

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:

$$\begin{array}{rcl}
 \$ \underline{\hspace{2cm}} & & \text{Sum of Schedule of Values of} \\
 \text{[Public Funds} & \times & \text{100\% Completed Payment} \\
 \text{Amount]} \div & & \text{Activities} \\
 \$ \underline{\hspace{2cm}} & & \text{Total Funds} \\
 \text{[total cost of Design} & & \text{Previously} \\
 \text{Work and} & & \text{Paid by TxDOT} \\
 \text{Construction Work]} & &
 \end{array}$$

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%

- $$\text{Applicable Percentage Increase} = \frac{NPV(A)_{2030} - NPV(B)_{2030}}{NPV(A)_{2030} - NPV(C)_{2030}} \times \text{Factor X}$$

$$= \frac{100 - 50}{100 - 50} \times 33.5\% = \frac{50}{50} \times 33.5\% = 1 \times 33.5\% = 33.5\%$$

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

- A. 100
- B. 80
- C. 50

In year 2040

- A. 60
- B. 50
- C. 35

In year 2050

- A. 15
- B. 5
- C. 5

2. Calculation of the GP Capacity Improvement Factor for Year 2030:

- Factor X = 33.5%

- $$\text{Applicable Percentage Increase} = \frac{NPV (A)_{2030} - NPV (B)_{2030}}{NPV (A)_{2030} - NPV(C)_{2030}} \times \text{Factor X}$$

$$= \frac{100 - 80}{100 - 50} \times 33.5\% = \frac{20}{50} \times 33.5\% = 0.4 \times 33.5\% = 13.4\%$$

3. Calculation of the GP Capacity Improvement Factor for Year 2040:

- $$\text{Factor X} = \frac{\text{Immediately preceding Factor X} - \text{Immediately preceding Applicable Percentage Increase}}{\frac{NPV (B)_{2030}}{NPV (A)_{2030}}}$$

$$= \frac{33.5\% - 13.4\%}{\frac{80}{100}} = \frac{20.1\%}{0.8} = 25.125\%$$

- $$\text{Applicable Percentage Increase} = \frac{NPV (A)_{2040} - NPV (B)_{2040}}{NPV (A)_{2040} - NPV(C)_{2040}} \times \text{Factor X}$$

$$= \frac{60 - 50}{60 - 35} \times 25.125\% = \frac{10}{25} \times 25.125\% = 0.4 \times 25.125\% = 10.05\%$$

4. Calculation of the GP Capacity Improvement Factor for Year 2050:

- $$\text{Factor X} = \frac{\text{Immediately preceding Factor X} - \text{Immediately preceding Applicable Percentage Increase}}{\frac{NPV (B)_{2040}}{NPV (A)_{2040}}}$$

$$= \frac{25.125\% - 10.05\%}{\frac{50}{60}} = \frac{15.075\%}{0.833} = 18.09\%$$

- $$\text{Applicable Percentage Increase} = \frac{NPV (A)_{2050} - NPV (B)_{2050}}{NPV (A)_{2050} - NPV(C)_{2050}} \times \text{Factor X}$$

$$= \frac{15 - 5}{15 - 5} \times 18.09\% = \frac{10}{10} \times 18.09\% = 1 \times 18.09\% = 18.09\%$$