement rules and contract(s) will be addressed in the Facility Development Work, consistent with the procedures established in the FIP.
3- Facility Development Schedule	3,000	Will be developed on the basis of the schedule produced for the MDP Update
4- Facility Development work	3,000	
5- Facility Financial Plan	3,000	Will be obtained from the MDP Update work
6- Developer Role in NEPA Process	3,000	Assumes Developer will have little or no role in the NEPA Process.
7- Developer Role in Public Information Program	3,000	Assumes Developer will have little or no role in public information during Facility Development phase.
8- TxDOT Responsibilities	20,000	
9- Subcontracting Plan	3,000	
10-Collocation	3,000	
11-Legal matters pertaining to Facility Development Work	20,000	
<b>TOTAL</b>	<b>91,000</b>	

## **Exhibit B-2:**

### **General Outline of Content of Facility Implementation Plan**

1. Scope of work. Description of activities and documentation necessary to achieve close of finance
  - a. Preliminary Engineering and Design Work
  - b. Recommended Due Diligence
  - c. Right of Way Acquisition Plan
  - d. Cost Estimation Work: Right of Way, Construction, Operation and Maintenance
  - e. Traffic and Revenue Studies
  - f. Tolling Scheme
  - g. Operation and Maintenance Strategy
  - h. Financing Strategy and Funding Commitment
  - i. Governmental Approvals. Mitigation Measures and Conditions
  - j. Third Party Agreements
  - k. Independent Engineer Reports
  - l. Other Advisable Activities for Close of Finance
2. Procurement of Facility Agreements
  - a. Organizational and Contracting Structure
  - b. Procurement Methodology and Process
  - c. Subcontractors
  - d. Insurance, Risk Management and Surety Bonds
3. Facility Development Schedule
  - a. Project Phasing

4. Facility Development Work
  - a. Budget and Developer Compensation
  - b. Limitation on Developer's Liability
5. Budget and Developer Compensation
6. Facility Financial Plan
7. Developer Role in NEPA Process
8. Developer Role in Public Information Program
9. TxDOT Responsibilities
10. Subcontracting Plan
11. Collocation
12. Legal matters pertaining to Facility Development Work
  - a. Recommended Changes in Law
  - b. TxDOT and Developer Remedies

## **Exhibit B-3:**

### **General Outline of Content of Facility Financial Plan**

A comprehensive, integrated financial model and pro-forma analysis that includes, as a minimum, the following elements:

- i. All material financial assumptions used in developing the model and analysis, including, at a minimum:
  - (a) Inflation rate,
  - (b) Discount rate to be used for NPV, IRR and similar computations, and
  - (c) 2007 as the initial base year,
- ii. Near- and long-term assumptions with respect to the growth rate of revenues and costs, including:
  - (a) Revenues generated from the merger, combination, and/or conversion of existing or future facilities to toll or alternative public/private ownership,
  - (b) Revenue generation from ancillary facilities, operations and each entrepreneurial activity, and
  - (c) Capital, operational, and maintenance costs,
- iii. Debt structure, including senior and subordinate debt at all tiers, and types of debt instruments (such as level payment bonds, capital appreciation bonds, zero coupon bonds, etc.),
- iv. Sources and uses of funds tables,
- v. Cash flow analysis on an annual basis,
- vi. Balance sheet,
- vii. Income statement,
- viii. Initial capital requirements,
- ix. Capitalized interest and reserve requirements,
- x. Operations and maintenance requirements, including reserve requirements,

- xi. Additional funding requirements for toll or fare stabilization fund, if any,
- xii. Reserve requirements for capital expansion, rehabilitation and replacement during the project life of the Facility,
- xiii. Revenue sharing and reinvestment assumptions,
- xiv. Pledge and collateral requirements,
- xv. Issuing and closing fees and costs, including underwriting fees, bonds insurance, legal, and other consultant fees,
- xvi. On an annualized basis, identify finance sources and the level of contribution, value, or in-kind support, equity, public and/or private financing, or other funding from public and private sources, and
- xvii. A projection of the mix or portion of debt proceeds, equity proceeds, and grant proceeds to be used for funding:
  - (a) From public sources,
  - (b) From private sources,
  - (c) From revenues generated from the merger, combination, and/or conversion of existing or future facilities to toll or alternative public/private ownership, and
  - (d) From revenue generated from commercial development and other ancillary facilities,
- xviii. Arrangements for financing capital cost overruns to complete Facility, including issuance of additional debt, completion bonds and extraordinary completion bonds,
- xix. A detailed risk matrix associated with implementing the model and analysis, which shall, at a minimum:
  - (a) Quantify the consequences of risks,
  - (b) Estimate the probability/likelihood of risk,
  - (c) Include a risk sensitivity analysis,
  - (d) Include a proposed or desired allocation of risk among TxDOT, Developer, and third parties, and
  - (e) Suggest risk-mitigation strategies to eliminate, mitigate, or reduce specific risks.

**EXHIBIT C**

**Update Work and FIP/FFP Schedule**

