EXHIBIT 20

TERMS FOR TERMINATION COMPENSATION

A. Definitions

For the purpose of this Exhibit 20, the following terms have the following meanings:

1. "Adjusted Equity IRR" means 23% calculated over the same period as Equity IRR.

2. "Borrowed Cash and Credit Balances" means proceeds of Facility Debt included in the Senior Debt Termination Amount that are held on the Early Termination Date as cash and credit balances in accounts held by or on behalf of Developer, including in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any).

3. "Cash and Credit Balances" means proceeds of Facility Debt and Contributed Unreturned Equity, as well as Toll Revenues and interest earnings, that are held on the Early Termination Date as cash and credit balances in accounts held by or on behalf of Developer, including in Lender accounts and reserve accounts, but excluding the Handback Requirements Reserve (if any).

4. "Equity IRR" means a blended nominal Post-Tax rate of return on Contributed Unreturned Equity and Subordinate Debt over the full Term (excluding potential extensions of the Term) equal to that projected in the Base Case Financial Model, which rate of return is 13.12%.

5. "Net present value" means the aggregate of the discounted values, calculated as of the Valuation Date, of each of the relevant projected Distributions, in each case discounted using the Equity IRR.

B. Compensation on Termination for Convenience, for TxDOT Default or for TxDOT Suspension of Work

1. In the event of termination of the Agreement and Lease under Section 19.1 (Termination for Convenience) or Section 19.4 (Termination for TxDOT Default or Suspension of Work), the Termination Compensation shall equal the smaller of the amounts determined as set forth in Sections B.2 and B.3 below, and shall be payable by TxDOT as and when set forth in Section G.1(a) below.

2. The amount of the Termination Compensation under this Section B.2 shall equal the following:

(a) The greater of (i) the Fair Market Value, if any, of the Developer's Interest as of the Valuation Date determined according to the procedures set forth in Section B.4 below, or (ii) the Senior Debt Termination Amount; plus

(b) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding

Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(c) If termination occurs prior to Substantial Completion of all Facility Segments, Developer's own reasonable and documented out-of-pocket costs to demobilize; plus

(d) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a), (b) and (c) above; minus

(e) Only where the Senior Debt Termination Amount is applicable, all Borrowed Cash and Credit Balances, except to the extent such balances are already deducted in determining the Senior Debt Termination Amount; minus

(f) Only where the Senior Debt Termination Amount is applicable, the cost of Renewal Work that Developer was required to but did not perform prior to the Early Termination Date, as well as the amount of funds that would have been required to be funded into the Handback Requirements Reserve and delivered to TxDOT at the end of the Term as if the Handback Requirements and Handback Requirements Reserve provisions had been in effect prior to the Early Termination Date; minus

(g) Only where the Senior Debt Termination Amount is applicable, the portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; minus

(h) Only where Fair Market Value is applicable, the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the Valuation Date and the Early Termination Date; minus

(i) Only where Fair Market Value is applicable, all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and Breakage Costs) between the Valuation Date and the Early Termination Date; plus

(j) Only where Fair Market Value is applicable, (i) in the case of Termination for Convenience, a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the Early Termination Date equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 below) or (ii) in the case of termination for TxDOT Default or TxDOT suspension of Work, a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the date the Fair Market Value is paid in full equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 below); plus

(k) Only where Fair Market Value is applicable, the incremental tax liability, if any, described in Section B.5 below; plus

(l) Only where Fair Market Value is applicable, Breakage Costs.

3. The amount of Termination Compensation under this Section B.3 shall equal the following:

(a) (i) If any Refinancing fully and specifically identified and taken into account in the Base Case Financial Model was scheduled therein to occur prior to the Valuation Date and such Refinancing has actually occurred, then the Senior Debt Termination Amount determined taking into account such Refinancing in the amount and on the terms assumed in the Base Case Financial Model, or (ii) if otherwise, then the Initial Senior Debt Termination Amount; plus

(b) The greater of zero or the amount computed using the formula A+B, where:

(i) A is the Net present value of the Distributions to be made between the Valuation Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model; and

(ii) B is an incremental adjustment in the form of one or more special Distributions that, when added to A, would be required to increase the Equity IRR to a blended, nominal Post-Tax rate of return on equity equal to the Adjusted Equity IRR. For these purposes, B is capped at a maximum equal to the present value of three times the Toll Revenues between the Valuation Date and the date the original Term expires (but without taking into account the effect of the termination) as projected under the Base Case Financial Model. The present value of future Toll Revenues shall be determined using the Equity IRR as the discount factor; plus

(c) The amount that will put Developer in the same Post-Tax position as it would have been had the payment under clause (b) above not been subject to federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and State margin tax liability of Developer as a lump sum payment; plus

(d) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(e) If termination occurs prior to Substantial Completion for all Facility Segments, Developer's own reasonable and documented out-of-pocket costs to demobilize; plus

(f) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a), (b) and (c) above; minus

(g) All Cash and Credit Balances, except to the extent such balances are already deducted in determining amounts under clauses (a), (b) and (c) above; minus

(h) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount

4. Fair Market Value of the Developer's Interest as of the Valuation Date shall be determined according to the following procedures.

(a) Within 30 Days after a Party requests the appointment thereof, TxDOT and Developer shall confer in good faith to mutually appoint an independent third-party appraiser to determine the Fair Market Value by written appraisal. This appraiser must be nationally recognized and experienced in appraising similar assets.

(b) If for any reason the Parties are unable or fail to agree upon such a single appraiser within such 30-Day period, then within ten Days thereafter TxDOT and Developer shall each appoint an independent third-party appraiser and both such appraisers shall be instructed jointly to select, within 15 Days after they are appointed, a third independent third-party appraiser who is nationally recognized and experienced in appraising similar assets to make the appraisal referred to above.

(c) If for any reason the Parties are unable or fail to appoint an independent third party appraiser under subsection (b) above within 30 Days after the time period under subsection (a) above expires, then either Party may petition the Travis County District Court to appoint an independent third party appraiser having such reputation and experience to make the appraisal referred to above.

(d) Each Party shall pay the costs of its own appraiser. TxDOT and Developer shall pay in equal shares the reasonable costs and expenses of the independent appraiser.

(e) Once appointed, the independent appraiser shall conduct an appraisal of the Fair Market Value of the Developer's Interest as of the Valuation Date, as well as determine Developer's weighted average cost of capital as of the Valuation Date, and deliver to both Parties a draft appraisal report and draft valuation. The appraiser shall appraise Fair Market Value on the basis of the assumptions contained in the definition of Fair Market Value and by taking into account (i) the terms of the CDA Documents, including the terms of Exhibit 4 to the Agreement, (ii) the condition of the Elements of the Facility, (iii) prior financial performance of the Facility, (iv) Developer's record regarding the Targets in the Performance and Measurement Table Baseline and of compliance with the CDA Documents, including record of compliance with Renewal Work requirements, but only for the purpose of evaluating and taking into account the effect of such record on the condition and viability of the Facility, (v) projected revenues and costs of the Facility (excluding costs that reduce the Fair Market Value pursuant to clause (c) of the definition of Fair Market Value, which shall be determined separately by the appraiser) for the remainder of the Term had the Agreement not be terminated, as determined by the appraiser, and (vi) such other factors as the appraiser considers relevant. In determining Developer's weighted average cost of capital as of the Valuation Date, no consideration shall be given to any default rate of interest on Facility Debt.

(f) For the purpose of the appraiser's valuation using a projected net cash flow methodology, the appraiser shall use the Financial Model Formulas most recently approved by TxDOT and Developer; provided that if there are known mathematical errors in the Financial Model Formulas the Parties shall provide corrected Financial Model Formulas to the appraiser. The appraiser will determine the data inputs and data values.

(g) The appraiser also shall evaluate and include in the appraisal a calculation of the Base Tax Liability that would be incurred over the remaining Term absent early termination. The appraiser shall make such evaluation in accordance with the definition of Base Tax Liability.

(h) Developer shall promptly deliver to TxDOT and the appraiser all information, documents and data that either may reasonably request relevant to the determination of Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability. In conducting the appraisal, and before issuing a draft appraisal report, the independent appraiser shall afford reasonable and comparable opportunity to each Party to provide the appraiser with information, data, analysis and reasons supporting each Party's view on the Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability. The Parties shall have 15 days after receipt of the draft appraisal report to comment thereon.

(i) Not later than 15 days after the opportunity to comment has expired, the independent appraiser shall consider and evaluate all comments, prepare a final appraisal report stating the Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date, and the Base Tax Liability, and deliver the final appraisal report to both Parties.

(j) The independent appraiser's determination of Fair Market Value, Developer's weighted average cost of capital as of the Valuation Date and the Base Tax Liability shall be subject to challenge by either Party by initiating a Dispute within 30 days after receipt of such determination and such Dispute shall be resolved according to the Dispute Resolution Procedures. Failure of a Party to initiate such a challenge by delivering written notice thereof to the other Party within such 30-day period shall be deemed to be an acceptance of the appraiser's determinations for all purposes by the Party who failed to timely challenge such determinations. In any dispute resolution the independent appraiser's determination shall be given substantial weight in the evidence, absent failure to properly apply the terms of the CDA Documents or applicable Laws.

5. If the Termination Compensation is based on Fair Market Value, TxDOT also shall be liable for the amount necessary to cover the incremental increase, if any, in the federal income tax liability of Developer (or, if it is a pass-through entity for federal income tax purposes, its members or partners) and in the State margin tax liability of Developer due to payment of the Termination Compensation (other than this element of the Termination Compensation) over the Base Tax Liability. TxDOT shall pay such amount within 30 days after Developer delivers to TxDOT proof of the actual tax liability incurred and the amount by which it exceeds the Base Tax Liability.

C. Compensation on Termination for Force Majeure Event or Extended Relief Event

1. In the event of termination of the Agreement and Lease under Section 19.2 (Termination for Force Majeure Event or Extended Relief Event), the Termination Compensation, determined as set forth in Section C.2 below, shall be payable by TxDOT as and when set forth in Section G.2 below.

2. The Termination Compensation for Force Majeure Event or Extended Relief Event shall be an amount equal to the following:

(a) The Senior Debt Termination Amount; plus

(b) The amount necessary to reimburse reasonable and documented out-of-pocket costs of third party and Affiliate Contractors to demobilize and terminate under Contracts between Developer and third parties or Affiliates for performance of Work, excluding

Developer's non-contractual liabilities and indemnity liabilities (contractual or non-contractual) to third parties or Affiliates; plus

(c) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the amounts under clauses (a) and (b) above; minus

(d) All Borrowed Cash and Credit Balances (if any); minus

(e) The sum of (i) the greater of (A) the proceeds of insurance (including casualty insurance and business interruption insurance) that is required to be carried pursuant to Section 16.1 of the Agreement and provides coverage to pay, reimburse or provide for any of the costs and losses attributable to the Force Majeure Event or Extended Relief Event, and (B) the proceeds of insurance (including casualty insurance and business interruption insurance) that is actually carried by or insuring Developer under policies solely with respect to the Facility and the Work, regardless of whether required to be carried pursuant to Section 16.1 of the Agreement, and that provides coverage to pay, reimburse or provide for any of the costs and losses attributable to the Force Majeure Event or Extended Relief Event, plus (ii) the foregoing costs and losses that Developer is deemed to have self-insured pursuant to Section 16.1.4.3 of the Agreement; minus

(f) The amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the date notice of conditional election to terminate is delivered and the Early Termination Date, but without double counting of the amounts under clauses (d) and (e) above; minus

(g) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount.

3. If TxDOT elected to terminate under Section 19.2 of the Agreement, the Termination Compensation for the Force Majeure Event or Extended Relief Event shall be the amount determined under clause 2 above plus the Contributed Unreturned Equity.

D. Compensation on Termination for Developer Default

1. Developer shall not be entitled to receive any compensation in each of the following circumstances:

(a) Developer's termination of the Agreement and Lease on grounds or in circumstances beyond Developer's termination rights specifically set forth in the Agreement;

(b) A Default Termination Event where the Developer Default that is the basis thereof is under Section 17.1.1.14 or 17.1.1.15 of the Agreement;

(c) A Default Termination Event under Section 19.3.4 of the Agreement; or

(d) The Collateral Agent has requested and entered into New Agreements pursuant to Section 20.4.8 of the Agreement due to its inability to obtain possession of the Facility within the 180-day period set forth in Section 20.4.6 of the Agreement.

2. Upon a Default Termination Event other than one described in Section D.1 above where the Developer Default that is the basis thereof occurs, and is the subject of a Warning Notice delivered, prior to the last Service Commencement Date, subject to Section D.6 below, Developer shall be entitled to receive Termination Compensation in an amount equal to the lowest of:

(a) 80% of the Senior Debt Termination Amount minus (i) 80% of all Borrowed Cash and Credit Balances (if any), minus (ii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount;

(b) 80% of the Initial Senior Debt Termination Amount, plus (i) 80% of any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt that (A) was fully and specifically identified and taken into account in the Base Case Financial Model and (B) occurs prior to the date notice of termination is delivered, plus (ii) 80% of the lesser of (A) any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt and any first tier subordinate Facility Debt directly attributable to issuance of one or more NTP Capacity Improvements or (B) the price for any Capacity Improvements for which an NTP is issued prior to the date notice of termination is delivered (calculated pursuant to Part C, Section 7 of Exhibit 7), minus (iii) 80% of all Borrowed Cash and Credit Balances (if any), minus (iv) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; or

(c) $1,806,979,263, plus, if TxDOT issues NTP GP, $17,635,470, plus, if TxDOT issues NTP IC, $325,715,254, plus, if TxDOT issues NTP ML, $26,162,500, minus TxDOT's estimated cost to complete the Facility, minus the amount of the Public Funds Amount paid.

3. Upon a Default Termination Event other than one described in Section D.1 and D-2 above, subject to Sections D.4, D.5 and D.6 below, Developer shall be entitled to receive Termination Compensation in an amount equal to the lowest of:

(a) 80% of the Senior Debt Termination Amount minus (i) 80% of all Borrowed Cash and Credit Balances (if any), minus (ii) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount;

(b) 80% of the Initial Senior Debt Termination Amount, plus (i) 80% of any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt and any first tier subordinate Facility Debt within the definition of Senior Debt Termination Amount that (A) was fully and specifically identified and taken into account in the Base Case Financial Model and (B) occurs prior to the date notice of termination is delivered, plus (ii) 80% of the lesser of (A) any increase in the Initial Senior Debt Termination

Amount directly attributable to a Refinancing of the senior Initial Facility Debt and any first tier subordinate Initial Facility Debt directly attributable to issuance of one or more NTP Capacity Improvements or (B) the price for any Capacity Improvements for which an NTP is issued prior to the date notice of termination is delivered (calculated pursuant to Part C, Section 7 of Exhibit 7), minus (iii) 80% of all Borrowed Cash and Credit Balances (if any), minus (iv) 80% of the portion of any Compensation Amounts previously paid to Developer that (A) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (B) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount; or

(c) The Fair Market Value, if any, of the Developer's Interest as of the Valuation Date; minus (i) the amount of any damages due to TxDOT resulting from the Developer Default, including TxDOT's reasonable costs to terminate and take over the Facility, but without double counting where such costs are part of the determination of Fair Market Value (if applicable), minus (ii) the amount of all Distributions, and all payments to Affiliates in excess of reasonable compensation for necessary services or that are advance payments in violation of Section 10.5.3 of the Agreement, between the Valuation Date and the Early Termination Date, minus (iii) all amounts received by the Lenders in relation to the Facility Debt (including all interest, capital and Breakage Costs) between the Valuation Date and the Early Termination Date, plus (iv) a return on the outstanding balance of the Fair Market Value amount between the Valuation Date and the Early Termination Date equal to Developer's weighted average cost of capital as of the Valuation Date (determined according to the procedures set forth in Section B.4 above).

4. The amounts set forth in Sections D.3(a) and (b) above are subject to the condition that each Funding Agreement for senior Facility Debt, and any intercreditor agreement between the Lenders of senior Facility Debt and the Lenders of any first tier subordinate Facility Debt within the definition of Senior Debt Termination Amount, shall expressly provide that upon termination of this Agreement for Developer Default the senior Lenders shall have no right to claim, receive or retain from the Termination Compensation (whether determined based on Fair Market Value, the Initial Senior Debt Termination Amount or the Senior Debt Termination Amount) an amount in excess of 80% of the Senior Debt Termination Amount minus 80% of all Borrowed Cash and Credit Balances (if any), such result multiplied by a fraction the numerator of which is the then outstanding principal balance of the senior Facility Debt (including Breakage Costs) and the denominator of which is the then outstanding principal balance of the senior Facility Debt (including Breakage Costs) plus first tier subordinate Facility Debt (including Breakage Costs). If the foregoing condition is not satisfied, then the amounts under Sections D.2(a) and (b) above shall not include any amounts for first tier subordinate Facility Debt described in clause (a)(ii)(B) of the definition of Senior Debt Termination Amount or any Breakage Costs related to such first tier subordinate Facility Debt, and shall not be reduced by amounts described in clause (c) of such definition related to such first tier subordinate Facility Debt.

5. Fair Market Value of the Developer's Interest as of the Valuation Date shall be determined as set forth in Section B.4 above, except those provisions pertaining to Base Tax Liability.

6. The amount of the Termination Compensation determined under this Section D is subject to damages and offset in accordance with Section 17.3.5 of the Agreement.

7. TxDOT shall pay the Termination Compensation as and when set forth in Section G.4 below.

E. Compensation Upon Termination by Court Ruling, Due to Delayed Notice to Proceed or Due to Lack of NEPA Finality

1. In the event of Termination by Court Ruling, due to TxDOT's delay in issuing NTP1 or NTP2 as provided in Section 19.4.3 of the Agreement, or due to lack of occurrence of the NEPA Finality Date as provided in Section 19.13 of the Agreement, the Termination Compensation determined shall be an amount equal to the following:

(a) The lesser of (i) the sum of (A) Initial Senior Debt Termination Amount plus (B) any increase in the Initial Senior Debt Termination Amount directly attributable to a Refinancing of the senior Facility Debt and any first tier subordinate Facility Debt within the definition of Senior Debt Termination Amount that (I) was fully and specifically identified and taken into account in the Base Case Financial Model and (II) occurs prior to the date notice of termination is delivered, plus (C) the portion of all Refinancing Gain previously paid to TxDOT, if any, or (ii) the Senior Debt Termination Amount; plus

(b) An amount which, when taken together with interest payments on Subordinate Debt, Distributions made prior to the Early Termination Date, and the cash and credit balances derived from Toll Revenues or interest earnings in accounts held by or on behalf of Developer on the Early Termination Date, including in Lender accounts and reserve accounts, will yield a nominal Post-Tax blended internal rate of return on Subordinate Debt and Contributed Unreturned Equity equal to LIBOR in effect from time to time between the date of funding of such Subordinate Debt and Contributed Unreturned Equity and the Early Termination. The blended internal rate of return shall be calculated for the period between the date of funding of such Subordinate Debt and Contributed Unreturned Equity and the Early Termination Date; plus

(c) The incremental increase, if any, in the costs Developer incurs under Section 19.5.11 of the Agreement over the present value of such costs under the Base Case Financial Model, but without double counting of the foregoing debt and equity amounts; minus

(d) All payments to Affiliates in excess of reasonable compensation for necessary services prior to the Early Termination Date or that are advance payments in violation of Section 10.5.3 of the Agreement; minus

(e) All Cash and Credit Balances, except to the extent such balances are already deducted in determining amounts under clauses (a) and (b) above; minus

(f) The portion of any Compensation Amounts previously paid to Developer that (i) compensated Developer for cost and revenue impacts attributable to the period after the Early Termination Date and (ii) were not previously used to reduce Facility Debt within the definition of Senior Debt Termination Amount.

2. There shall not be included any increase in the Senior Debt Termination Amount, Subordinate Debt or Contributed Unreturned Equity as a consequence of any Refinancing:

(a) With respect to Termination by Court Ruling, that occurs on or after the date Developer knows, or reasonably should know, about the filing of any legal action seeking a

remedy that would be a Termination by Court Ruling or challenging a NEPA Approval within the definition of NEPA Finality Date;

(b) With respect to termination due to TxDOT delay in issuing NTP1 or NTP2, that occurs at any time; or

(c) With respect to termination due to lack of occurrence of the NEPA Finality Date, that occurs at any time after the court in any litigation challenging a NEPA Approval within the definition of NEPA Finality Date issues any temporary injunction prohibiting or restricting performance of any material portion of the Work.

3. If (a) it is established pursuant to the Dispute Resolution Procedures that TxDOT requested or caused the filing, or by collusion with any other Person caused or abetted the filing, of the action that resulted in the issuance of the final court order that led to Termination by Court Ruling, or of an action challenging a NEPA Approval within the definition of NEPA Finality Date or (b) a Termination by Court Ruling results from or entails a breach by TxDOT of its warranties under Section 15.2 but not a corresponding breach by Developer of its warranties under Section 15.1, then Developer shall be compensated in the same manner as if TxDOT had effected a Termination for Convenience and Sections B and G.1 of this Exhibit 20 shall apply instead of Sections E.1 and G.5. This provision shall not apply to legal proceedings initiated by TxDOT challenging applicability of a Change in Law where the final outcome applies the Change in Law to TxDOT or Developer and leads to Termination by Court Ruling.

4. If (a) it is established pursuant to the Dispute Resolution Procedures that Developer requested or caused the filing, or by collusion with any other Person, caused or abetted the filing of the action that resulted in the issuance of the final court order that led to Termination by Court Ruling, or of an action challenging a NEPA Approval within the definition of NEPA Finality Date or (b) a Termination by Court Ruling results from or entails a breach by Developer of its warranties under Section 15.1 but not a corresponding breach by TxDOT of its warranties under Section 15.2, then the compensation shall be addressed in the same manner as if a Termination for Developer Default had occurred and Sections D and G.4 of this Exhibit 20 shall apply instead of Sections E.1 and G.5. This provision shall not apply to legal proceedings initiated by Developer challenging applicability of a Change in Law where the final outcome applies the Change in Law to TxDOT or Developer and leads to Termination by Court Ruling.

5. Subject to Sections E.3 and E.4 above, TxDOT shall pay the Termination Compensation as and when set forth in Section G.5 below.

F. Claims; Handback Requirements Reserve

1. If any outstanding Claim that is independent of the event of termination and determination of Termination Compensation is resolved prior to payment of the Termination Compensation, the Parties shall adjust the Termination Compensation by the amount of the unpaid award, if any, on the Claim.

2. At TxDOT's sole election, it may hold back from payment of the Termination Compensation and transfer to the trustee under the Facility Trust Agreement for deposit into the TxDOT Claims Account the amount of any Claim of TxDOT against Developer not resolved prior to payment. TxDOT shall provide written notice to Developer of any such election, the subject Claim and the amount deposited or to be deposited, prior to or concurrently with tendering payment of the Termination Compensation.

3. Refer to Section 8.11.4 of the Agreement for disposition of any funds actually in or required to be added to the Handback Requirements Reserve on the Early Termination Date.

G. Timing of Payment

1. For Termination for Convenience

(a) For Termination for Convenience to be valid and effective, TxDOT must first pay, in immediately available funds, the full amount of the Termination Compensation set forth in Section B.1 above; provided that TxDOT may withhold an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.1(b) below. In order for the Termination for Convenience to take effect, TxDOT must make such payment within one year after TxDOT receives the information required to calculate the amount owing. Such information shall consist of the written report from the independent appraiser of Fair Market Value as determined pursuant to Section B.4 above, the Collateral Agent's written statement of the Senior Debt Termination Amount, and Developer's written documentation and other evidence of the amounts of all Cash and Credit Balances, Borrowed Cash and Credit Balances and all other amounts that are part of the calculation of the Termination Compensation, together with Developer's written certification that the amounts shown are true, correct and complete. Developer shall provide its information and the Collateral Agent's written statement as expeditiously as possible and in any event within 90 days after TxDOT delivers the Notice of Termination for Convenience. If for any reason TxDOT does not receive any portion of such information within such 90-day period, then TxDOT shall have the right to make payment based on the appraiser's determination of Fair Market Value and TxDOT's good faith estimate of the other amounts that are components of the Termination Compensation. Upon such payment within such one-year period, termination shall automatically take effect, notwithstanding, and without prejudice to, any Claim or Dispute regarding whether the Termination Compensation as determined using such appraisal is correct.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If TxDOT for any reason does not pay the amount under clause (a) above within such one-year period, TxDOT's Notice of Termination for Convenience shall automatically expire; and the Parties' respective rights and obligations under the CDA Documents shall continue without alteration, as if no Notice of Termination for Convenience had been given.

(d) If Developer timely challenges the independent appraiser's determination of Fair Market Value pursuant to Section B.4(i) above, then until the disputed portion of the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon, at a floating rate equal to the LIBOR in effect

from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

(f) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is more than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment TxDOT shall pay Developer the additional amount, together with interest thereon, at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of underpayment until the date of payment of the additional amount.

2. For Termination Due to Force Majeure Event or Extended Relief Event

(a) If the Agreement and Lease are terminated due to Developer's or TxDOT's valid exercise of its right to terminate under Section 19.2 of the Agreement and the other Party does not timely elect (or, if Section 19.2.3.4 of the Agreement applies, lacks the right) to continue the Agreement and Lease in effect pursuant to Section 19.2, then TxDOT shall pay the Termination Compensation within 60 days after all the following occur: (i) if applicable, the other Party's period of time to elect expires; (ii) TxDOT receives from the Collateral Agent a written statement of the Senior Debt Termination Amount; and (iii) TxDOT receives from Developer written documentation and other evidence of all Borrowed Cash and Credit Balances, together with Developer's written certification that the amount shown is true, correct and complete. TxDOT may withhold, however, an amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.2(b) below. If for any reason TxDOT does not receive such statement from the Collateral Agent or such written documentation, evidence and certification of all Borrowed Cash and Credit Balances within 30 days after the other Party's period of time to elect expires (or, if Developer exercises its right to terminate under Section 19.2.3.4 of the Agreement, within 30 days after such exercise), then TxDOT shall have the right to pay Termination Compensation based on its own good faith calculation of the Termination Compensation.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the withheld amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If TxDOT exercises the right to terminate, then termination shall be valid and effective on the date TxDOT pays, in immediately available funds, the full amount determined pursuant to Section G.2(a) above. If Developer exercises the right to terminate, then termination shall be valid and effective on the date Developer delivers its notice of termination to TxDOT.

(d) If as of the date termination is valid and effective any portion of the Termination Compensation is not yet paid, then such portion shall bear interest from such date until paid at the blended non-default rate for the Facility Debt that is the basis for the calculation of the Termination Compensation.

(e) In the event of any dispute over the Termination Compensation, TxDOT shall pay the disputed portion to Developer in immediately available funds within 30 Days after it is determined by settlement, final order or final judgment, together with interest thereon as stated above.

(f) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

3. For Termination Due to TxDOT Default or TxDOT Suspension of Work

(a) If the Agreement and Lease are terminated due to Developer's exercise of its right to terminate under Section 19.4 of the Agreement, termination shall be valid and effective on the date notice of termination is delivered; and, subject to Sections 19.3.2 and 19.4.4, TxDOT shall deliver to Developer, in immediately available funds, within 60 Days after the Early Termination Date, the Termination Compensation that TxDOT determines in good faith is due, less a holdback amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement by depositing such amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.3(b) below.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the holdback amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, and also shall pay interest thereon, at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing 30 Days after the Early Termination Date until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(d) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

4. For Developer Default

(a) If the Agreement and Lease are terminated due to TxDOT's exercise of its right to terminate due to Developer Default, termination shall be valid and effective as and when set forth in Section 19.3.1 of the Agreement; and, subject to Sections 19.1.4 and 19.3.3, TxDOT shall deliver to Developer, within the later of (i) 30 Days after Developer completes its post-termination obligations under Section 19.5 of the Agreement or (ii) 60 Days after the Early Termination Date, immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due. If TxDOT does not pay such amount by the later of such dates, such amount shall bear interest at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of such dates until paid.

(b) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(c) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust Agreement.

(d) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.

5. For Termination by Court Ruling, Delayed Notice to Proceed or Lack of NEPA Finality

(a) In the event of Termination by Court Ruling, termination shall be valid and effective on the entry of final judgment. If the Agreement and Lease are terminated due to TxDOT's delay in issuing NTP1 or NTP2 as provided in Section 19.4.3 of the Agreement, or due to lack of occurrence of the NEPA Finality Date as provided in Section 19.13 of the Agreement, termination shall be valid and effective on the date notice of termination is delivered. TxDOT shall deliver to Developer, within 60 days after the later of (i) the Early Termination Date or

(ii) the date TxDOT receives from the Collateral Agent a written statement of the Initial Senior Debt Termination Amount, increases in the Initial Senior Debt Termination Amount due to each Refinancing described in Section E.1(a) above, and the Senior Debt Termination Amount and from Developer written documentation and other evidence of the amounts of the Subordinate Debt, Contributed Unreturned Equity, and all Borrowed Cash and Credit Balances, together with Developer's written certification that the amounts shown are true, correct and complete, immediately available funds equal to the Termination Compensation that TxDOT determines in good faith is due, less a holdback amount equal to TxDOT's reasonable estimate of the costs Developer will thereafter incur to perform and complete its post-termination obligations under Section 19.5 of the Agreement. TxDOT shall deposit such holdback amount with the trustee under the Facility Trust Agreement for disbursement pursuant to Section G.5(b) below. If TxDOT does not pay such amount of Termination Compensation by the later of such dates, such amount shall bear interest at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of such dates until paid.

(b) TxDOT shall instruct the trustee under the Facility Trust Agreement to pay the holdback amount to Developer within ten days after Developer completes all its post-termination obligations under Section 19.5 of the Agreement.

(c) If as of the date TxDOT tenders payment under clause (a) above the Parties have not agreed upon the amount of Termination Compensation due, then:

(i) TxDOT shall proceed with such payment to Developer;

(ii) Within 30 days after receiving such payment Developer shall deliver to TxDOT written notice of the additional amount of Termination Compensation that Developer in good faith determines is still owing (the "disputed portion");

(iii) TxDOT shall pay the disputed portion of the Termination Compensation to Developer in immediately available funds within 30 Days after the disputed portion is determined by settlement, final order or final judgment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the later of the two dates set forth in clause (a) above until paid; and

(iv) Failure by TxDOT to effect payment by such date shall not entitle Developer to reinstatement of the Developer's Interest or to rescission of the termination.

(d) From and after the Early Termination Date until the Termination Compensation is finally determined and paid, the provisions of Section 19.10 of the Agreement shall apply and Developer shall continue to have a pledge of and security interest in and to the Post-Termination Revenue Account under the Facility Trust and Security Instruments.

(e) If it is determined by settlement or final judgment that the Termination Compensation due from TxDOT is less than the payment previously made by TxDOT, then within 30 Days after the date of settlement or final judgment Developer shall reimburse the excess payment, together with interest thereon at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, from the date of overpayment until the date of reimbursement.