



MDX PROCUREMENT/CONTRACT No.: MDX-14-07

SEC POST-ISSUANCE COMPLIANCE SERVICES PRICING AGREEMENT

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, FLORIDA

The Miami Dade Expressway Authority (MDX) and Digital Assurance Certification LLC (DAC) enter into this Agreement for the Services described herein as of January 27, 2014. MDX has bond issues subject to the continuing disclosure requirements of SEC Rule 15c2-12, and hereby engages DAC to file and disseminate information provided to DAC in connection with its outstanding and future bond issues. MDX may apply the DAC Bond™ logo to future bond issues alerting rating agencies, insurers and investors of ongoing information filings to the DAC system upon the execution of the Continuing Disclosure Agreement by both parties at the time of issuance. DAC will provide the following services in its role as Disclosure Dissemination Agent for all bond issues listed in the attached Exhibit A, and all future bond issuance by MDX thereafter.

1. Review the historical information on file at each information repository and make appropriate filings as instructed by the issuer representative.
2. Provide automated templates in Excel format for completion of all operating data as required by each Disclosure Agreement to meet EMMA formatting and identification requirements for all filings effective July 1, 2009.
3. Establish a unique website for all issuer's investor relations and compliance filings to be held in DAC's secured centralized database and searchable by CUSIP, obligor or issuer name, full issue description, bond type and other identifying factors as set out from time to time by Rule 15c2-12.
4. Establish an automated tickler system with reporting due dates as stated in each Continuing Disclosure Agreement.
5. Disseminate and provide receipt of all filings of ongoing financial information, material event notices, any irrevocable failure to file notices, press releases, management discussions, and supplemental information to EMMA, where provided by the issuer representative.
6. Provide FREE document and portfolio access to any investor, and the ability to email documents from DAC's web browser.
7. Maintain a restricted access portal to store compliance documents by bond issue such as, Stand-by Credit Facility Agreements, Supplements and LOC contracts and extensions, to assist bond holders in meeting SEC Rule 2a-7 requirements and to store certain bond documents provided to DAC in PDF normal (300 dpi).
8. Maintain any links to Miami-Dade County Expressway Authority's website.
9. Secure a path for managing on-going investor dialogue while avoiding selective disclosures (Q&A) and provide an investor list at least annually, where requested.
10. Offer a minimum of 12 hours of continuing education annually as approved by the National Boards of Accountancy (NASBA).
11. Assist in developing written SEC policies and procedures.
12. Provide notification for rating agencies' actions affecting any outstanding CUSIPs.

For the services outlined above, DAC charges a one-time \$2,500 set-up fee for each new issue, \$1,000 set-up fee for each existing issue and a \$1,500 annual filing fee. Effective immediately, DAC is assuming the disclosure dissemination agent duties from the current provider. The total fees due, are:

Set-up fee for existing issues	\$ Waived
Ongoing annual filing/storage fee	<u>1,500</u>
Due Upon Execution	<u>\$ 1,500</u>

The services and this contract in its entirety described herein will be exclusively performed in Florida. DAC will bill for its services at the time of initial set-up on the DAC system, prior to releasing information to investors. All bond calls, defeasance notices or other material event notices will be disseminated by DAC at a cost of \$250.00 each, billed annually.

By:

Paula Stuart

CEO

Digital Assurance Certification

By:

Name: Javier Rodriguez, P.E.

Title: Executive Director

Miami-Dade County Expressway Authority



Any assistance services provided by DAC are not intended to be "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), and you acknowledge that DAC shall not be acting as a "municipal advisor" with respect to your "municipal financial products" or the "issuance of municipal securities" (as such terms are defined in the Act).

DAC will make the System available to Miami-Dade County Expressway Authority subject to the Terms of Use posted on the System. Miami-Dade County Expressway Authority acknowledges and agrees that the Terms of Use form a part of this Agreement and agrees to comply with the Terms of Use in its use of the System. Miami-Dade County Expressway Authority understands that to use the System, each of Miami-Dade County Expressway Authority's registered users must acknowledge acceptance of the Terms of Use on Miami-Dade County Expressway Authority's behalf, and Miami-Dade County Expressway Authority represents that its users are authorized to accept the Terms of Use on Miami-Dade County Expressway Authority's behalf. Miami-Dade County Expressway Authority may not use the System with respect to any bond issues of any third party or for any bonds issued by Miami-Dade County Expressway Authority other than the Bonds.

The DAC System is protected by one or more pending and/or issued patent applications, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. The System is also protected as a collective work or compilation under U.S. copyright and other laws and treaties. All individual elements making up the System are also copyrighted works. Miami-Dade County Expressway Authority agrees to abide by all applicable copyright and other laws, as well as any additional copyright notices or restrictions contained in the System. DAC grants Miami-Dade County Expressway Authority a limited license to access and make personal use of the System solely in accordance with this Agreement. Any unauthorized use of the System shall terminate the permission or license granted to Miami-Dade County Expressway Authority by DAC and will make any further use of the System an infringement of DAC's intellectual property rights. All rights not expressly granted under this Agreement are reserved by DAC.

This Agreement may be terminated by either party with sixty (60) days written notice.



Exhibit A

DAC will provide disclosure dissemination services for the following Miami Dade Expressway Authority Toll System bond issues as of the date of this Agreement, as well as any future bond issuance by the Miami-Dade Expressway Authority:

	Issue Name	Dated	Par Amount	Set Up Fee	Annual Filing Fee
1	Refunding Revenue Bonds, Series 2013B	12/17/2013	\$74,750,000		
2	Refunding Revenue Bonds, Series 2013A	4/23/2013	\$270,220,000		
3	Revenue and Refunding Revenue Bonds, Series 2010A	8/18/2010	\$395,590,000		
4	Refunding Revenue Bonds, Series 2010B	8/18/2010	\$17,120,000		
5	Revenue Bonds, Series 2006	9/21/2006	\$304,335,000		
6	Revenue Bonds, Series 2005A through Series 2005E	3/1/2005	\$241,400,000		
	TOTAL			\$ Waived	\$ 1,500