

EXHIBIT 19

INSURANCE COVERAGE REQUIREMENTS

1. Builder's Risk Insurance During Construction

At all times during the period from the commencement of the Construction Work until the date of Final Acceptance, and during any period in which other construction work in the Operating Period is underway, Developer shall, or shall require the Design-Build Contractor, to procure and keep in force a policy of builder's risk insurance as specified below.

(a) Subject to Section 16.1.2.11(b) of this Agreement, the policy shall provide coverage for "all risks" of direct physical loss or damage to the Facility, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) The policy shall provide coverage per occurrence up to the full replacement cost of the covered property loss, plus an allowance for professional fees, demolition and debris removal, without risk of co-insurance; provided, however, that the policy may include a sublimit for earth movement and flood of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate.

(c) The policy shall provide coverage per occurrence sufficient to reinstate the insured property and for a sum not less than the maximum probable loss, including an allowance for professional fees, demolition and debris removal, without risk of co-insurance.

(d) Developer and/or the Design-Build Contractor shall be the named insured(s) on the policy. If either of them is not a named insured on the policy, then it shall be an additional insured, and TxDOT shall be an additional insured on the policy, each as their interests may appear. Developer may name itself or the Collateral Agent as loss payee under the policy.

(e) Subject to Section 16.1.2.11(b) of this Agreement, the policy shall include coverage, with exclusions, limits and sublimits typical of projects similar to the Facility, for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission, (vi) demolition and debris removal coverage, (vii) the increased replacement cost due to any change in

applicable codes or other Laws, (viii) expense to reduce loss, (ix) building ordinance compliance, with the building ordinance exclusion deleted, and (x) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees, and other fees and costs associated with such damage or loss or replacement thereof).

(f) The policy shall provide a deductible or self-insured retention not exceeding \$1,000,000 per occurrence, except for major perils such as flood and windstorm.

2. Property Insurance

2.1 Property Insurance. Commencing on the Service Commencement Date (and, with respect to any non-tolled portion of the Facility opened to traffic before the Service Commencement Date under Section 7.8.5 of this Agreement, commencing as of the date such non-tolled portion is opened to traffic) and continuing through the Operating Period, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of property insurance as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the Facility, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Facility; and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) The policy shall cover all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the Facility.

(c) The policy shall provide coverage per occurrence sufficient to reinstate the insured property and for a sum not less than the maximum probable loss, plus an allowance for professional fees, demolition and debris removal, without risk of co-insurance. Developer and its insurance consultant shall perform the maximum probable loss analysis using industry standard underwriting practices. Developer and its insurance consultant shall review annually the maximum probable loss values for the covered property and shall adjust the coverage limit accordingly for the period in which the property insurance policy is required hereunder.

(d) Developer shall be the named insured on the policy. TxDOT shall be an additional insured on the policy as its interest may appear. Developer may name itself or the Collateral Agent as loss payee under the policy.

(e) The policy shall provide a deductible or self-insured retention not exceeding \$500,000 per occurrence.

2.2 Business Interruption Insurance. The property policy (or a separate business interruption policy that Developer procures and keeps in effect or causes to be

procured and kept in effect) shall provide business interruption insurance coverage that satisfies the following requirements:

(a) Insures against interruption or loss of Toll Revenues resulting from physical loss or damage to any portion of the Facility;

(b) Covers interruption or loss of Toll Revenues for up to one full year from the date of the interruption. The amount of coverage shall be adjusted annually to reflect the projected Toll Revenues for the next 12-month period of the Operating Period; and.

(c) Provides a deductible or self-insured retention not exceeding the first 15 days of loss following the date of interruption per occurrence.

2.3 The property policy shall be in form and substance as is then standard in the industry for policies of like coverage. If Developer elects to obtain business interruption insurance coverage separately and not as part of the coverage provided under the property policy, the requirements in Section 2.1(d) above, in addition to the requirements in Section 2.2 above, shall apply.

3. Commercial General Liability Insurance

At all times during the Term, Developer shall procure and keep in force, or cause to be procured and kept in force commercial general liability insurance as specified below.

(a) The policy shall be in form reasonably acceptable to TxDOT, and initially shall be an occurrence form. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility.

(b) The policy shall insure against the legal liability of the insureds identified in Section 3(d) below relating to claims by third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury relating to the Work, and shall include the following specific coverages:

- (i) Contractual liability;
- (ii) Premises/operations;
- (iii) Independent contractors;
- (iv) Products and completed operations;
- (v) Broad form property damage;

(vi) Hazards commonly referred to as "XCU", including explosion, collapse and underground property damage;

(vii) Designated premises endorsement;

(viii) Fellow employee coverage for supervisory personnel;

(ix) Incidental medical malpractice;

(x) No exclusion for work performed within 50 feet of a railroad;

and

(xii) Broad named insured endorsement.

(c) The policy shall have limits of \$25,000,000 per occurrence and in the aggregate per policy period. Such limits shall be shared by all insured and additional insured parties and shall reinstate annually.

(d) Developer shall be the named insured. The Indemnified Parties shall be additional insureds to the extent of Developer's third party indemnity obligations set forth under this Agreement.

4. Auto Liability Insurance

At all times during the Term, Developer shall procure and keep in force comprehensive, business, or commercial automobile liability insurance as specified below.

(a) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Work. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility. If Developer activities involve transportation of hazardous materials, Developer's policy shall be endorsed to include for private, non-commercial vehicles Motor Carrier Act Endorsement-Hazardous Materials Clean Up (MCS-90).

(b) Developer shall be the named insured under its automobile liability policy.

(c) Developer's policy shall have a combined single limit per policy period of not less than \$25,000,000.

5. Pollution Liability Insurance

At all times during the Term from and after the date Developer commences any Construction Work or other Work within the Facility Right of Way, Developer shall

procure and keep in force, or cause to be procured and kept in force, pollution liability insurance as specified below.

(a) The policy shall cover sums that the insured becomes liable to pay to a third party or that are incurred by the order of a regulatory body consequent upon a pollution incident, subject to the policy terms and conditions. Such policy shall cover claims related to pollution conditions to the extent such are caused by the performance of the Work.

(b) Developer and/or, until the date of Final Acceptance, the Design-Build Contractor shall be the named insured(s) under such policy(ies). (i) If, on or before the date of Final Acceptance, either of them is not a named insured on the policy, then it shall be an additional insured, and (ii) the Indemnified Parties shall be additional insureds, each to the extent that Developer, the Design-Build Contractor and/or the Indemnified Parties incur liability arising out of the Work.

(c) The policy shall have a limit of not less than \$2,000,000 per occurrence and in the aggregate per policy period.

6. Professional Liability Insurance.

At all times during the Term from and after the date Developer commences any design work until the date of Final Acceptance (provided that the policy shall include retroactive coverage back to the commencement of the design work for the Facility prior to the Effective Date), Developer shall procure and keep in force, or cause to be procured and kept in force, professional liability insurance covering the design and engineering Work and as specified below.

(a) The policy shall provide coverage of legal liability of the party performing the professional services arising out of any negligent act, error or omission in the performance of professional services or activities.

(b) The policy shall provide a two-year extended reporting period with respect to events that occurred but were not reported during the term of the policy.

(c) The policy shall have a limit of not less than \$10,000,000 per claim and in the aggregate. The aggregate limit need not reinstate annually.

(d) The policy shall be purchased specifically and exclusively for the Facility with coverage limits devoted solely to the Facility.

7. Workers' Compensation/Employer's Liability Insurance

7.1 Worker's Compensation Insurance. At all times when Work is being performed by any employee of Developer, Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation insurance in conformance with applicable Law for such employees. Developer shall be the named

insured on these policies. The workers' compensation insurance policy shall contain the following endorsements:

- (a) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act;
- (b) A voluntary compensation endorsement;
- (c) An alternative employer endorsement; and
- (d) An endorsement extending coverage to all states operations on an "if any" basis.

7.2 Employer's Liability Insurance. At all times during the Term Developer shall procure and keep in force, or cause to be procured and kept in force, employer's liability insurance as specified below.

- (a) The policy shall insure against liability for death, bodily injury, illness or disease for all employees of Developer working on or about the Site or otherwise engaged in the Work.
- (b) Developer shall be the named insured.
- (c) The policy shall have a limit of not less than \$25,000,000 per accident.

8. Railroad Protective Liability Insurance

Developer shall procure and keep in force, or cause to be procured and kept in force, a policy of railroad protective liability insurance as may be required by any railroad in connection with Construction Work or other construction work in the Operating Period across, under or adjacent to such railroad's railroad tracks or railroad right-of-way. In the event any agreement between TxDOT and a railroad includes railroad protective insurance requirements that have applicability to the Construction Work or other construction work to the Facility by Developer in the Operating Period, Developer shall procure and keep in force, or cause to be procured and kept in force, insurance meeting such requirements. TxDOT shall be an additional insured on the policy as its interests may appear.

9. Contractor's Insurance

9.1 Automobile Liability Insurance. At all times during the Term, Developer shall cause the Key Contractors that have vehicles on the Site or use vehicles in connection with the Work to procure and keep in force, comprehensive, business, or commercial automobile liability insurance meeting the requirements as specified below.

- (a) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-

owned and hired vehicles connected with performance of the Work. The policy shall contain extensions of coverage that are typical for a project of the nature of the Facility, and shall contain only those exclusions that are typical for a project of the nature of the Facility. If a Key Contractor's activities involve transportation of hazardous materials, such Key Contractor's policy shall be endorsed to include for private, non-commercial vehicles Motor Carrier Act Endorsement-Hazardous Materials Clean Up) (MCS-90).

(b) Each Key Contractor shall be the named insured under its respective automobile liability policy.

(c) Each Key Contractor's policy shall have a combined single limit per policy period of not less than \$1,000,000.

(d) Each Contractor at the Facility shall at all times maintain an automobile liability policy which provides at least the minimum coverage for its employees and automobiles that is required by Law.

9.2 Additional Insured; Waiver of Subrogation. Developer shall cause each Key Contractor that is required under Section 9.1 above or otherwise required by Developer to procure and keep in force one or more liability insurance policies to (a) include the Indemnified Parties as additional insureds under such Key Contractor's liability insurance policies and (b) require that such Key Contractor's insurer(s) under such liability insurance policies waive any subrogation rights such insurer(s) may have against the Indemnified Parties. Additionally, Developer shall use reasonable efforts to cause each Contractor (other than a Key Contractor) that it requires to procure and keep in force one or more liability insurance policies to do the foregoing. The provisions of this Section 9.2 shall not apply to professional liability policies.