

**EXHIBIT H**  
**TIFIA REQUIREMENTS**

[SEE ATTACHED]

## EXHIBIT H - TIFIA Terms and Conditions

Item	I-95 Assumption / Proposal
TIFIA Term	35 years post Substantial Completion
TIFIA Scheduled Repayment	Years 1-5 (post SC): interest capitalization Years 6-25 (post SC): interest only Years 26-35 (post SC): level payments of principal + interest
Mandatory TIFIA Debt Service	Year 6 (post SC): 10% of scheduled interest Year 7 (post SC): 17.5% of scheduled interest Year 8-25 (post SC): 25% of scheduled interest Year 26-35 (post SC): 100% of scheduled interest
Restricted Payment Conditions	1. TIFIA debt service is current 2. TIFIA interest not being capitalized 3. Trailing and projected Total DSCR must be at least 1.30x
Debt Service Reserve and Ramp-Up Reserve	<b>PABs DSRA</b> funded at Financial Close with next 12 months of PABs debt service. Available for Senior Debt Service only but Senior and TIFIA both have lien over the reserve, subject to the Intercreditor Agreement, to the extent funded with funds other than PABs proceeds. <b>Ramp-Up Reserve</b> funded at Substantial Completion with \$35 million. Funds shortfalls in opex, capex, senior debt service, mandatory debt service. Released at latter of: a) End of the Capl period; b) Third anniversary of Substantial Completion; c) Total DSCR > 1.20x [Should this be 1.30x to match the change above?] Part of released funds must be used to fund O&M Reserve Account Release of funds is subject to the ongoing required balance obligation which is an amount equal to 9 months' projected TIFIA Mandatory Debt Service;
MMRA	Funded on an ongoing basis in an amount equal to greater of (i) \$1,000,000 and (ii) 100% of scheduled costs in year N, 80% of scheduled costs in year N+1, 60% of scheduled costs in year N+2, 40% of scheduled costs in year N+3 and 20% of scheduled costs in year N+4.
Total DSCR	Net Cash Flow / debt service, where Net Cash Flow equals revenues minus operating costs plus MMRA and O&M Reserve releases minus payments into MMRA and O&M Reserve.
TIFIA Revenue Sharing and Prepayments	Revenue Share – Each year after the Debt Service Payment Commencement Date, TIFIA will be prepaid the lesser of (i) amounts distributable to equity and (ii) 50% of the amount by which Toll Revenues deposited in the Revenue

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	<p>Account during the preceding calendar year exceeds the projected Toll Revenues for such period; provided, that such amount will be reset to \$0 following each prepayment.</p> <p>Sinking Fund – If the LLCR is less than 1.30x (but all other conditions to equity distribution are satisfied), cash will be deposited into the TIFIA sinking fund to increase the LLCR to at least 1.30x, and cash will continue to be deposited every semi-annual period until the LLCR is 1.30x. If the LLCR is less than 1.30x as of 2 consecutive Calculation Dates, the sinking fund cash will be used to prepay the TIFIA Credit Assistance to increase the LLCR to 1.30x; to the extent funds are available.</p>
Flow of Funds	<ol style="list-style-type: none"> <li>1. Fees and costs related to PABs</li> <li>2. Operating costs</li> <li>3. Rebate Fund</li> <li>4. PABs interest and hedging obligations</li> <li>5. Scheduled principal</li> <li>6. Hedging termination obligations</li> <li>7. TIFIA mandatory interest and principal</li> <li>8. Ramp-Up Reserve</li> <li>9. PABs DSRA</li> <li>10. O&amp;M Reserve</li> <li>11. MMRA</li> <li>12. TIFIA scheduled interest and principal</li> <li>13. Interest on sub-debt (if applicable)</li> <li>14. Principal on sub-debt (if applicable)</li> <li>15. Optional capital expenditures</li> <li>16. Voluntary prepayments/optional redemptions of senior debt</li> <li>17. Equity Lock-up</li> <li>18. TIFIA Sinking Fund</li> <li>19. TIFIA Revenue Share/TIFIA prepayments, if any</li> <li>20. Distributions</li> </ol>
Additional Senior Debt	<p>Additional senior debt can be incurred so long as no event of default under the financing documents has occurred and certain other conditions are met, to</p> <ol style="list-style-type: none"> <li>(1) complete construction of the Project,</li> <li>(2) refurbish, upgrade, modify, expand, add to Project or perform major maintenance (including funding MMRA),</li> <li>(3) refinance or replace senior obligations and</li> <li>(4) add to, refinance or replace existing senior obligations for any other reason.</li> </ol>

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	(1) is limited to 5% of the maximum principal amount of the senior debt, (3) is subject to senior debt service after the refinancing to be not more than senior debt service in the base case model, (4) requires 50% of the refinancing to be applied to prepayment of TIFIA, and (2) and (4) are subject to a minimum Total DSCR test (1.15x and 1.25x, respectively).
Default interest rate	Default interest accrues on outstanding TIFIA amounts only in a payment default, at 2.00% above the TIFIA interest rate.
Events of Default	Indefinite cure period for breach of reps or covenants so long as Borrower is diligently pursuing cure. Failure to achieve Substantial Completion by a Long Stop Date, if any, is no earlier than the Long Stop Date defined in the Comprehensive Agreement, as may be extended.
Oversight Covenant	None proposed.
Debt Service Payment Commence't Date	First payment date occurring after the 5th anniversary of substantial completion.
TIFIA Disbursements	Equity to be contributed to fund Project Costs such that the aggregate equity contributions as of any date are equal to no less than [35%] of the aggregate amount of proceeds of the Series 2012 Bonds, TIFIA Credit Assistance and equity drawn. PABs proceeds may be expended prior to drawing on TIFIA Credit Assistance.
OFAC/Non-Debarment Compliance	None proposed.
Interest Rate	SLGS + .01%
Security and Priority	Second lien over project revenues, springing to first priority under Bankruptcy Related Event. Intercreditor terms relating to ranking of claims, default and enforcement, determination of Bankruptcy Related Event, and exercise of remedies, consistent with recent PPP toll road precedent.
Bankruptcy Related Event	Bankruptcy Related Event means (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets of the Borrower, under any Insolvency Law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower for a substantial part of the assets of the Borrower, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets of the Borrower, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, or (v) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, or (vi) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this

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	<p>clause (b), or (vii) take any action for the purpose of effecting any of the foregoing; or (c) (i) all or a substantial part of the Collateral (other than the Equity Interests) shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Senior Obligations, or (ii) all or a substantial part of the Collateral (other than the Equity Interests) shall be transferred pursuant to a sale or disposition of such Collateral in lieu of foreclosure; or (d) (i) all or a substantial part of the Equity Interests shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the Liens thereon securing the Senior Obligations, or (ii) all or a substantial part of the Equity Interests shall be transferred pursuant to a sale or disposition of such Collateral in lieu of foreclosure, if in either such case such action or exercise of rights or remedies results in any release or impairment of the Liens of the Collateral Agent in the Collateral (other than the Equity Interests) granted for the benefit of the TIFIA Lender or (e) the Collateral Agent shall transfer, pursuant to directions issued by the Intercreditor Agent, funds or deposit in any of the Project Accounts following the occurrence and during the continuation of an Event of Default under the Senior Financing Documents for application to the prepayment or repayment of any principal amount of the Senior Obligations other than in accordance with the provisions of the Collateral Agency Agreement.</p> <p>The existence of one or more defaults by the Borrower in the payment of any principal of or interest on the TIFIA Credit Assistance as it becomes due shall not, by itself, be sufficient to establish that the standard set forth in clause (b)(ii) of the definition of Bankruptcy Related Event has been met. Such standard shall be deemed to be met only if: (i) a default in the payment when due of any TIFIA Mandatory Debt Service shall have occurred and shall have continued without cure for a period of twelve months or more, and (ii) thereafter, the TIFIA Lender shall have initiated proceedings for, and obtained, a final judicial determination that a Bankruptcy Related Event has occurred and is continuing.</p>
Acceleration	No acceleration of maturity of TIFIA Credit Assistance unless maturity of senior obligations have been accelerated
Eligible Project Costs	TIFIA Credit Assistance will be available to finance up to 33% of Eligible Project Costs, which includes prior Project expenditures during the 3-year period before the TIFIA application date.
Change of Control	Change of Control definition will track the corresponding term in the Comprehensive Agreement.