

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 95.5 percent and 4.5 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 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 under clause (b), (c), (d) or (e) of the definition of 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 95.42 percent and 4.58 percent, respectively.

Part C Payment of Public Funds Amount

1. Public Funds Amount

The Public Funds Amount 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 to Developer, as reimbursement pursuant to Section 2.2.2 of the Agreement, in accordance with this Part C.

2. Schedule of Values

2.1 Within ninety days after NTP1, and concurrent with the Facility Baseline Schedule, 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 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 Event 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 The Payment Request shall segregate the Completed Payment Activities for the Segments 3A and 3B Facility Segments from the Completed Payment Activities for the Segment 3C Facility Segment. 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 The Public Funds Amount shall be available only for Payment Activities related to the Segments 3A and 3B Facility Segments. Accordingly, subject to Section 5.4 of this Part C, the “Payment Request Amount” will be determined as follows:

$$\begin{array}{rcl}
 \$ \underline{\hspace{2cm}} & & \text{Sum of Schedule of Values of} \\
 \text{[Public Funds} & \text{X} & \text{100\% Completed Payment} \\
 \text{Amount]} \div & & \text{Activities for such Design} \\
 \$ \underline{\hspace{2cm}} & & \text{Work and Construction Work} \\
 \text{[total cost of Design} & & \\
 \text{Work and} & & \text{Total Funds} \\
 \text{Construction Work} & & \text{Previously Paid} \\
 \text{for the Segments} & & \text{by TxDOT from} \\
 \text{3A and 3B Facility} & & \text{Public Funds} \\
 \text{Segments]} & & \text{Amount}
 \end{array}$$

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 Amount 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 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 Segment 3C TxDOT Credit

1. Amount

- 1.1 The initial amount of the Segment 3C TxDOT Credit equals \$88,100,000.
- 1.2 The initial amount of the Segment 3C TxDOT Credit is subject to increase in accordance with the provisions of the Change Order Agreement referenced in Section 5.3.2 of the Agreement. The amount of such increase shall relate back to the date of Financial Close (3C) and bear imputed interest under Section 1.3 below from and after the date of Financial Close (3C).
- 1.3 The unused portion of the Segment 3C TxDOT Credit shall bear imputed interest at the annual fixed rate of 4% from the date of Financial Close (3C) until used in full. The amount of imputed interest shall be added to the Segment 3C TxDOT Credit at the end of each calendar quarter and thereafter bear imputed interest. Notwithstanding the foregoing, at any time on or after the date that is three years after the date of Financial Close (3C), Developer shall be entitled at its option to cause to be deposited into an escrow account an amount equal to all or any part of the remainder of the Segment 3C TxDOT Credit. The amount deposited into escrow may be invested from time to time in Eligible Investments (by the escrow agent upon TxDOT's direction), whereupon no further imputed interest shall accrue on such portion, but TxDOT shall be entitled to receive the investment earnings thereon. The terms of such escrow shall provide for release of funds from the escrow account upon the written direction and approval of TxDOT for any use of the Segment 3C TxDOT Credit permitted in Section 2 below. If upon any Early Termination Date there remains in such escrow any amount, then (a)

such amount shall first be applied to pay TxDOT for all costs or compensation permitted in Section 2 below for which TxDOT has incurred liability up to the Early Termination Date, and (b) TxDOT shall authorize release to Developer (or its designee) of any remaining balance.

2. Availability of Segment 3C TxDOT Credit

The amount of the Segment 3C TxDOT Credit, as adjusted to include imputed interest and earnings from Eligible Investments pursuant to Section 1.2 above, shall be available to TxDOT to offset future payments from TxDOT to Developer for capital costs of Change Orders or other Compensation Events respecting the Facility, until used in full; provided that TxDOT will use the Segment 3C TxDOT Credit only to pay for Work under any Change Order that is to be performed on non-tolled portions of the Facility; and if any Change Order that TxDOT intends to pay in whole or in part with the Segment 3C TxDOT Credit includes Work on Managed Lanes and other Work, Developer shall separately identify in its Payment Requests those costs that are for Work performed on Managed Lanes and those costs that are for such other Work. The Segment 3C TxDOT Credit will not be subject to offset by Developer for any reason. This Section 2 supersedes any contrary provision of the FA Documents.

Part E [RESERVED]

Part F 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 F to “GP Capacity Improvements” shall be read in context to mean the 3A Ultimate Capacity Improvement, the 3B Ultimate Capacity Improvement, or portion thereof, as the case may be; except that if reference is made in this Part F 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, 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; and

1.2.3 Both the entire 3A Ultimate Capacity Improvement and the entire 3B Ultimate Capacity Improvement.

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 E, 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, 1.2.2 and 1.2.3 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 (for the avoidance of doubt, including those in respect of the Segment 3C Facility Segment), 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 F, 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 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. 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, 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 F. 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 or 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 F 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 F 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.
- 1.7 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:
- 1.8.1 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);
- 1.8.2 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):
- (a) The Parties will calculate:
- (i) 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);
- (ii) 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 (i) above;

- (iii) 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 (ii) 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;
- (b) The Parties shall then calculate a ratio, the numerator of which will be the amount under clause (a)(i) above minus the amount under clause (a)(ii) above, and the denominator of which will be the amount under clause (a)(i) above minus the amount under clause (a)(iii) 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;
- (c) “Factor X” shall mean:
 - (i) For the first GP Capacity Improvement, 33.5%; and
 - (ii) 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 (a) and (b) above, divided by the result of dividing (A) the immediately preceding amount under clause (a)(ii) above by (B) the immediately preceding amount under clause (a)(i) 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 under the Facility Trust Agreement 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 Part A, Section 1.3 of Exhibit 16 to the Agreement and (b) TxDOT accepts such price pursuant to Part A, 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 mutandis*, 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 Part A, 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 G Payment for 3C Ultimate Capacity Improvement

1. Early Service Commencement Deadline for 3C Ultimate Capacity Improvement

If TxDOT exercises its right under Part A, Section 5.3.2 of Exhibit 16 to the Agreement to require a Service Commencement Deadline for the 3C Ultimate Capacity Improvement earlier than that set forth in Exhibit 9 to the Agreement, then TxDOT shall owe to Developer compensation on account of early Service Commencement of the 3C Ultimate Capacity Improvement, on the terms and conditions set forth below. The Parties stipulate that the amount determined under this Part G shall constitute full and complete compensation to Developer in order to return its Equity IRR to the level as if early Service Commencement for the 3C Ultimate Capacity Improvement had not occurred.

Attachment 7 to this Exhibit 7 sets forth an illustrative example of the calculation of the compensation to Developer under this Part G. If there is any discrepancy between Attachment 7 and the terms of this Part G, the terms of this Part G shall prevail.

1.1 To Neutralize Impact of Early Financing of 3C Ultimate Capacity Improvement

- 1.1.1 Subject to Section 1.1.2 below, TxDOT will make an upfront payment, within 60 days after the start of construction of the 3C Ultimate Capacity Improvement and receipt of a Payment Request for such payment, equal to the applicable amount set forth in the final Table A of Attachment 6 to this Exhibit 7. The Parties acknowledge that Table A of Attachment 6 to this Exhibit 7 in effect as of the Amendment Effective Date is preliminary and may require adjustment. Within three Business Days after the date of Financial Close (3C), Developer shall deliver to TxDOT for its approval an updated Table A of Attachment 6 to this Exhibit 7 based on the values

calculated using the Base Case Financial Model Update (3C). If TxDOT includes a new U-Turn Bridge at SH 170 for NB to SB Traffic in the Mark IV/U-Turn Bridges Change Order, then the update to the Table A amounts also shall take into account the resulting reduction in the cost of the 3C Ultimate Capacity Improvements. Such updated Table A, once approved by TxDOT in writing, shall constitute the final Table A of Attachment 6 to this Exhibit 7.

- 1.1.2 In lieu of the foregoing upfront payment, TxDOT may elect, in its sole discretion, to provide monthly progress payments to Developer during design and construction of the 3C Ultimate Capacity Improvement, subject to the following terms and conditions.
- (a) TxDOT shall not be obligated to make progress payments cumulating more than the applicable amount set forth in Table B of Attachment 6 to this Exhibit 7.
 - (b) If TxDOT makes such election, then Developer shall submit to TxDOT a complete, separate Schedule of Values for all Payment Activities for the 3C Ultimate Capacity Improvement for TxDOT's approval. Such Schedule of Values shall be subject to the same terms and conditions as set forth in Part C, Section 2 above. No payment will be made until the Schedule of Values therefor is approved by TxDOT.
 - (c) TxDOT shall pay such progress 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 mutandis*, as appropriate in the circumstances to the 3C Ultimate Capacity Improvement.
 - (d) To neutralize the windfall to the Equity IRR from such progress payments, Developer shall pay to TxDOT in good funds, without offset, the following:
 - (i) By July 1, 2038 the sum of \$156,018,720; and
 - (ii) By July 1, 2039, the sum of \$160,699,282.
 - (e) In the event, however, that terms of the existing or any new TIFIA loan treat the borrowings raised by Developer to fund the payments to TxDOT under subsection (d) above as Additional Senior Obligations (as defined in the applicable TIFIA loan agreement(s)) subject to a TIFIA loan mandatory prepayment, then the payments under subsection (d) above to be made by Developer shall be adjusted so that the impact of such mandatory prepayment on the Equity IRR is neutralized; provided that borrowings in excess of 55% of each amount under subsection (d) above shall not be taken into account in calculating the adjustment due to prepayment.
 - (f) Except to the extent attributable to a Compensation Event, Developer shall bear all risk of cost overruns, which will not be funded by TxDOT.

1.2 To Neutralize Revenue Impact of Early 3C Ultimate Capacity Improvement

- 1.2.1 In addition to the compensation due under Section 1.1 above, for the period from the later of the Service Commencement Deadline or Service Commencement Date for the 3C Ultimate Capacity Improvement until December 31, 2039, TxDOT will make semi-annual payments to Developer, in arrears, 60 days following Developer's submittal to TxDOT of:
- (a) An unaudited statement, certified as true and correct by Developer's chief financial officer, setting forth the amount of the Segment 3C Facility Segment Toll Revenues through June 30 of the applicable year (or partial year following such Service Commencement Deadline or Service Commencement Date); and
 - (b) Audited financial reports after the end of each applicable year indicating the amount of the Segment 3C Facility Segment Toll Revenues during the immediately preceding year (or partial year following such Service Commencement Deadline or Service Commencement Date).
- 1.2.2 The amount of the payment based on the unaudited statement will equal 20.3% of the product that results from multiplying the Segment 3C Facility Segment Toll Revenues through June 30 of the applicable year (or partial year following such Service Commencement Deadline or Service Commencement Date) by such year's multiplier set forth in Section 1.2.4 below.
- 1.2.3 The amount of the payment based on the audited financial report will equal (a) 20.3% of the product that results from multiplying the Segment 3C Facility Segment Toll Revenues for the applicable year (or partial year following such Service Commencement Deadline or Service Commencement Date) by such year's multiplier set forth in Section 1.2.4 below, minus (b) the amount of the first payment for such year (or partial year following such Service Commencement Deadline or Service Commencement Date) pursuant to Section 1.2.2 above.
- 1.2.4 The applicable multiplier shall be determined as follows:
- (a) If the later of the Service Commencement Deadline or Service Commencement Date for the 3C Ultimate Capacity Improvement occurs on or after the date the Segment 3C GPL Traffic Condition described Part A, Section 5.6 of Exhibit 16 to the Agreement is met, then the multiplier shall equal 1.0.
 - (b) If the later of the Service Commencement Deadline or Service Commencement Date for the 3C Ultimate Capacity Improvement occurs before the date the Segment 3C GPL Traffic Condition described in Part A, Section 5.6 of Exhibit 16 to the Agreement is met, then the Segment 3C Facility Segment Toll Revenues used under Section 1.2.1 above to calculate the amount of the payments accrued and owing for each calendar year or partial calendar year from and after such later date (regardless of a date of payment in the next calendar year) shall be increased by the applicable multiplier for each such calendar year set forth in the table below. The multipliers shall cease to apply from and

after the earlier of (i) the date the Segment 3C GPL Traffic Condition is met or (ii) January 1, 2040.

12-month period starting January 1:	Multiplier	12-month period starting January 1:	Multiplier
2025	1.335	2033	1.107
2026	1.307	2034	1.079
2027	1.278	2035	1.050
2028	1.250	2036	1.038
2029	1.221	2037	1.025
2030	1.193	2038	1.013
2031	1.164	2039	1.000
2032	1.136		

- 1.2.5 The Segment 3C GPL Traffic Condition for the purpose of determining if a multiplier applies shall be measured and determined according to Part A, Section 5.6 of Exhibit 16 to the Agreement.
- 1.2.6 For purposes of this Section 1.2, the Segment 3C Facility Segment Toll Revenues shall equal the gross Toll Revenues actually collected in an applicable period on Transactions recorded at gantries located in the Facility Extension portion of the Segment 3C Facility Segment.
- 1.2.7 The amount of the TxDOT payments made pursuant to this Section 1.2 shall be included in the calculation of cumulative Toll Revenues in Part A of this Exhibit 7.

2. Late Service Commencement Deadline for 3C Ultimate Capacity Improvement

- 2.1 If TxDOT exercises its right under Part A, Section 5.3.2 of Exhibit 16 to the Agreement to require a Service Commencement Deadline for the 3C Ultimate Capacity Improvement later than that set forth in Exhibit 9 to the Agreement, then Developer shall owe to TxDOT compensation, to be paid semi-annually in arrears by the last day of the next month following the end of the semi-annual period, in an amount equal to 100% of the increase in the Toll Revenues for the immediately preceding six-month period attributable to such postponement of the 3C Ultimate Capacity Improvement, net of increased costs attributable to such postponement for such six-month period. The Parties shall reasonably determine such annual compensation amount at the time of the postponement and at least annually thereafter using prior actual revenue and cost information and reasonable assumptions for revenue and costs with and without the 3C Ultimate Capacity Improvement.
- 2.2 If TxDOT and Developer cannot agree on the compensation amount, such Dispute shall be resolved according to the Dispute Resolution Procedures. Pending resolution of such Dispute, Developer shall pay to TxDOT not later than

each due date the good faith amount determined by TxDOT, without prejudice to Developer's claim that a lesser amount is due or TxDOT's potential claim that a greater amount is due. For avoidance of doubt, TxDOT's entitlement to 100% as contemplated in Section 2.1 above cannot be contested. Not later than 30 days after resolution of the Dispute, the Parties shall adjust payments made prior to resolution of the Dispute to conform to the outcome of the Dispute.

3. No Change to Service Commencement Deadline for 3C Ultimate Capacity Improvement.

If TxDOT does not exercise its right under Part A, Section 5.3.2 of Exhibit 16 to the Agreement to change the Service Commencement Deadline for the 3C Ultimate Capacity Improvement from that set forth in Exhibit 9 to the Agreement, then, as more particularly set forth in Part A, Section 5.2 of Exhibit 16 to the Agreement, the 3C Ultimate Capacity Improvement shall be at Developer's sole cost and expense and shall not be treated as a Compensation Event or Relief Event or otherwise entitle Developer to any Claim against TxDOT.

Part H 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 I 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 I.
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

Year of Operation	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	11,366,598	11,366,598	14,255,002	14,255,002	17,742,534	17,742,534	20,525,154	20,525,154
2	\$0	65,801,724	65,801,724	82,522,823	82,522,823	102,712,292	102,712,292	118,821,001	118,821,001
3	\$0	146,315,533	146,315,533	183,496,268	183,496,268	228,389,211	228,389,211	264,208,246	264,208,246
4	\$0	243,474,170	243,474,170	305,344,214	305,344,214	380,047,643	380,047,643	439,651,771	439,651,771
5	\$0	355,203,127	355,203,127	445,464,995	445,464,995	554,449,416	554,449,416	641,405,551	641,405,551
6	\$0	502,318,374	502,318,374	627,088,053	627,088,053	778,226,704	778,226,704	897,987,643	897,987,643
7	\$0	700,633,890	700,633,890	869,016,767	869,016,767	1,073,967,208	1,073,967,208	1,234,708,509	1,234,708,509
8	\$0	915,824,939	915,824,939	1,131,532,252	1,131,532,252	1,394,873,561	1,394,873,561	1,600,082,422	1,600,082,422
9	\$0	1,156,133,719	1,156,133,719	1,424,689,314	1,424,689,314	1,753,237,047	1,753,237,047	2,008,103,852	2,008,103,852
10	\$0	1,421,664,747	1,421,664,747	1,748,615,456	1,748,615,456	2,149,213,526	2,149,213,526	2,458,950,257	2,458,950,257
11	\$0	1,714,235,676	1,714,235,676	2,105,528,068	2,105,528,068	2,585,513,598	2,585,513,598	2,955,707,841	2,955,707,841
12	\$0	2,035,768,525	2,035,768,525	2,497,771,853	2,497,771,853	3,065,003,496	3,065,003,496	3,501,640,007	3,501,640,007
13	\$0	2,388,296,339	2,388,296,339	2,927,826,962	2,927,826,962	3,590,715,026	3,590,715,026	4,100,198,673	4,100,198,673
14	\$0	2,770,484,312	2,770,484,312	3,394,065,039	3,394,065,039	4,160,657,639	4,160,657,639	4,749,117,465	4,749,117,465
15	\$0	3,182,787,439	3,182,787,439	3,897,041,141	3,897,041,141	4,775,509,854	4,775,509,854	5,449,168,920	5,449,168,920
16	\$0	3,626,552,108	3,626,552,108	4,438,397,752	4,438,397,752	5,437,279,489	5,437,279,489	6,202,639,080	6,202,639,080
17	\$0	4,103,658,022	4,103,658,022	5,020,427,957	5,020,427,957	6,148,769,675	6,148,769,675	7,012,719,499	7,012,719,499
18	\$0	4,612,167,301	4,612,167,301	5,640,767,698	5,640,767,698	6,907,090,522	6,907,090,522	7,876,119,842	7,876,119,842
19	\$0	5,153,007,328	5,153,007,328	6,300,548,308	6,300,548,308	7,713,625,003	7,713,625,003	8,794,414,717	8,794,414,717
20	\$0	5,727,454,117	5,727,454,117	7,001,326,421	7,001,326,421	8,570,275,990	8,570,275,990	9,769,770,675	9,769,770,675
21	\$0	6,337,229,057	6,337,229,057	7,745,201,989	7,745,201,989	9,479,610,526	9,479,610,526	10,805,110,469	10,805,110,469
22	\$0	6,979,765,865	6,979,765,865	8,529,044,358	8,529,044,358	10,437,801,610	10,437,801,610	11,896,076,797	11,896,076,797
23	\$0	7,627,500,844	7,627,500,844	9,319,228,069	9,319,228,069	11,403,744,530	11,403,744,530	12,995,869,124	12,995,869,124
24	\$0	8,309,201,972	8,309,201,972	10,150,847,705	10,150,847,705	12,420,339,897	12,420,339,897	14,153,332,738	14,153,332,738
25	\$0	9,026,452,688	9,026,452,688	11,025,834,932	11,025,834,932	13,489,949,033	13,489,949,033	15,371,156,167	15,371,156,167
26	\$0	9,776,747,293	9,776,747,293	11,941,133,001	11,941,133,001	14,608,835,284	14,608,835,284	16,645,084,974	16,645,084,974
27	\$0	10,562,049,788	10,562,049,788	12,899,137,835	12,899,137,835	15,779,927,491	15,779,927,491	17,978,453,847	17,978,453,847
28	\$0	11,381,678,139	11,381,678,139	13,899,017,405	13,899,017,405	17,002,208,561	17,002,208,561	19,370,104,754	19,370,104,754
29	\$0	12,237,912,923	12,237,912,923	14,943,553,830	14,943,553,830	18,279,079,433	18,279,079,433	20,823,909,898	20,823,909,898
30	\$0	13,130,654,390	13,130,654,390	16,032,625,424	16,032,625,424	19,610,391,355	19,610,391,355	22,339,699,915	22,339,699,915
31	\$0	14,061,037,574	14,061,037,574	17,167,616,835	17,167,616,835	20,997,836,961	20,997,836,961	23,919,401,985	23,919,401,985
32	\$0	15,028,562,878	15,028,562,878	18,347,918,596	18,347,918,596	22,440,671,220	22,440,671,220	25,562,167,839	25,562,167,839
33	\$0	16,035,389,948	16,035,389,948	19,576,165,297	19,576,165,297	23,942,114,731	23,942,114,731	27,271,664,348	27,271,664,348
34	\$0	17,078,878,282	17,078,878,282	20,849,135,743	20,849,135,743	25,498,229,812	25,498,229,812	29,043,408,195	29,043,408,195
35	\$0	18,162,405,241	18,162,405,241	22,170,950,036	22,170,950,036	27,114,052,994	27,114,052,994	30,883,133,813	30,883,133,813
36	\$0	19,286,591,137	19,286,591,137	23,542,364,909	23,542,364,909	28,790,509,327	28,790,509,327	32,791,894,436	32,791,894,436
37	\$0	20,455,426,491	20,455,426,491	24,968,248,471	24,968,248,471	30,533,549,726	30,533,549,726	34,776,465,589	34,776,465,589
38	\$0	21,667,733,808	21,667,733,808	26,447,164,271	26,447,164,271	32,341,418,234	32,341,418,234	36,834,847,994	36,834,847,994

Year of Operation	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:
39	\$0	22,926,518,232	22,926,518,232	27,982,778,344	27,982,778,344	34,218,596,313	34,218,596,313	38,972,144,105	38,972,144,105
40	\$0	24,232,389,828	24,232,389,828	29,575,834,914	29,575,834,914	36,165,993,727	36,165,993,727	41,189,389,747	41,189,389,747
41	\$0	25,588,189,349	25,588,189,349	31,229,799,472	31,229,799,472	38,187,846,788	38,187,846,788	43,491,408,257	43,491,408,257
42	\$0	26,995,979,400	26,995,979,400	32,947,188,225	32,947,188,225	40,287,231,378	40,287,231,378	45,881,701,734	45,881,701,734
43	\$0	28,457,308,351	28,457,308,351	34,729,890,058	34,729,890,058	42,466,456,526	42,466,456,526	48,362,899,167	48,362,899,167
44	\$0	29,176,403,319	29,176,403,319	35,607,127,121	35,607,127,121	43,538,815,925	43,538,815,925	49,583,853,960	49,583,853,960

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)

Segments 3A and 3B Facility Segments		
Total Segments 3A and 3B Facility Segments 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 Segments 3A and 3B Facility Segments Construction Costs	\$xxx,xxx,xxx.00	
Remaining amount of Public Funds Amount not paid		\$xxx,xxx,xxx.00
Maximum Payment Curve		
Sum of Payment Request Amounts for Segments 3A and 3B Facility Segments		\$xxx,xxx,xxx.00
Maximum amount payable based on Maximum Payment Curve		\$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, if this Payment Request includes a Payment Activity respecting the Segment 3A Facility Segment.

(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)
September 19, 2013	\$3,111.67
December 19, 2013	\$1,864.22
March 19, 2014	\$1,506.13
June 19, 2014	\$1,519.71
September 19, 2014	\$1,135.02
December 19, 2014	\$1,109.67
March 19, 2015	\$1,207.61
June 19, 2015	\$1,228.51
September 19, 2015	\$1,442.27
December 19, 2015	\$1,347.16
March 19, 2016	\$1,198.76
June 19, 2016	\$1,218.14
September 19, 2016	\$1,173.42
December 19, 2016	\$1,122.77
March 19, 2017	\$1,124.06
June 19, 2017	\$1,146.27
September 19, 2017	\$1,121.30
December 19, 2017	\$1,202.85
March 19, 2018	\$1,247.95
June 19, 2018	\$1,133.59
September 18, 2018	\$138.91

ATTACHMENT 4 TO EXHIBIT 7

**INITIAL GP PUBLIC FUNDS AMOUNTS
(assuming a Service Commencement Deadline of 12/31/30)
(\$millions)**

Note: The Parties acknowledge that the Component B amounts set forth below were calculated as of Financial Close and do not include the impact of the 3A Ultimate Capacity Improvement and/or 3B Ultimate Capacity Improvement on Segment 3C Facility Segment Toll Revenues.

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 of the entire 3A Ultimate Capacity Improvement and the entire 3B Ultimate Capacity Improvement:

Component A ¹ :	\$\$701
Component B ² :	\$373
Total	\$1,074

4. Both of the entire 3A Ultimate Capacity Improvement and the entire 3B Ultimate Capacity Improvement in the event of a prior 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

n

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:

- $$\text{Factor X} = \frac{\text{Immediately preceding Factor X} - \text{Immediately preceding Applicable Percentage Increase}}{\frac{NPV(B)_{2030}}{NPV(A)_{2030}}}$$
$$= \frac{33.5\% - 13.4\%}{80/100} = \frac{20.1\%}{0.8} = 25.125\%$$

- $$\text{Applicable Percentage Increase} = \frac{NPV(A)_{2040} - NPV(B)_{2040}}{NPV(A)_{2040} - NPV(C)_{2040}} \times \text{Factor X}$$
$$= \frac{60 - 50}{60 - 35} \times 25.125\% = \frac{10}{25} \times 25.125\% = 0.4 \times 25.125\% = 10.05\%$$

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

- $$\text{Factor X} = \frac{\text{Immediately preceding Factor X} - \text{Immediately preceding Applicable Percentage Increase}}{\frac{NPV(B)_{2040}}{NPV(A)_{2040}}}$$
$$= \frac{25.125\% - 10.05\%}{50/60} = \frac{15.075\%}{0.833} = 18.09\%$$

- $$\text{Applicable Percentage Increase} = \frac{NPV(A)_{2050} - NPV(B)_{2050}}{NPV(A)_{2050} - NPV(C)_{2050}} \times \text{Factor X}$$
$$= \frac{15 - 5}{15 - 5} \times 18.09\% = \frac{10}{10} \times 18.09\% = 1 \times 18.09\% = 18.09\%$$

ATTACHMENT 6 TO EXHIBIT 7

TABLE A
TXDOT COMPENSATION TO DEVELOPER FOR
EARLY SERVICE COMMENCEMENT DEADLINE FOR
3C ULTIMATE CAPACITY IMPROVEMENT

Early Service Commencement Deadline: If within 12-month period starting with January 1:*	Notice Date: If within 12 month-period starting with January 1:*	Amount (\$)
2025	2023	108,400,000
2026	2024	107,400,000
2027	2025	105,500,000
2028	2026	101,600,000
2029	2027	95,300,000
2030	2028	87,000,000
2031	2029	78,700,000
2032	2030	72,700,000
2033	2031	67,100,000
2034	2032	58,400,000
2035	2033	49,600,000
2036	2034	40,900,000
2037	2035	30,100,000
2038	2036	15,200,000
2039	2037	3,800,000

* This connotes that, as provided in Part A, Section 5.3.2 of Exhibit 16 to the Agreement, (i) TxDOT has delivered to Developer a Directive Letter or Change Order requiring an earlier Service Commencement Deadline for the 3C Ultimate Capacity Improvement than that stated in Exhibit 9 to the Agreement, and (ii) such early Service Commencement Deadline is 24 months after the date of delivery of such Directive Letter or Change Order.

TABLE B
MAXIMUM CUMULATIVE AMOUNT OF PROGRESS PAYMENTS FOR
3C ULTIMATE CAPACITY IMPROVEMENT

If Early Service Commencement Deadline is within 12-month period starting with January 1:	And if Next Column Does Not Apply, Then the Maximum Cumulative Amount of Progress Payments is (\$ nominal):	And if TxDOT Includes New U-Turn Bridge at SH 170 for NB to SB Traffic in Mark IV/U-Turn Bridges Change Order, Then the Maximum Cumulative Amount of Progress Payments is (\$ nominal):
2025	203,289,233	199,544,267
2026	209,387,910	205,530,595
2027	215,669,548	211,696,513
2028	222,139,634	218,047,409
2029	228,803,823	224,588,831
2030	235,667,938	231,326,496
2031	242,737,976	238,266,291
2032	250,020,115	245,414,280
2033	257,520,719	252,776,708
2034	265,246,340	260,360,009
2035	273,203,730	268,170,809
2036	281,399,842	276,215,934
2037	289,841,838	284,502,412
2038	298,537,093	293,037,484
2039	307,493,206	301,828,609

ATTACHMENT 7 TO EXHIBIT 7

ILLUSTRATIVE EXAMPLE OF PART G COMPENSATION FOR ACCELERATED 3C ULTIMATE CAPACITY IMPROVEMENT

Assumptions:

- Service Commencement Deadline for the 3C Ultimate Capacity Improvement is accelerated to January 1, 2032, and it opens on that date
- Audited Segment 3C Facility Segment Toll Revenues for 2037 are \$90,000,000

(a) Calculation of compensation to Neutralize Impact of Early Financing of 3C Ultimate Capacity Improvement

- If TxDOT elects to make upfront payment per Part G, Section 1.1.1, the payment amount shown in Table A is \$72,700,000:
- If TxDOT elects to make progress payments per Part G, Section 1.1.2, total progress payments that TxDOT would make to Developer are the amount shown in Table B. In this example the amount is \$250,020,115.

If TxDOT elects to make progress payments, Developer would pay to TxDOT \$156,018,720 by July 1, 2038 and \$160,699,282 by July 1, 2039 per Part G, Section 1.1.2(d).

(b) Calculation of compensation to Neutralize Revenue Impact of Early 3C Ultimate Capacity Improvement

- If the Segment 3C GPL Traffic Condition has not been satisfied previously, then the compensation to Developer for year 2037 would include the multiplier in Part G, Section 1.2.4(b) for 2037 and is calculated as follows:

$$\$90,000,000 \times 1.203 \times 1.025 - \$90,000,000 = \$20,976,750$$

- If the Segment 3C GPL Traffic Condition is satisfied as of January 1, 2037, then the compensation to Developer for year 2037 is calculated as follows:

$$\$90,000,000 \times 1.203 \times 1.00 - \$90,000,000 = \$18,270,000$$